C I T Y O F F O R T P I E R C E
CITY COMMISSION AGENDA

Regular Meeting - Monday, November 19, 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** - Bishop Stafford Fisher, New Covenant Prayer Center

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes from the November 5, 2018 regular meeting.

6. **PROCLAMATIONS**

   a. Proclamation recognizing Captain John Brandon and Captain Dan Porter

7. **LETTERS TO COMMISSION**

   a. Letter from Tom Fitzgerald in recognition of the friendlier crew and remarkable change at Indian Hills Golf Course under the direction of Danny Visconti, Golf Course Manager.

   b. Email from Peggy Belgard and Kathy Rice thanking Caleta Scott, Lincoln Park Revitalization Coordinator, for the soil donation and in appreciation of a true community effort towards the successful completion of the MRC kids' garden.

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

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

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

10. **MISCELLANEOUS REPORTS**

a. Presentation of $3,000 donation from Second Life Animal Sanctuaries Inc. for TNVR Program.

b. Presentation and update on Trap/Neuter/Vaccinate/Return (TNVR) program.

11. **CONSENT AGENDA**

a. Approval of travel costs in the amount of $803.96 for Commissioner Reginald Sessions' attendance to the Florida League of Cities Legislative Conference held on November 14-16, 2018.

b. Approve the Collective Bargaining Agreement Between the City of Fort Pierce and Coastal Florida Police Benevolent Association PBA October 1, 2015 - September 30, 2018 and a Memorandum of Understanding.

c. Approve the Collective Bargaining Agreement Between the City of Fort Pierce and International Union of Police Associations October 1, 2016 - September 30, 2019 and a Memorandum of Understanding.

d. Approval to enter into a new Early Lease Renewal with Yamaha Motor Corporation for 65 new golf carts for a period of 48 months beginning December 1, 2018 for an amount not to exceed $46,800 annually. The new terms will also include 5 golf carts from our current fleet at no charge that we will own outright.

e. Approve request to reduce code enforcement lien in the amount of $474,300.00 against 621 N 9th Street, Ft. Pierce, FL 34950 - Parcel ID #2403-711-0032-000-9 previously owned by Eva Gilliam, 14860 Harrison Street, Miami, FL 33176 and currently owned by John Travers, 1630 Seaway Dr., Ft. Pierce, FL 34949 to $850.00 (includes the $250.00 City Commission administration fee) payable in 6 months.

f. Approve waiver of interest, penalties, and administrative fees in the amount of $12,253.60 associated with demolition lien against 811 Avenue C, Fort Pierce, FL 34950, Parcel ID Number 2410-604-0030-000-8 owned by Mt. Olive Missionary Baptist Church, 811 Avenue C, Fort Pierce, FL 34950 contingent upon payment of $9,500.00 within 24 months.

h. Approve waiver of fees in the amount of $158.53 associated with lot clearing lien against 621 N 9th Street, Fort Pierce, FL 34950, Parcel ID #2403-711-0032-000-9 previously owned by Leon Gilliam, 619 N 9th Street, Fort Pierce, FL and currently owned by John Travers 1630 Seaway Drive, Fort Pierce, FL contingent upon payment of $150.00 payable in 30 days. Please note, applicant is requesting a waiver of all fees, including hard costs.

i. Approve waiver of fees in the amount of $129.92 associated with lot clearing lien against 621 N 9th Street, Fort Pierce, FL 34950, Parcel ID #2403-711-0032-000-9 previously owned by Leon Gilliam, 619 N 9th Street, Fort Pierce, FL and currently owned by John Travers 1630 Seaway Drive, Fort Pierce, FL contingent upon payment of $125.00 payable in 30 days. Please note, applicant is requesting a waiver of all fees, including hard costs.

j. Approve request to waive interest, penalties, and administrative fees in the amount of $2,984.53 associated with lot clearing lien against 811 Avenue C, Fort Pierce, FL 34950, Parcel ID Number 2410-604-0030-000-8 owned by Mt. Olive Missionary Baptist Church, 811 Avenue C, Fort Pierce, FL 34950 contingent upon payment of $573.16 within 24 months.

l. Approval of Specific Authorization No. 5 in an amount not to exceed $20,865.00 (reimbursed by USDA NRCS) for professional engineering services relating to the canal stabilization of a portion of Canal No. 9 situated between Oleander Avenue and Sunrise Boulevard.

m. Approval of a project Agreement between the City of Fort Pierce and NRCS in the amount of $696,860.22 for canal stabilization of a portion of Canal No. 9, commonly refered to as Edwards Road Canal.

12. **PUBLIC HEARINGS**

a. Legislative Hearing -Ordinance 18-036 for a Planned Development (PD) for Indian River Villas to rezone the subject site and to authorize the development of a 12 unit multi-family development that will include 2 (6 unit) buildings with garages. Parcel IDs:2410-808-0017-000-7 & 2410-808-0019-000-1 SECOND READING

b. Legislative Hearing - Ordinance No. 18-038 Amending Code Section 13-27; establishing procedure to be followed by means of which employees returning to City employment from active military duty may claim retirement credit or intervening military service. FIRST READING

c. Legislative Hearing - Ordinance 18-040 A voluntary annexation submitted by the property owner Oleander Properties of Fort Pierce, LLC to annex property located at 702 Revels Lane. The property is currently zoned RM-11, Residential Multi-Family 11 du/acre with a Future Land Use of RH, Residential High 15 du/acre. Parcel ID: 2427-701-0082-000-7 FIRST READING

d. Legislative Hearing - Ordinance 18-041 amending Chapter 5, Article I of the Code of Ordinance entitled "Building Code" amending Section 5-1.140 regulating the Construction Board of Adjustment and Appeals. FIRST READING

e. Quasi-Judicial Hearing - Ordinance 18-039 Approval of a Zoning Atlas Map Amendment (rezoning) submitted by property owner, Autz, Inc. A New York Company, applicant, Mark Youssef, and representative Brad Currie of Engineering, Design, & Construction, Inc. to rezone the property from C-1, Office Commercial to PD, Planned Development to allow for a pharmacy to become an allowed use on the property. Parcel ID: 2417-444-0001-000-7

f. Quasi-Judicial Hearing - Application for Waiver of Distance for a 2COP – Beer & Wine License for sale of alcohol for on premise consumption at 1409 Delaware Avenue submitted by the applicant Claufene Belizaire. The property is zoned C-3, Parcel ID: 2409-818-0003-000-3.

g. Quasi-Judicial Hearing - Application for a Conditional Use with No New Construction submitted by the applicant, Coldwell Banker Paradise, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 355 S. Ocean Drive # 803, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-522-0051-000-2.

h. Quasi-Jucicial Hearing - Application for a Conditional Use with No New Construction submitted by the applicant, Coldwell Banker Paradise, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 355 S. Ocean Drive # 802, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-522-0001-000-7.

i. Quasi-Judicial Hearing - Application for a Conditional Use with New Construction submitted by the applicant, Paul Jacquin & Sons, Inc. to construct a new one-story 2,796 sq. ft. pre-school at 2706 Sunrise Boulevard, Fort Pierce, FL. The property is zoned Single-Family Intermediate Density Zone (R-2), Parcel ID: 2421-513-0014-000-5.

j. Quasi-Judicial Hearing - Application for a Conditional Use with New Construction submitted by the applicant, Red Lion Construction, Inc. to construct a new one-story 26,926 sq. ft. Assisted Living Facility at 4201 S. 25th Street, Fort Pierce, FL. The property is zoned Office Commercial Zone (C-1), Parcel ID: 2432-411-0001-000-2.

13. **CITY COMMISSION**

a. Resolution No. 18-R56 determining that the structure located at 1705 N 27th Street is unsafe and should be condemned and demolished. A hearing to determine this matter is scheduled before the City Commission on December 17, 2018.

b. Submittal of application for the Historic Preservation Board

c. Resolution No. 18-R57 authorizing the sale of 505 N 7th Street to Maloma Peterkin of Dreamchasers Preschool, in the amount of $75,000 for the purpose of a pre-school program.

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: 11/19/2018

Re: Meeting Minutes for 11.05.2018 Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the November 5, 2018 regular meeting.

Attachments

Mtg Mins_11.05.2018

Form Review

Form Started By: Linda Cox Started On: 11/14/2018 03:57 PM

Final Approval Date: 11/14/2018

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, **NOVEMBER 5, 2018.**

1. CALL TO ORDER

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

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Staff Present: Interim City Attorney Benjamin Bryan
City Clerk Linda Cox
City Manager Nicholas Mimms

5. APPROVAL OF MINUTES

a. Approval of the minutes for the October 15, 2018 Regular Meeting.

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

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

Passed

6. **PROCLAMATIONS**
Mayor Hudson issued the Proclamation.

a. Proclamation recognizing National Hunger & Homelessness Awareness Week

7. **LETTERS TO COMMISSION**

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

a. Email from Cindy Bridges thanking Jennifer Robinson, Executive Assistant, for her help and Mike Reals, Public Works Director and his staff for being helpful, kind, and accommodating.

b. Email from Rev. John Quarterman commending Juan Nunez, Maintenance Worker, Parks & Grounds Division, for going beyond the call of duty.

c. Letter from Jim Foley in profound appreciation of Officer Ricardo Pellot's very fine job performance.

d. Email from Luke Lewis thanking Shaun Coss, Building Investigator, for his help with a past issue and his professionalism and courtesy.

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

Ron Lyman spoke on item 11 a.
Janice Douglas spoke on item 11 a.
Terri Walden spoke on item 11 a.
Diana Voss spoke on item 11 e.

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

Commissioner Sessions requested that item 10 e be heard first in place of item 10 a to allow those present to hear the presentation before they left in light of election day the next day.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve the agenda and move item 10 e to item 10 a.

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

Passed

10. MISCELLANEOUS REPORTS

a. Waste Management check presentatiion to Commission

Jeff Sabin, Government Affairs Director at Waste Management, Inc. indicated they, in conjunction with Okeechobee Landfill and over 1,500 employees statewide, thanked the City Commission for their sustainable partnership. We are entering the fourth year in which negotiations were made for scheduled periodic payments as part of the partnership and, in good faith, Waste Management, Inc. presented a $250,000 check.

b. Presentation of Indian River State College Update/Equity Agenda by Dr. Tina Hart, Vice President of Enrollment and Student Services and Andrew Treadwell, Administrative Director of Legislative & Executive Communications

Andrew Treadwell, Administrative Director of Legislative & Executive Communications and Dr. Tina Hart, Vice President of Enrollment and Student Services presented the Indian River State College (IRSC) Updated and Equity Agenda to the City Commission. IRSC was within the top 10 best colleges in the nation in 2015 and top three in 2017 in The Aspen Institute's Aspen Prize, the nation's signature recognition of high achievement and performance in America's community colleges and their goal is to be number one in 2019. They've also received third party validation from organizations like Frontier Set, Deloitte, Achieving the Dream Leader College, Community College Research Center and U.S. News & World Report.

The U.S. Department of Education's College Affordability and Transparency Center named IRSC the number one college in the 50 states for affordability as a four-year college. Their goal is creating a Treasure Coast Advanced Manufacturing Center since there is a need for trained industrial trades like manufacturing, aviation, welding, HVAC and construction, among others. IRSC degree completion rates have increased within the past five years. Black graduates have increased, however, IRSC is working on closing the gap between Black graduates and Hispanic and White graduates as the latter group continue to be roughly 14% higher. The college now has various programs to assist students while completing their degree. These include Completion Scholarships to assist those that have parted ways with the school without finishing their degree and still wish to complete it, Achievement Scholarships for 50 black students, a Restoring the Village Scholarship for those from the Lincoln Park Community and an Emergency Aid program assisting students one-time only when they have encountered unexpected hardship. Along with Career Source, they are offering pre-apprenticeship grants to help high school dropouts earn their G.E.D. and learn trade skills. They are trying to reach new students before they leave high school in order to orient them as to their options. They have more than 5,000 students in our community taking advantage of dual-enrollment, which essentially is free-college, as those credits will transfer to the college when they enroll for their degree of choice.

c. Fourth Quarter Financial Report

Johnna Morris, Finance Director, presented the Fourth Quarter Financial Report to the City Commission. With the exception of the Golf Course and the Sunrise Theatre, all General Funds are stable. The Golf Course has seen a tremendous increase in revenue since Danny Visconti has been managing the course and, as a result, the golf course is headed in the right direction. As for the Sunrise Theatre, while no transfer was made for this quarter, a transfer will have to be made for the upcoming year. When that time comes, Ms. Morris will come back before the City Commission to let them know the exact amount and where the funds would be pulled from for the transfer should they approve it. Grant funds continue to do well and are positive.

d. Police Department Gang Investigation Update for 2017.

Deputy Chief Kenny Norris presented the City Commission with the Criminal Suppression Unit (CSU) Gang Investigation Report. He expressed they'd been very prosperous this year in their quest to make our city safer and their efforts will not stop until they are able to eradicate the gang violence in the City of Fort Pierce. They continuously investigate illicit sale and use of controlled substances, firearm offenses and/or any criminal activity that have a nexus to gang involvement; as a result, violent crimes are down 4.7%, resulting in the overall crime rate decreasing by 18.2%. Deputy Chief Norris went into specifics of various investigations, searches and arrest cases, as well as provided visuals of the drugs and

weapons seized. CSU continues to work closely with their federal partners in a comprehensive effort to investigate, identify, arrest, and prosecute violent/habitual criminal gang members.

e. Amendment 14 - 1/2 Cent Sales Tax Education Summary

Joe Sweat, Marketing Specialist, indicated in collaboration with St. Lucie County and City of Port St. Lucie they have attempted to educate citizens diligently on Amendment 14. They did this by means of printed material, social media, presentations locally at the Fenn Center, the Port St. Lucie Community Center, and at several HOAs. Additionally, there were presentations made at the Sunrise Spotlight Show, Economic Development Council Luncheon, The Sake Pase Creole Speaking Radio Show and the St. Lucie County Chamber of Commerce & City Hosted Amendment Education Session. Members of several boards and committees were also educated on the amendment in an effort to allow them to answer questions if others were to ask.

Members of the City Commission all concurred the public should vote Yes for Amendment 14 in order to approve the half-cent sales tax. Mayor Hudson indicated they intended to fix the roads and spend the monies the way they said they would.

11. CONSENT AGENDA

a. Approval of the annual Humane Society contract for FY 2019 in an amount not to exceed $133,000.00 payable in monthly increments of $11,083.34..

b. Approval of a request to reduce code enforcement lien in the amount of $37,540.00 against 1510 Cornado Avenue, Ft. Pierce, FL 34982 - Parcel ID #2421-512-0011-000-1 owned by Maria Macias, 1510 Coronado Avenue, Ft. Pierce, FL 34982 to $750.00 and to pay the $250.00 City Commission administrative fee payable in 60 days.

c. Approval of proposal from Beemats in the amount of $125,600 for the annual harvesting, maintenance and replanting of the vegetated mats at Indian Hills Recreation Area.

d. Approval of the conveyance of utility easements and Special Warranty Deed for parcels located at the former H.D. King Power Plant site, for the use and benefit of the Fort Pierce Utilities Authority.

e. Approval to piggyback the Florida Sheriff's Association Contract No. FSA18-HEH16.0 (Bid award period 10/01/18 through 9/30/19), Specification No. 82, for the purchase of a aquatic weedcutter workboat to remove vegetation from canals and lakes, from Weedoo Greenboat, Inc., West Palm Beach, FL, in an amount not to exceed $74,100.00.

f. Approval of proposal dated September 5, 2018 in accordance with RFQ 2018-015 submitted by Don Bergman, Architect, for professional services in conjunction with the Building Department's build-out on third floor of Sunrise Center in the amount of $52,360.00..

g. Approval of travel costs for Commissioner Rufus Alexander to attend the Florida League of Cities Legislative Conference from November 14-16, 2018 in the amount of $803.96.

h. Approval of travel costs for Mayor Linda Hudson to attend the Florida League of Cities Legislative Conference from November 14-16, 2018 in the amount of $803.96.

i. Approval of an amendment to the Treasure Coast Youth Sailing Foundation, Inc. (TCYSF) revocable license agreement extending their term for another five (5) years and now ending on July 31, 2023.

Commissioner Perona pulled item 11 a for discussion.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve items 11 b through 11 i.

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

Passed

As to item 11 a, Commissioner Perona thanked staff for researching and being able to move forward with a contract that can be supported. He did not see where financials were a requirement and, especially with collaborating with the County in the future, he wanted to be privy to monthly financial information from the Humane Society as the county states in their contract. Peggy Arraiz, Code Enforcement Manager, said there was no problem with adding the wording to the contract being that the County has it in theirs.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve item 11 a with the condition of adding the wording where monthly financials are to be a requirement.

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

Passed

12. PUBLIC HEARINGS

a. Quasi Judicial Hearing -Ordinance 18-036 for a Planned Development (PD) for Indian River Villas to rezone the subject site and to authorize the development of a 12 unit multi-family development that will include 2 (6 unit) buildings with garages. Parcel IDs:2410-808-0017-000-7 & 2410-808-0019-000-1 FIRST READING (postponed from October 15, 2018 meeting)

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

ORDINANCE NO. 18-036 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT 401 & 411 S. INDIAN RIVER DRIVE, FROM C-1, OFFICE COMMERCIAL 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, Ben Bryan, Jr., Interim 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. Bryan additionally confirmed that 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; all commissioners and Mayor Hudson engaged in ex-parte communications.

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.

Rebecca Grohall, Planning Director, presented this revised Zoning Atlas Amendment, Planned Development & Design Review. The site plan consists of two three-story condo buildings with 12 parking garages, community pool, two pool/patio restrooms, and refuse collection. The floor and landscape plan were also presented to the City Commission. All affected departments reviewed the proposed Zoning Atlas Amendment, Planned Development, and Design Review Applications with regards to requirements of the City Code. 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 with the Future Land Use Element of the City's Comprehensive Plan for the Central Business District. The Planning Board voted unanimously for its approval; therefore,

staff recommends that the City Commission approve the presented plan (PD) and rezoning request with the following conditions:

1. 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.
2. Provide an updated traffic impact statement.

Commissioner Johnson had questions regarding responsibilities of road and landscape maintenance which were answered by Ms. Grohall and Jack Andrews, City Engineer.

Mayor Hudson opened the public hearing.
William Stoddard, applicant, referenced the content of a letter from Dean Mead, Ronald and Kip Lyman's attorney, related to this property, as well as answered questions for the Commission.
Joe Biddle, applicant, answered questions regarding the sidewalk, right-of-way, landscape and roof over-hangs.
Rick Reed, applicant, made comparisons between the design that was originally approved and the one they were looking to get approved today indicating the benefits of the new design.
Dennis Corrick, attorney for Ronald and Kip Lyman, addressed the Bulkhead Ordinance and stated their concerns.
Ronald Lyman, also stated his concerns regarding the Bulkhead Ordinance. He is opposed to this development.
Linda Nunn indicated she'd been in the original meeting in which the Bulkhead Ordinance was discussed and she is opposed to this development.
Bill Nunn was also in opposition of this development.
Steve Hula was also in opposition because of the traffic.
Michael Brown had concerns with the development being built.
Rick Reed, applicant, addressed the questions of individuals who spoke during the hearing.
Seeing no one else, the mayor closed the Public Hearing.

The Commission discussed the development further and the possible impact it could have in our community. Ms. Grohall explained why a rezoning was necessary now when it wasn't necessary for the first design concept. Mr. Andrews explained the Bulkhead Ordinance.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve item 12 a.

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

NAY: Commissioner Jeremiah Johnson

Passed

b. Legislative Hearing - Ordinance 18-037 Amending Chapter 13; Changing the Retirement vesting period from 10 years to 5 years. SECOND READING

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

ORDINANCE NO. 18-037 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING CODE SECTION 13-36; PROVIDING FOR DECREASE IN CREDITED SERVICE REQUIREMENT FOR DISABILITY RETIREMENT ENTITLEMENT; AMENDING CODE SECTION 13-39; DECREASING CREDITED SERVICE REQUIREMENT FOR NORMAL RETIREMENT; AMENDING CODE SECTION 13-40; DECREASING CREDIT SERVICE REQUIREMENT FOR UTILITIES AUTHORITY COVERAGE PLAN; AMENDING CODE SECTION 13-42; DECREASING CREDITED SERVICE REQUIREMENT FOR POLICE OFFICER COVERAGE PLAN; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

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

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

Passed

13. CITY COMMISSION

a. Resolution 18-R52 establishing criteria and procedures for the naming and/or renaming of public facilities.

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

RESOLUTION NO. 18-R52 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ESTABLISHING CRITERIA AND PROCEDURES FOR THE NAMING AND/OR RENAMING OF PUBLIC FACILITES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Thomas Perona, 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. Resolution 18-R53 appointing members to the Historic Preservation Board

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

RESOLUTION NO. 18-R53 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE HISTORIC PRESERVATION BOARD; PROVIDING FOR AN EFFECTIVE DATE.

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

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

Passed

c. Resolution 18-R54 Appointing Members to the Keep Fort Pierce Beautiful Advisory Board.

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

RESOLUTION NO. 18-R54 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Cox distributed the ballot for the City Commission.

Commissioner Alexander voted for Annette Brown and Charlene Adair.
Commissioner Johnson voted for Charlene Adair and Shirley Walker.
Commissioner Perona Shirley Walker and Charlene Adair.
Commissioner Sessions Annette Brown and Bob Burdge
Mayor Hudson voted for Shirley Walker and Charlene Adair.

Charlene Adair's term will end in 2021. Shirley Walker's term will end in 2020.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve item 13 c and have Charlene Adair and Shirley Walker appointed to the Keep Fort Pierce Beautiful Advisory Board.

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

Passed

d. Resolution No. 18-R55 determining that the structure located at 401 N 21st Street is unsafe and should be condemned and demolished. A hearing to determine this matter is scheduled before the City Commission on December 3, 2018.

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

RESOLUTION NO. 18-R55 - A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 401 N 21ST ST 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 DECEMBER 3, 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 Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve item 13 d.

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

Passed

14. COMMENTS FROM THE PUBLIC

Betty Bradwell

15. COMMENTS FROM THE CITY MANAGER

a. City Manager's Report and Purchase Order Report

Nicholas Mimms, indicated the Scavenger Hunt had a lot of participation and many came out to celebrate City Government Week. The Trunk or Treat event was also a success and the Fort Pierce Police Department made it all the more exciting. As far as our recreation in our first year, our Youth Football group of ages 8 and 10 won the South Florida Superbowl. The Youth Cheer girls, also ages 8 and 10 took first place in a cheer competition, while our 12-year old girls took second place in a cheer competition. In observance of Veteran's Day, City Hall will be closed on November 12th which means there will be no Conference Agenda taking place. Mr. Mimms, along with a representative of our Fort Pierce Police Department, visited the Salvation Army; Adam's Place is scheduled to open on January 2019 and it will be our initial resource for the homeless in our community.

16. COMMENTS FROM THE COMMISSION

Commissioner Perona encouraged everyone to vote tomorrow.

Commissioner Sessions requested an update about Brightline. Mr. Mimms indicated the latest as of that today is that Brightline had questions regarding the information we'd submitted and those questions were answered. Commissioner Sessions indicated while walking through Moore's Creek he noticed there is a need to do better and feels the city needs to step up. He encouraged everyone to vote tomorrow.

Commissioner Johnson indicated he'd been to Jensen Beach and had seen the same trash that exists in Moore's Creek and he encouraged all within our entire city to please throw their trash out in the appropriate receptacles. Regarding the kids' program, he feels we are over the hurdle of the capital expenses; Mr. Mimms confirmed this to be true. Investing in our children is exciting.

Mayor Hudson indicated the PAD Festival is on November 10th. Election Day is tomorrow and she urged all to vote for Amendment 14. Veteran's Day falls on Sunday, November 11th and a ceremony will be held at the River Walk Center on that Sunday celebrating them and remembering that day marks 100 years since the end of World War I. She urged all to get a flu shot.

17. ADJOURNMENT

The meeting adjourned at 9:48 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

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

Meeting Date: 11/19/2018

Re:

SUBJECT:

Proclamation recognizing Captain John Brandon and Captain Dan Porter

Attachments

John Brandon & John Porter Proclamation

Form Review

Form Started By: Linda Cox Started On: 11/13/2018 04:34 PM

Final Approval Date: 11/13/2018

WHEREAS, On August 13, 2018 a 1715 Spanish Plate Fleet cannon was recovered from the ocean waters off the Treasure Coast of Fort Pierce; and

WHEREAS, the 303 year old cannon was retrieved from a depth of about 15 feet with the use of an air bag and chains, towed back to the Fort Pierce Inlet and then to Fisherman's Wharf; and

WHEREAS, the cannon recovered was donated to the City of Fort Pierce by 1715 Fleet-Queens Jewels, LLC; and

WHEREAS, after a three year preservation process, the cannon will be moved into its new home at the Melody Lane Fishing Pierce Plaza; and

WHEREAS, a lifelong resident of Fort Pierce, Captain John Brandon is Operations Manager of the 1715 Fleet-Queens Jewels, LLC and 45-year veteran of historic shipwreck exploration and recovery of the 1715 fleet wrecks, as well as other historic shipwrecks in the Florida Keys and the Bahamas; and

WHEREAS, a lifelong resident of Fort Pierce, Captain Dan Porter is President of Maritime Research and Recovery, LLC and has 20 years of historic shipwreck exploration and recovery of the 1715 fleet wrecks, as well as other historic shipwrecks in the Florida Keys, Bahamas and Panama.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby issue this proclamation in honor of:

Captain John Brandon & Captain Dan Porter

in recognition for their generous time and effort in bringing this piece of history to Fort Pierce for all to enjoy.

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 19th day of November, 2018.

MAYOR/COMMISSIONER

City Commission Regular Meeting **7.a.**

Meeting Date: 11/19/2018

Re: Letter from Tom Fitzgerald

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Tom Fitzgerald in recognition of the friendlier crew and remarkable change at Indian Hills Golf Course under the direction of Danny Visconti, Golf Course Manager.

Attachments

Letter from Tom Fitzgerald

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:41 PM
City Manager	Nick Mimms	11/14/2018 03:42 PM

Form Started By: Jennifer Robinson Started On: 11/14/2018 09:28 AM

Final Approval Date: 11/14/2018

November 3, 2018

Fort Pierce City Hall
100 North US 1
Fort Pierce, FL 34950

Attention: Mr. Nick Mimms,

I have played golf as a member of the Nettles Island Golf League in Jensen Beach FL at Indian Hills Golf Course in Fort Pierce for over five years. My back ground was Turf Management and Agronomy at the University of MA, class of 1963. I was employed as a turf specialist for two major manufacturers of fertilizer and specialty chemicals for turf management. I also became a Landscape Architect, in Massachusetts and taught for three years a course for home owners in Landscape Design.

Over the last year a remarkable change has taken place, the likes of which I have never witnessed before. Traps are filled with sand, not pebbles and debris. Tee's have a surface of turf, not bare soil. Fairways are much improved with very few bare spots. A great deal of tree's, high grass, and rough have been removed. There are more personnel about with very good equipment. Drought has had an impact on the greens but it appears that something is being done under drought conditions.

The crew inside have always been very friendly, but under the direction of Dan this perhaps is even better. I just want to thank City Hall for investing in this course, and for all the people connected to it. Underneath all that is visible, lies some people that know turf management.
Tom Fitzgerald, Nettles Island Golf League

Received
NOV 0 8 2018
City of Fort Pierce
City Manager's Office

City Commission Regular Meeting **7.b.**

Meeting Date: 11/19/2018

Re: Email from Peggy Belgard and Kathy Rice

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Peggy Belgard and Kathy Rice thanking Caleta Scott, Lincoln Park Revitalization Coordinator, for the soil donation and in appreciation of a true community effort towards the successful completion of the MRC kids' garden.

Attachments

Email from Peggy Belgard and Kathy Rice

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:42 PM
City Manager	Nick Mimms	11/14/2018 03:42 PM

Form Started By: Jennifer Robinson Started On: 11/14/2018 09:56 AM

Final Approval Date: 11/14/2018

From: "pbelgard" <pbelgard@bellsouth.net>

To: "Caleta Scott" <CScott@city-ftpierce.com>, "Kathy" <krice1216@aol.com>

Date: 11/12/2018 09:25 AM

Subject: MRC Garden

Dear Caleta,

The MRC kids have finished the garden! We couldn't have done it without you. Thank you for the donation of soil. Thank you for connecting us to Kate Rotindo and Charlie Hayek. Charlie was awesome, donating lumber and paint. He taught the kids how to build the boxes. Bob Barclay from United First Methodist Church donated equipment for the irrigation system. Nelson Family Market donated the plants. The kids had a great time. They built the raised beds, laid the soil and planted the garden. They are now looking forward to their first crop. What a great community!

Ft. Pierce rocks and so do you, Caleta.
Than you,

Peggy Belgard and Kathy Rice

Sent via the Samsung Galaxy S7, an AT&T 4G LTE smartphone






TREASURE COAST
YOUTH SAILING

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

Meeting Date: 11/19/2018

Re: Presentation of $3,000 Check

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation of $3,000 donation from Second Life Animal Sanctuaries Inc. for TNVR Program.

Attachments

Donation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:47 PM
City Manager	Nick Mimms	11/14/2018 03:47 PM

Form Started By: Jennifer Robinson Started On: 10/31/2018 04:43 PM

Final Approval Date: 11/14/2018

SECOND LIFE ANIMAL SANCTUARIES INC
P.O. BOX 2984
STUART, FL. 34995

1006
63-9202/670
400

10/26/18
Date

Pay to the Order of City of Fort Pierce Comm Cat Prog $ 3000.00

three thousand + 00/100 Dollars

Security Features Details on Back.

First Citizens Bank

For TNVR Program

MP

⑆067092022⑆00906267832811 01006

Donation from Second Life animal Sanctuaries for $3000 for CFP TNVR Program.

Donors would like to make a check presentation to Commission on Nov. 19 (Monday).

TOPS
FORM 7521
Made in U.S.A.

City Commission Regular Meeting **10.b.**

Meeting Date: 11/19/2018

Re: TNVR Presentation

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

SUBJECT:

Presentation and update on Trap/Neuter/Vaccinate/Return (TNVR) program.

SUMMARY:

Presentation to update the Commission on the TNVR program, which was established by the City Commission in April 2017.

RECOMMENDATION:

Continue support of the TNVR program.

ALTERNATIVES:

Discontinue the TNVR program.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

TNVR volunteer organizations:

- Community Cat Coalition
- Operation Catsnip
- United for Animals

TNVR participating veterinarians:

- Animal Medical Center (Dr. Miller)
- Dr. Dan's Animal Hospital (Dr. Mathews)
- Operation SOS (Dr. Kittams)

Fiscal Impact

OTHER INFORMATION:

Funds for program come from the general fund.

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	11/07/2018 12:04 PM
City Manager	Nick Mimms	11/14/2018 03:46 PM

Form Started By: Peggy Arraiz Started On: 11/01/2018 08:49 AM

Final Approval Date: 11/14/2018

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

Meeting Date: 11/19/2018

Re: Travel Expenses FLC Leg Conf 11.2018

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel costs in the amount of $803.96 for Commissioner Reginald Sessions' attendance to the Florida League of Cities Legislative Conference held on November 14-16, 2018.

SUMMARY:

Approval of travel costs in the amount of $803.96 for Commissioner Reginald Sessions' attendance to the Florida League of Cities Legislative Conference held on November 14-16, 2018.

RECOMMENDATION:

Approve

ALTERNATIVES:

Staff will proceed as instructed by the City Commission.

RESPONSIBLE STAFF:

Noemi Rios, Deputy City Clerk

COORDINATED WITH:

Linda Cox, City Clerk

Attachments

Travel Expenses-FLC Leg Conf 11.2019_Sessions

REVISED_Travel Expenses-FLC Leg Conf 11.2019_Sessions

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:42 PM

Form Started By: Noemi Rios Started On: 11/08/2018 04:08 PM

Final Approval Date: 11/14/2018

REGISTRATION INFORMATION
FLC 58th Annual Legislative Conference
301 S. Bronough Street, Suite 300
Tallahassee, Florida 32301
(850) 222-9684

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Embassy Suites Orlando-Lake Buena Vista South
4955 Kyngs Heath Road
Kissimmee, FL 34746
(407) 597-4000

Received
NOV 0 8 2018
City of Fort Pierce
City Manager's Office

DATE: **11/8/2018**

1. TRAVELER'S NAME: Reginald Sessions
2. DEPARTURE DATE: 11/14/2018
3. RETURN DATE: 11/16/2018
4. DESTINATION: Kissimmee, FL
5. CODE CHARGE: **001-1000-511-40.30**
6. AMT BUDGETED: 7,500.00

DEPARTMENT: City Commisson
DEPARTURE TIME: 6 a.m.
RETURN TIME: 5:30 p.m.
PURPOSE: Florida League of Cities
58th Annual Legislative Conference

7. BALANCE AVAILABLE: **$7,500.00**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		250.00		
* HOTEL BILL: Confirmation # 84087721		298.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.545 218			118.81	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
2 BREAKFAST @ $8.00			16.00	
2 LUNCH @ $8.00			16.00	
3 DINNER @ $20.00			60.00	
SPECIAL LUNCHEON/BANQUET				
6.5% STATE TAX			5.98	
15% GRATUITIES			13.80	
TOTALS	0.00	548.00	235.59	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY:

DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/17 DLN

Conditioned upon city Commission approval

FW: FLC 2018 Legislative Conference Registration Confirmation for Reginald Sessions (15509)
Melanie Howe
to:
Noemi Rios
11/06/2018 12:44 PM
Hide Details
From: Melanie Howe <MHowe@flcities.com>
To: Noemi Rios <nrios@city-ftpierce.com>
History: This message has been replied to and forwarded.

From: EVENT PLANNING (TAL)
Sent: Tuesday, November 6, 2018 12:38 PM
To: rsessions@city-ftpierce.com
Cc: Melanie Howe <MHowe@flcities.com>
Subject: FLC 2018 Legislative Conference Registration Confirmation for Reginald Sessions (15509)

FLC 2018 Legislative Conference

Embassy Suites Orlando - Lake Buena Vista South
4955 Kyngs Heath Rd.
Kissimmee, FL 34746

Dear Reginald Sessions,

Thank you for registering for the FLC 2018 Legislative Conference. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:
Melanie G. Howe, CAE, CMP
Meetings Manager
(850) 222-9684
mhowe@flcities.com

Notes:
The Florida League of Cities 2018 Legislative Conference will be held November 15-16, 2018, at the Embassy Suites Orlando - Lake Buena Vista South, located at 4955 Kyngs Heath Road in Kissimmee.

HOUSING INFORMATION: To make your hotel reservations at the **Embassy Suites Orlando - Lake Buena Vista South**, please click here. You may also contact the Embassy Suites directly at (407) 597-4000 and use the group code **FLC**. The group rate is **$145/night** and all reservations include a complimentary cooked-to-order breakfast and complimentary reception. Self-parking is available at the rate of $10/night. Please note that the reservation cut-off date is **October 23, 2018**, but the hotel could sell out before that time. **If the hotel is sold out, please contact Melanie Howe for a list of alternative suggestions.**

Registrant Information:

Registration Date	11/06/2018
Name	Reginald Sessions
Nickname	Reggie
Title	Commissioner
Affiliation	Fort Pierce

E-mail	rsessions@city-ftpierce.com
Please list any special dietary requirements (i.e. - vegetarian, Kosher, etc.)	n/a

Your Itinerary:

Registration Fee (1)	$250.00
Total	**$250.00**
Payments	$250.00
Balance	**$0.00**

Payment Receipt:

Credit Card Reference Code	41039679606
Credit Card Authorization Code	054040
Date Processed	11/06/2018
Total Paid	$250.00
Payment Type	VISA **********1435

This is an automated e-mail. Please do not reply to this message.

© 2018 Florida League of Cities, Inc. All rights reserved.

Your Nov-14-2018 Confirmation #84087721
Hampton Confirmed
to:
NRIOS@CITY-FTPIERCE.COM
11/06/2018 12:38 PM
Hide Details
From: "Hampton Confirmed" <noreply@h4.hilton.com>
To: "NRIOS@CITY-FTPIERCE.COM" <NRIOS@CITY-FTPIERCE.COM>
History: This message has been forwarded.

REGINALD SESSIONS,
see you on Nov-14-2018



Your Upcoming Stay

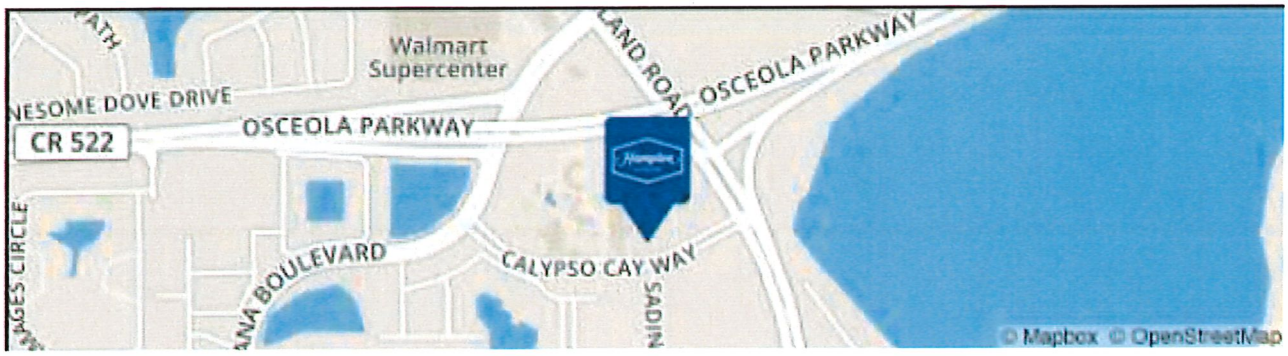
Hampton Inn & Suites Orlando-South Lake Buena Vista
4971 Calypso Cay Way
Kissimmee FL 34746, US
T: +1 4073968700

Confirmation #84087721

Wed **14** **November**
Check In: 3:00PM

2 nights

Fri **16** **November**
Check Out: 12:00PM



Your Room Information

2 QUEEN BEDS NONSMOKING

Rooms: 1
Guests: 1 Adult

Hotel charges No parking fees

☑

Your Rate Information

BEST AVAILABLE RATE

Rate Per Night:
Nov-14-2018 - Nov-16-2018 149.00 USD

Total for Stay per Room Rate: **298.00 USD** ✓

Tax exempt.

Google Maps

100 U.S. 1, Fort Pierce, FL to 100 U.S. 1, Fort Pierce, FL

Drive 218 miles, 3 h 48 min

FLC Legislative Conference at 4955 Kyngs Heath Rd., 34746 / Staying at Hampton Inn Hotel at 4971 Calypson Cay Way, 34746

100 US-1

Fort Pierce, FL 34950

Get on I-95 N from FL-68 W/Orange Ave

10 min (4.5 mi)

1. Head northwest on N 4th St toward Avenue A

272 ft

2. Turn left at the 1st cross street onto Avenue A

0.2 mi

3. Turn left onto N 7th St

72 ft

4. Turn right onto FL-68 W/Orange Ave

3.7 mi

5. Use the right lane to merge onto I-95 N via the ramp to Daytona Beach

0.5 mi

Follow I-95 N to FL-60 W/20th St in West Vero Corridor. Take exit 147 from I-95 N

13 min (15.4 mi)

6. Merge onto I-95 N

15.0 mi

7. Use the right 2 lanes to take exit 147 for FL-60 W toward Lake Wales

0.3 mi

Get on Florida's Turnpike in Osceola County

24 min (25.3 mi)

8. Use any lane to turn left onto FL-60 W/20th St

Continue to follow FL-60 W

24.6 mi

9. Use the right lane to take the Florida's Turnpike ramp

Toll road

0.2 mi

10. Keep left at the fork, follow signs for Orlando N and merge onto Florida's Turnpike
⚠ Toll road

0.5 mi

Follow Florida's Turnpike to E Osceola Pkwy in Buena Ventura Lakes. Take exit 249 from Florida's Turnpike

46 min (55.4 mi)

11. Merge onto Florida's Turnpike
⚠ Toll road

55.1 mi

12. Take exit 249 for Osceola Pkwy
⚠ Toll road

0.3 mi

Continue on E Osceola Pkwy to your destination

16 min (7.0 mi)

13. Use any lane to turn left onto E Osceola Pkwy
⚠ Partial toll road

6.2 mi

14. Take the exit toward US-192/Resort Area/FL-535
⚠ Toll road

0.4 mi

15. Turn left onto N Poinciana Blvd (signs for US-192 W/Marker)
⚠ Toll road

0.1 mi

16. Use the 2nd from the left lane to turn left at the 1st cross street onto FL-535 S

0.2 mi

17. Turn right
ⓘ Destination will be on the right

482 ft

1 h 49 min (108 mi)

4971 Calypso Cay Way
Kissimmee, FL 34746

18. Head east toward FL-535 S

482 ft

19. Turn right onto FL-535 S

0.3 mi

20. Turn right onto Kyngs Heath Rd

289 ft

21. Turn right

98 ft

22. Turn left

207 ft

23. Turn right

92 ft

24. Turn right

Destination will be on the left

85 ft

3 min (0.5 mi)

4955 Kyngs Heath Rd

Kissimmee, FL 34746

25. Head east

203 ft

26. Continue straight

98 ft

27. Turn right onto Kyngs Heath Rd

0.6 mi

28. Turn right onto N Poinciana Blvd

0.7 mi

29. Turn right onto FL-535 S

0.2 mi

30. Turn right

Destination will be on the right

482 ft

6 min (1.6 mi)

4971 Calypso Cay Way

Kissimmee, FL 34746

31. Head east toward FL-535 S

482 ft

32. Turn right onto FL-535 S

0.3 mi

33. Turn right onto Kyngs Heath Rd

289 ft

34. Turn right

98 ft

35. Turn left

207 ft

36. Turn right

92 ft

37. Turn right

Destination will be on the left

85 ft

3 min (0.5 mi)

4955 Kyngs Heath Rd

Kissimmee, FL 34746

Get on Florida's Turnpike in Kissimmee from W Osceola Pkwy

17 min (7.2 mi)

38. Head east

203 ft

39. Continue straight

98 ft

40. Turn left onto Kyngs Heath Rd

289 ft

41. Turn left at the 1st cross street onto FL-535 N

0.2 mi

42. Use the right lane to take the Osceola Pkwy E ramp

Toll road

0.3 mi

43. Merge onto W Osceola Pkwy

Partial toll road

6.2 mi

44. Turn right onto the Florida's Turnpike S ramp

Toll road

0.4 mi

Follow Florida's Turnpike to FL-60 E. Take exit 193 from Florida's Turnpike

46 min (55.2 mi)

45. Merge onto Florida's Turnpike
⚠ Toll road

54.8 mi

46. Take exit 193 for FL-60 toward US-441/Yeehaw jnc
⚠ Toll road

0.4 mi

Get on I-95 S in Indian River County

23 min (24.9 mi)

47. Turn left onto FL-60 E (signs for Vero Beach)
⚠ Partial toll road

24.5 mi

48. Use the right lane to merge onto I-95 S via the ramp to W Palm Beach

0.5 mi

Follow I-95 S to St. Lucie County. Take the FL-68 W exit from I-95 S

13 min (15.7 mi)

49. Merge onto I-95 S

14.9 mi

50. Take the FL-68 W exit toward Orange Ave

0.2 mi

51. Keep left at the fork, follow signs for I-95 and merge onto FL-68 E/Orange Ave

0.6 mi

Follow FL-68 E/Orange Ave to N 4th St in Fort Pierce

10 min (4.2 mi)

52. Merge onto FL-68 E/Orange Ave
ⓘ Pass by Wells Fargo Bank (on the right in 4.1 mi)

4.2 mi

53. Turn left onto N 4th St
ⓘ Destination will be on the right

233 ft

1 h 49 min (107 mi)

100 US-1

Fort Pierce, FL 34950

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



FLORIDA LEAGUE OF CITIES, INC.

58th ANNUAL LEGISLATIVE CONFERENCE

Embassy Suites Orlando – Lake Buena Vista South

November 15-16, 2018

TENTATIVE PROGRAM*

We are planning a variety of informative workshops to help you prepare for the 2019 legislative session. The workshop schedule will be posted to our website and social media as soon as it is available, so check for updates!

Wednesday, November 14

8:30 a.m. - 1:00 p.m.
Research Symposium
Hosted by the League's Center for Municipal Research & Innovation

Additional registration required. Contact Liane Giroux at lgiroux@flcities.com.

1:30 p.m. - 3:30 p.m.
Florida League of Mayors Roundtable
Mayors Only. Separate registration information will be available soon.

3:30 p.m. - 4:45 p.m.
Regional Advocacy Teams Strategic Planning Meeting

4:00 p.m. - 5:00 p.m.
Florida League of Mayors Board of Directors Meeting

5:15 p.m. - 6:15 p.m.
Local/Regional League Officers Meeting
For local/regional league presidents, vice presidents and executive directors

Thursday, November 15

7:30 a.m.
Coffee Service

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
Federal Action Strike Team (FAST) Meeting

8:00 a.m. - 9:00 a.m.
First-Time Attendees' Orientation

9:00 a.m. - 10:00 a.m.
Advocacy Committee Meeting

9:00 a.m. - 10:00 a.m.
Workshop

10:00 a.m. - 12:00 p.m.
Legislative Policy Committee Meetings

- Finance, Taxation and Personnel
- Land Use and Economic Development
- Municipal Administration
- Transportation and Intergovernmental Relations
- Utilities, Natural Resources and Public Works

12:00 p.m. - 1:30 p.m.
Opening Luncheon:
Deconstructing Florida's 2018 Elections
Keynote Speaker: *Dr. Susan MacManus*, University of South Florida Distinguished University Professor Emerita and Political Analyst

1:45 p.m. - 3:00 p.m.
Workshops

3:15 p.m. - 4:30 p.m.
Workshops

4:45 p.m. - 6:00 p.m.
Florida League of Cities Board of Directors Meeting

6:00 p.m. - 7:00 p.m.
Networking Event

Friday, November 16

7:30 a.m. - 9:00 a.m.
Continental Breakfast

7:30 a.m. - 11:00 a.m.
Registration Desk Open

8:45 a.m. - 9:45 a.m.
Legislative Committee Meeting

10:00 a.m. - 11:00 a.m.
Workshop

11:00 a.m. - 11:45 a.m.
Business Session

- Report of Legislative Committee
- Adoption of the 2019 Legislative Action Agenda

1:00 p.m. - 4:45 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes) and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this is a good refresher class.

NOTE: You must be registered for the full conference to attend this session and pre-registration is required. Registration is limited to the first 40 people. See the registration form for details.

**Program Subject to Change*

BE PART OF THE LEAGUE'S LEGISLATIVE PROCESS!

The 58th Annual Legislative Conference will be held **November 15-16, 2018**, at the **Embassy Suites Orlando - Lake Buena Vista South**. The second of the League's annual meetings, this important conference sets our legislative policies and priorities for the upcoming session of the Legislature. Over the course of the two-day meeting, attendees will attend workshops and legislative policy committee meetings. You won't want to miss Dr. Susan MacManus, one of Florida's most respected political analysts, as she deconstructs Florida's monumental elections at the Opening Luncheon on Thursday.

Florida League of Cities President Leo E. Longworth, mayor of the City of Bartow, will preside over the conference where he will officially kick-off and lay the foundation for cities' involvement in the legislative process. Join your municipal colleagues as the state's top issues are discussed and priorities established for the 2019 session. We look forward to seeing you there.

REGISTRATION FEES

The registration fee for this conference is **$250** per person. This fee covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event. No official activities are scheduled for guests or spouses.

MAIL REGISTRATION

To register in advance, fill out the enclosed registration form, attach a check for $250, and mail it to the League office by **Friday, November 2, 2018**. Your name badge and other information can be picked up at the conference registration desk.

ONLINE REGISTRATION

Visit the League website, ***www.flcities.com***, to access online registration.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(Note: You are not registered until we receive your payment and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa, MasterCard or American Express. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors. **Please note that payments via credit card may only be made online.**

Questions? Contact Meetings Manager Melanie G. Howe, CAE, CMP, with any questions at ***mhowe@flcities.com*** or via phone at (850) 222-9684.

HOTEL ACCOMMODATIONS

The **Embassy Suites Orlando - Lake Buena Vista South** (located at 4955 Kyngs Heath Road in Kissimmee) is the location for the 2018 Legislative Conference. The reservation cut-off date is **October 23, 2018** and the rate is **$145/night**, plus $10 self-parking. Each reservation includes a complimentary cooked-to-order breakfast and an evening reception.

In order to protect our room block for conference registrants, it is our policy that no one will receive housing instructions **until we have received your PAID registration.** Once your registration is paid, you will be sent housing instructions via email. **Note:** If you register online but choose to mail in your check, you will not receive your housing information until your registration is **paid.** Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel will sell out, **so please register early!**

DIRECTIONS

I-4 Westbound
(From Daytona Beach, Downtown Orlando, Colonial Drive)
Take exit #68 and turn left onto S.R. 535 (S. Apopka/Vineland Road). Travel approximately 3.5 miles then turn right onto Kyngs Heath Road. The hotel is on the right and visible from S.R. 535.

I-4 Eastbound
(Coming from Tampa, Clearwater)
Take exit #68 and travel south on S.R. 535 (S. Apopka/Vineland Road). Travel approximately 3.5 miles then turn right onto Kyngs Heath Road. The hotel is on the right and visible from S.R. 535.

2018 LEGISLATIVE CONFERENCE REGISTRATION FORM

Return completed form via mail to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, ***www.flcities.com***, to access online registration.

Please type or print information requested.
Fill out a separate form for each registrant.

Name: _____
first *middle* *last*

First Name or Nickname: _____
(as you wish it to appear on badge)

Title: _____ Affiliation: _____
(city, county or company)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

First-Time Attendee: ☐Yes ☐No Office Contact Person: _____

ADDITIONAL ACTIVITIES

Please indicate if you will be attending the ethics workshop. NOTE: Do not check the box unless you are sure you will be attending the event.

☐ **Friday, November 16** -
Continuing Education in Ethics

REMINDERS

Registration fee: $250. Covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event.

Make checks payable to the **Florida League of Cities.**

The advance registration deadline is November 2. After that date, please register on-site.

Complete a separate Conference Registration Form for each delegate. Duplicate this form as needed. Full payment must accompany each registration.

Cancellations must be received and confirmed in writing by **5:00 p.m., Friday, November 2** to receive a refund of registration fees. Refunds will not be issued until after the conference. No refunds will be issued for early departure. **Note: An administrative fee of $25.00 will be deducted from all refunds.**

Special Needs: If you are physically challenged and require special services, or if you have special dietary needs, please attach a written description of those needs to your registration form.

Revised

TRAVEL EXPENSE STATEMENT

REGISTRATION INFORMATION
FLC 58th Annual Legislative Conference
301 S. Bronough Street, Suite 300
Tallahassee, Florida 32301
(850) 222-9684

HOTEL INFORMATION
Embassy Suites Orlando-Lake Buena Vista South
4955 Kyngs Heath Road
Kissimmee, FL 34746
(407) 597-4000

DATE: **11/13/2018**

1. TRAVELER'S NAME: Reginald Sessions
2. DEPARTURE DATE: 11/14/2018
3. RETURN DATE: 11/16/2018
4. DESTINATION: Kissimmee, FL
5. CODE CHARGE: **001-1000-511-40.30**
6. AMT BUDGETED: 7,500.00

DEPARTMENT: City Commisson
DEPARTURE TIME: 6 a.m.
RETURN TIME: 5:30 p.m.
PURPOSE: Florida League of Cities
58th Annual Legislative Conference

7. BALANCE AVAILABLE: **$7,500.00**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		250.00		
* HOTEL BILL: Confirmation # 82901706		290.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.545 215			117.18	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			30.00	
* MISC. EXPENSES				
MEALS				
2 BREAKFAST @ $8.00			16.00	
2 LUNCH @ $8.00			16.00	
3 DINNER @ $20.00			60.00	
SPECIAL LUNCHEON/BANQUET				
6.5% STATE TAX			5.98	
15% GRATUITIES			13.80	
TOTALS	0.00	540.00	263.96	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY:

DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/17 DLN

Conditioned upon city commission approval



FW: FLC 2018 Legislative Conference Registration Confirmation for Reginald Sessions (15509)
Melanie Howe
to:
Noemi Rios
11/06/2018 12:44 PM
Hide Details
From: Melanie Howe <MHowe@flcities.com>
To: Noemi Rios <nrios@city-ftpierce.com>
History: This message has been replied to and forwarded.

From: EVENT PLANNING (TAL)
Sent: Tuesday, November 6, 2018 12:38 PM
To: rsessions@city-ftpierce.com
Cc: Melanie Howe <MHowe@flcities.com>
Subject: FLC 2018 Legislative Conference Registration Confirmation for Reginald Sessions (15509)

FLC 2018 Legislative Conference

Embassy Suites Orlando - Lake Buena Vista South
4955 Kyngs Heath Rd.
Kissimmee, FL 34746

Dear Reginald Sessions,

Thank you for registering for the FLC 2018 Legislative Conference. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:
Melanie G. Howe, CAE, CMP
Meetings Manager
(850) 222-9684
mhowe@flcities.com

Notes:
The Florida League of Cities 2018 Legislative Conference will be held November 15-16, 2018, at the Embassy Suites Orlando - Lake Buena Vista South, located at 4955 Kyngs Heath Road in Kissimmee.

HOUSING INFORMATION: To make your hotel reservations at the **Embassy Suites Orlando - Lake Buena Vista South**, please click here. You may also contact the Embassy Suites directly at (407) 597-4000 and use the group code **FLC**. The group rate is **$145/night** and all reservations include a complimentary cooked-to-order breakfast and complimentary reception. Self-parking is available at the rate of $10/night. Please note that the reservation cut-off date is **October 23, 2018**, but the hotel could sell out before that time. **If the hotel is sold out, please contact Melanie Howe for a list of alternative suggestions.**

Registrant Information:

Registration Date	11/06/2018
Name	Reginald Sessions
Nickname	Reggie
Title	Commissioner
Affiliation	Fort Pierce

E-mail	rsessions@city-ftpierce.com
Please list any special dietary requirements (i.e. - vegetarian, Kosher, etc.)	n/a

Your Itinerary:

Registration Fee (1)	$250.00
Total	**$250.00**
Payments	$250.00
Balance	**$0.00**

Payment Receipt:

Credit Card Reference Code	41039679606
Credit Card Authorization Code	054040
Date Processed	11/06/2018
Total Paid	$250.00
Payment Type	VISA **********1435

This is an automated e-mail. Please do not reply to this message.

© 2018 Florida League of Cities, Inc. All rights reserved.

Your Nov-14-2018 Confirmation #82901706
Embassy Suites by Hilton Confirmed
11/13/2018 08:37 AM
To:
NRIOS@CITY-FTPIERCE.COM
Hide Details
From: "Embassy Suites by Hilton Confirmed" <noreply@h4.hilton.com>
To: "NRIOS@CITY-FTPIERCE.COM" <NRIOS@CITY-FTPIERCE.COM>

EMBASSY SUITES by HILTON

REGINALD SESSIONS, join Hilton Honors

sign up

REGINALD SESSIONS,
see you on Nov-14-2018

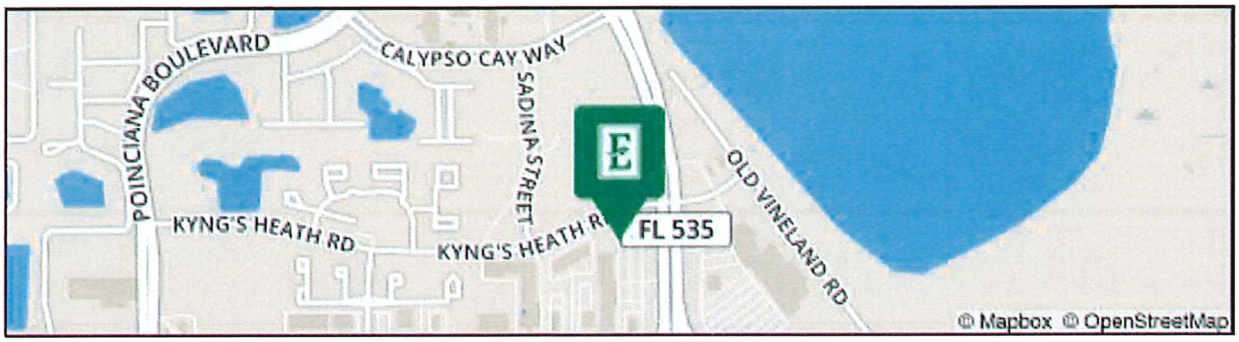


Your Upcoming Stay

Embassy Suites by Hilton Orlando Lake Buena Vista South
4955 Kyngs Heath Road
Kissimmee FL 34746, US
T: +1 4075974000

Confirmation #82901706

Wed		Fri
14	2 nights	16
November		November
Check In: 4:00PM		Check Out: 11:00AM



Kissimmee

Wed	Thu	Fri
75°F	65°F	54°F

Your Room Information

2 QUEEN BEDS NONSMOKING

Rooms: 1
Guests: 1 Adult

REGINALD SESSIONS
ENJOY A SPECIAL ROOM UPGRADE FOR ONLY $7
SHOW MY CUSTOM UPGRADE

Plan ahead by making an Arrival Request.

Order Now

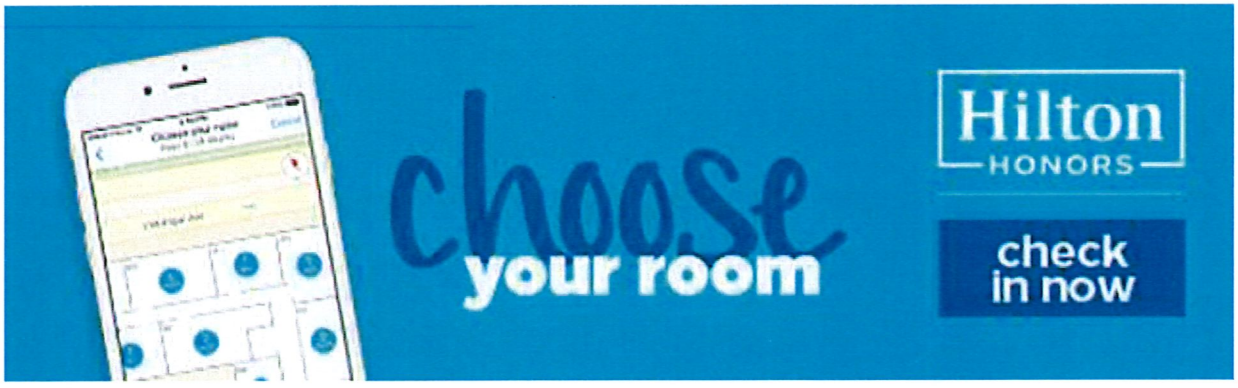
☑

Your Rate Information

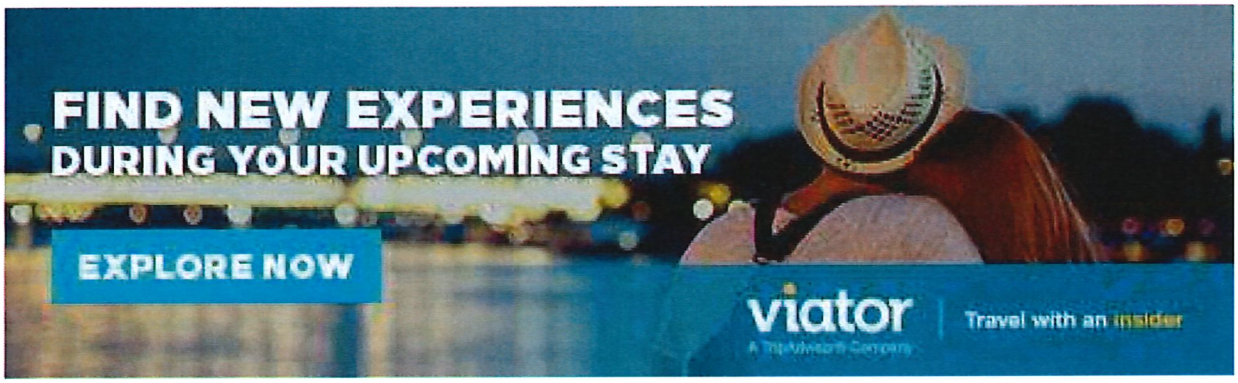
LEAGUE OF CITIES

Rate Per Night:	
Nov-14-2018 - Nov-16-2018	145.00 USD
Total for Stay per Room Rate:	**290.00 USD**
Taxes	~~39.15 USD~~ tax exempt
Total for Stay	~~329.15 USD~~

Review Your Cancellation Policy









Comments & Requests | Additional Information

TAX EXEMPT **INDIV CALL IN*$145.00 ROOM RATE*ALL CHARGES ON OWN*$,10 SELF PARKING*72HR CXL**:

Tax

13.50% Per Room Per Night

Valet Parking: 15.00 USD

Self Parking: 10.00 USD x 3 Days

November 14, 15, 16

$30.00

Google Maps 100 U.S. 1, Fort Pierce, FL to 100 U.S. 1, Fort Pierce, FL Drive 215 miles, 3 h 39 min

Florida League of Cities Legislative Conference

100 US-1
Fort Pierce, FL 34950

Get on I-95 N from FL-68 W/Orange Ave

10 min (4.5 mi)

1. Head northwest on N 4th St toward Avenue A

272 ft

2. Turn left at the 1st cross street onto Avenue A

0.2 mi

3. Turn left onto N 7th St

72 ft

4. Turn right onto FL-68 W/Orange Ave

3.7 mi

5. Use the right lane to merge onto I-95 N via the ramp to Daytona Beach

0.5 mi

Follow I-95 N to FL-60 W/20th St in West Vero Corridor. Take exit 147 from I-95 N

13 min (15.4 mi)

6. Merge onto I-95 N

15.0 mi

7. Use the right 2 lanes to take exit 147 for FL-60 W toward Lake Wales

0.3 mi

Get on Florida's Turnpike in Osceola County

24 min (25.3 mi)

8. Use any lane to turn left onto FL-60 W/20th St

Continue to follow FL-60 W

24.6 mi

9. Use the right lane to take the Florida's Turnpike ramp

Toll road

0.2 mi

10. Keep left at the fork, follow signs for Orlando N and merge onto Florida's Turnpike
⚠ Toll road

0.5 mi

Follow Florida's Turnpike to E Osceola Pkwy in Buena Ventura Lakes. Take exit 249 from Florida's Turnpike

46 min (55.4 mi)

11. Merge onto Florida's Turnpike
⚠ Toll road

55.1 mi

12. Take exit 249 for Osceola Pkwy
⚠ Toll road

0.3 mi

Continue on E Osceola Pkwy to your destination

17 min (7.4 mi)

13. Use any lane to turn left onto E Osceola Pkwy
⚠ Partial toll road

6.2 mi

14. Take the exit toward US-192/Resort Area/FL-535
⚠ Toll road

0.4 mi

15. Turn left onto N Poinciana Blvd (signs for US-192 W/Marker)
⚠ Toll road

0.1 mi

16. Use the left 2 lanes to turn left at the 1st cross street onto FL-535 S

0.5 mi

17. Turn right onto Kyngs Heath Rd

289 ft

18. Turn right

98 ft

19. Turn left

207 ft

20. Turn right

92 ft

21. Turn right
ⓘ Destination will be on the left

85 ft

1 h 50 min (108 mi)

4955 Kyngs Heath Rd

Kissimmee, FL 34746

Get on Florida's Turnpike in Kissimmee from W Osceola Pkwy

17 min (7.2 mi)

22. Head east

203 ft

23. Continue straight

98 ft

24. Turn left onto Kyngs Heath Rd

289 ft

25. Turn left at the 1st cross street onto FL-535 N

0.2 mi

26. Use the right lane to take the Osceola Pkwy E ramp

⚠ Toll road

0.3 mi

27. Merge onto W Osceola Pkwy

⚠ Partial toll road

6.2 mi

28. Turn right onto the Florida's Turnpike S ramp

⚠ Toll road

0.4 mi

Follow Florida's Turnpike to FL-60 E. Take exit 193 from Florida's Turnpike

46 min (55.2 mi)

29. Merge onto Florida's Turnpike

⚠ Toll road

54.8 mi

30. Take exit 193 for FL-60 toward US-441/Yeehaw jnc

⚠ Toll road

0.4 mi

Get on I-95 S in Indian River County

23 min (24.9 mi)

31. Turn left onto FL-60 E (signs for Vero Beach)
⚠ Partial toll road

24.5 mi

32. Use the right lane to merge onto I-95 S via the ramp to W Palm Beach

0.5 mi

Follow I-95 S to St. Lucie County. Take the FL-68 W exit from I-95 S

13 min (15.7 mi)

33. Merge onto I-95 S

14.9 mi

34. Take the FL-68 W exit toward Orange Ave

0.2 mi

35. Keep left at the fork, follow signs for I-95 and merge onto FL-68 E/Orange Ave

0.6 mi

Follow FL-68 E/Orange Ave to N 4th St in Fort Pierce

10 min (4.2 mi)

36. Merge onto FL-68 E/Orange Ave
ⓘ Pass by Wells Fargo Bank (on the right in 4.1 mi)

4.2 mi

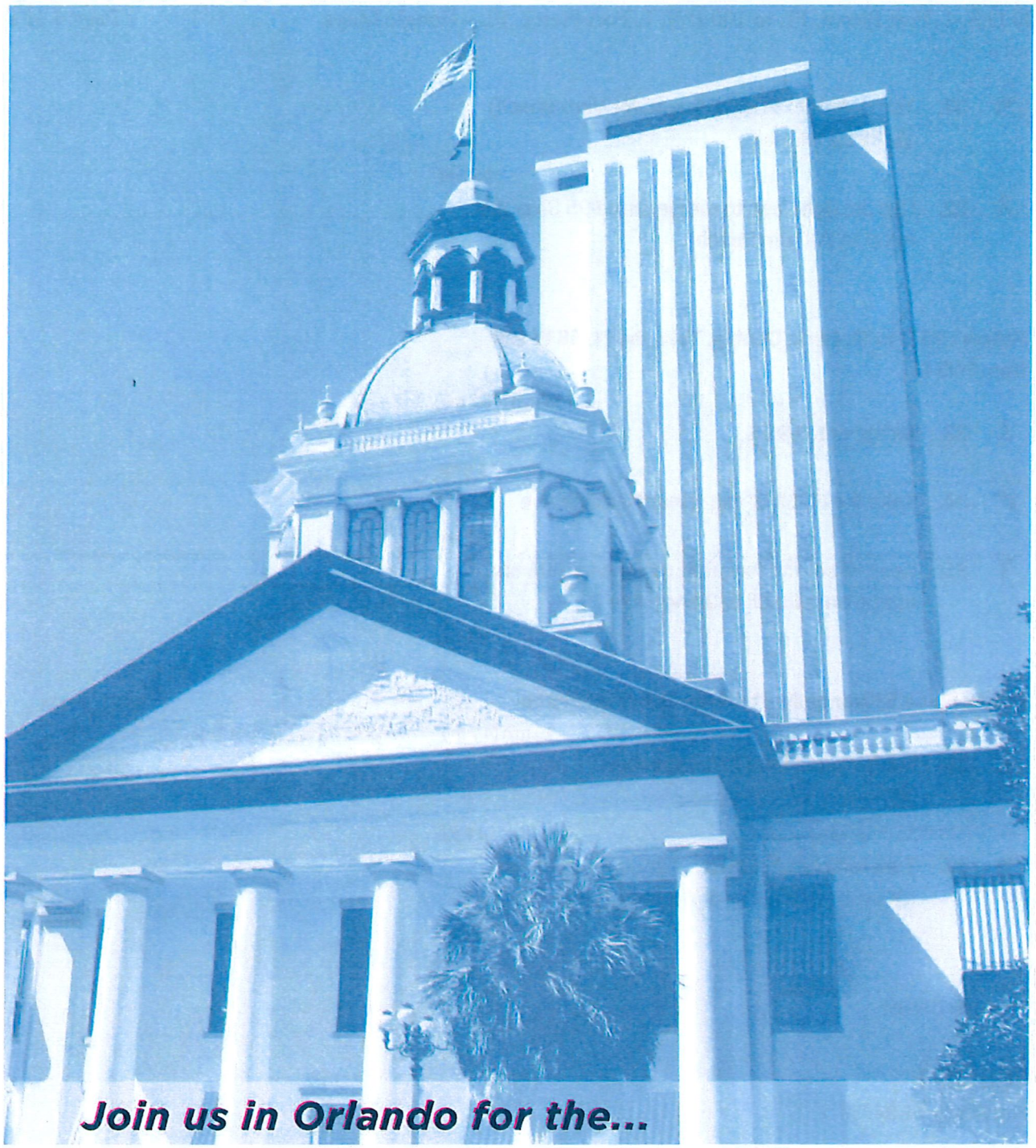
37. Turn left onto N 4th St
ⓘ Destination will be on the right

233 ft

1 h 49 min (107 mi)

100 US-1
Fort Pierce, FL 34950

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



FLORIDA LEAGUE OF CITIES, INC.

58th ANNUAL LEGISLATIVE CONFERENCE

Embassy Suites Orlando - Lake Buena Vista South

November 15-16, 2018

TENTATIVE PROGRAM*

We are planning a variety of informative workshops to help you prepare for the 2019 legislative session. The workshop schedule will be posted to our website and social media as soon as it is available, so check for updates!

Wednesday, November 14

8:30 a.m. - 1:00 p.m.
Research Symposium
Hosted by the League's Center for Municipal Research & Innovation

Additional registration required. Contact Liane Giroux at lgiroux@flcities.com.

1:30 p.m. - 3:30 p.m.
Florida League of Mayors Roundtable
Mayors Only. Separate registration information will be available soon.

3:30 p.m. - 4:45 p.m.
Regional Advocacy Teams Strategic Planning Meeting

4:00 p.m. - 5:00 p.m.
Florida League of Mayors Board of Directors Meeting

5:15 p.m. - 6:15 p.m.
Local/Regional League Officers Meeting
For local/regional league presidents, vice presidents and executive directors

Thursday, November 15

7:30 a.m.
Coffee Service

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
Federal Action Strike Team (FAST) Meeting

8:00 a.m. - 9:00 a.m.
First-Time Attendees' Orientation

9:00 a.m. - 10:00 a.m.
Advocacy Committee Meeting

9:00 a.m. - 10:00 a.m.
Workshop

10:00 a.m. - 12:00 p.m.
Legislative Policy Committee Meetings

- Finance, Taxation and Personnel
- Land Use and Economic Development
- Municipal Administration
- Transportation and Intergovernmental Relations
- Utilities, Natural Resources and Public Works

BE PART OF THE LEAGUE'S LEGISLATIVE PROCESS!

The 58th Annual Legislative Conference will be held **November 15-16, 2018,** at the **Embassy Suites Orlando - Lake Buena Vista South**. The second of the League's annual meetings, this important conference sets our legislative policies and priorities for the upcoming session of the Legislature. Over the course of the two-day meeting, attendees will attend workshops and legislative policy committee meetings. You won't want to miss Dr. Susan MacManus, one of Florida's most respected political analysts, as she deconstructs Florida's monumental elections at the Opening Luncheon on Thursday.

Florida League of Cities President Leo E. Longworth, mayor of the City of Bartow, will preside over the conference where he will officially kick-off and lay the foundation for cities' involvement in the legislative process. Join your municipal colleagues as the state's top issues are discussed and priorities established for the 2019 session. We look forward to seeing you there.

REGISTRATION FEES

The registration fee for this conference is **$250** per person. This fee covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event. No official activities are scheduled for guests or spouses.

MAIL REGISTRATION

To register in advance, fill out the enclosed registration form, attach a check for $250, and mail it to the League office by **Friday, November 2, 2018**. Your name badge and other information can be picked up at the conference registration desk.

ONLINE REGISTRATION

Visit the League website, ***www.flcities.com***, to access online registration.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(Note: You are not registered until we receive your payment and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa, MasterCard or American Express. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors. **Please note that payments via credit card may only be made online.**

Questions? Contact Meetings Manager Melanie G. Howe, CAE, CMP, with any questions at ***mhowe@flcities.com*** or via phone at (850) 222-9684.

2018 LEGISLATIVE CONFERENCE REGISTRATION FORM

Return completed form via mail to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, ***www.flcities.com***, to access online registration.

Please type or print information requested.
Fill out a separate form for each registrant.

Name: _____
first *middle* *last*

First Name or Nickname: _____
(as you wish it to appear on badge)

Title: _____ Affiliation: _____
(city, county or company)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

First-Time Attendee: ☐Yes ☐No Office Contact Person: _____

ADDITIONAL ACTIVITIES

Please indicate if you will be attending the ethics workshop. NOTE: Do not check the box unless you are sure you will be attending the event.

☐ **Friday, November 16** -
Continuing Education in Ethics

REMINDERS

Registration fee: $250. Covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event.

Make checks payable to the **Florida League of Cities.**

The advance registration deadline is November 2. After that date, please register on-site.

Complete a separate Conference Registration Form for each delegate. Duplicate this form as needed. Full payment must accompany each registration.

Cancellations must be received and confirmed in writing by **5:00 p.m., Friday, November 2** to receive a refund of registration fees. Refunds will not be issued until after the conference. No refunds will be issued for early departure. **Note: An administrative fee of $25.00 will be deducted from all refunds.**

Special Needs: If you are physically challenged and require special services, or if you have special dietary needs, please attach a written description of those needs to your registration form.

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

Meeting Date: 11/19/2018

Re: 2017 - 2018 Collective Bargaining Agreement with PBA

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

SUBJECT:

Approve the Collective Bargaining Agreement Between the City of Fort Pierce and Coastal Florida Police Benevolent Association PBA October 1, 2015 - September 30, 2018 and a Memorandum of Understanding.

SUMMARY:

2017 - 2018 PBA Collective Bargaining Agreement and MOU attached.

RECOMMENDATION:

Approval

ALTERNATIVES:

None so far.

RESPONSIBLE STAFF:

Kevin Browning, Barbara Moore, Deputy Chief Frank Amandro, Acting Deputy Chief Ridle

COORDINATED WITH:

Fort Pierce Police Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017/2018

Amount: 3% salary increase

OTHER INFORMATION:

The 3% increase was budgeted in the 2017 - 2018 budget.

Attachments

PBA Contract

MOU with PBA

PBA Contract Part 1

PBA Contract with Changes 2

Form Review

Inbox	Reviewed By	Date
City Manager	Kevin Browning	11/04/2018 03:17 PM

City Manager	Kevin Browning	11/06/2018 03:58 PM
City Manager	Kaitlyn Ballard	11/14/2018 03:49 PM
City Manager	Kevin Browning	11/14/2018 05:15 PM
City Manager	Nick Mimms	11/14/2018 05:54 PM

Form Started By: Kevin Browning Started On: 11/04/2018 03:03 PM

Final Approval Date: 11/14/2018

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(Sergeants' and Lieutenants' Unit)

OCTOBER 1, 2015 to SEPTEMBER 30, 2018

Contract Ratified: **11/08/2018**
City Commission Approval: **11/19/2018**

Table of Contents

Article		***Page***
1	PREAMBLE	1
2	RECOGNITION	2
3	SUBCONTRACTING	3
4	EMPLOYEES RIGHTS	4
5	MANAGEMENT RIGHTS	5
6	NO STRIKES AND LOCKOUTS	7
7	BULLETIN BOARDS AND MAILBOXES	8
8	NO DISCRIMINATION	9
9	WORKING OUT OF CLASSIFICATION	10
10	WORK RULES	11
11	HOURS OF WORK, OVERTIME AND COMPENSATORY TIME	13
12	DISPOSITION OF GRIEVANCES	15
13	SAFETY AND HEALTH	17
14	SENIORITY	18
15	REDUCTION IN FORCE	19
16	PROMOTIONS AND PROMOTIONAL EXAM PROCEDURES	20
17	INSURANCE	22
18	CHECKOFF	23
19	UNION REPRESENTATION	24
20	HOLIDAYS	26
21	VACATION LEAVE	27
22	SICK LEAVE	29
23	BEREAVEMENT LEAVE	31

24 DRUG AND ALCOHOL TESTING 32
25 MAINTENANCE OF STANDARDS 36
26 AFFIRMATIVE ACTION 37
27 INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES 38
28 SEVERABILITY 49
29 EDUCATIONAL REIMBURSEMENT 40
30 RETIREMENT PLAN 41
31 WAGES 43
32 ADDENDUM A – STEP PAY PLAN 45
32 DURATION OF AGREEMENT 46

ARTICLE 1

PREAMBLE

SECTION 1.1

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

SECTION 1.2

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

SECTION 1.3

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

SECTION 1.4

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

ARTICLE 2

RECOGNITION

SECTION 2.1

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

SECTION 2.2

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

ARTICLE 3

SUBCONTRACTING

SECTION 3.1

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

SECTION 3.2

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

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 4.1

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

SECTION 4.2

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

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 5.1

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

SECTION 5.2

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

SECTION 5.3

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

SECTION 5.4

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

SECTION 5.5

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

SECTION 5.5 (Continued)

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

ARTICLE 6

NO STRIKES AND LOCKOUTS

SECTION 6.1

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

SECTION 6.2

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

SECTION 6.3

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

ARTICLE 7

BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

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

SECTION 7.2

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

SECTION 7.3

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

SECTION 7.4

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

ARTICLE 8

NO DISCRIMINATION

SECTION 8.1

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

ARTICLE 9

WORKING OUT OF CLASSIFICATION

SECTION 9.1

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

SECTION 9.2

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

ARTICLE 10

WORK RULES

SECTION 10.1

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

SECTION 10.2

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

SECTION 10.3

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

SECTION 10.4

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

SECTION 10.5

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

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

SECTION 10 (Continued)

SECTION 10.6

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

ARTICLE 11

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 11.1

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

SECTION 11.2

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

SECTION 11.3

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

SECTION 11.4 – RECALL

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

SECTION 11.5 –COURT TIME

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

SECTION 11.5 (Continued)

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

SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

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

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

SECTION 11.7 - COMPENSATORY TIME

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

A. Training purposes.

B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

C. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

D. Officers may request compensatory time in lieu of overtime.

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

ARTICLE 12

DISPOSITION OF GRIEVANCES

SECTION 12.1

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

A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor. The grievance shall state the following:

    1. Article violated;
    2. A complete statement of the grievance; and,
    3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.

B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.

C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police of the aggrieved employee. The Deputy Chief of Police shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

SECTION 12.1 (Continued)

E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

F. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

G. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of this Agreement, nor shall his decision have the -effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

H. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.

I. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

J. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.

K. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

L. The parties agree that in the event of any arbitration hearing, impasse hearing, or other PERC hearing involving the parties. The parties will make verbal closing arguments at the time of the arbitration or hearing, and the parties specifically agree that neither party will make a later written closing argument.

ARTICLE 13

SAFETY AND HEALTH

SECTION 13.1

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

SECTION 13.2

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

SECTION 13.3

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

SECTION 13.4

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

SECTION 13.5

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

ARTICLE 14

SENIORITY

SECTION 14.1 – CITYWIDE SENIORITY

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

SECTION 14.2 – DEPARTMENTAL SENIORITY

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

SECTION 14.3 – CLASSIFICATION SENIORITY

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

SECTION 14.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the City, by certified mail, to return to work.

SECTION 14.5

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

ARTICLE 15

REDUCTION IN FORCE

SECTION 15.1

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

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

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

B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualification and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

F. The CITY will maintain a list of employees laid off under this Article twelve (12) months and will not hire any new employees until the employees that were laid off from this bargaining unit are contacted and offered the open position(s) if they currently are qualified and meet the Police standards. For employees hired prior to the ratification of the FY 2016 contract, the CITY will maintain a list of employees laid off under this Article for two (2) years.

ARTICLE 16

PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

SECTION 16.1

A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.

B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.

C. The Chief of Police shall determine the competitive promotional examination and/or assessment process.

D. The CITY shall conduct a competitive examinations procedure and establish eligibility list in the manner provided below. Eligibility shall be established as follows:

Sergeant's eligibility requirements:

- Have a minimum of three and a half (3 ½) years of experience with the Fort Pierce Police Department in the capacity of a sworn officer; and
- Have received a rating of satisfactory or higher on the last three (3) performance evaluations; and
- Achieve a qualifying score on the most recent promotional examination or assessment.

SECTION 16.1 (Continued)

Lieutenant's eligibility requirements:

- Have a minimum of two (2) years of experience with the Fort Pierce Police Department in the capacity of a sergeant; and
- Have received a rating of satisfactory or higher on the last three (3) performance evaluation; and
- Achieve a qualifying score on the most recent promotional examination or assessment.

E. In the event that promotional scores are the same, everyone at that level will be included on the eligibility list.

F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.

G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:

- Sergeants – The eligibility list shall be comprised of the top ten (10) Officers with a passing score of seventy-four (74) on the promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

SECTION 16.1 (Continued)

- Lieutenants – The eligibility list shall be comprised of all Sergeants with a passing score of seventy-four (74) on the Lieutenants promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

ARTICLE 17

INSURANCE

SECTION 17.1

A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

B. The CITY will furnish life insurance coverage in the amount of $20,000 for all full time regular Bargaining Unit members.

C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

ARTICLE 18

CHECKOFF

SECTION 18.1

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

SECTION 18.2

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

SECTION 18.3

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

SECTION 18.4

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

ARTICLE 19

UNION REPRESENTATION

SECTION 19.1

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

SECTION 19.2

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

SECTION 19.3

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

SECTION 19.4

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

SECTION 19.5

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

SECTION 19 (Continued)

SECTION 19.6

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

SECTION 19.7

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

Charges against the PBA Time Pool will be kept by the Police Department and the PBA. A PBA representative may be granted pool time to attended public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the PBA to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the PBA or to contribute to a sick or injured employee in accordance to Section 19.8. The use of the Time Pool shall be handled in the same manner as vacation requests. The PBA and City agree that this Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the PBA Time Pool become depleted, anyone engaging in PBA activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 19.8

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

ARTICLE 20

HOLIDAYS

SECTION 20.1

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

SECTION 20.2

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

SECTION 20.3

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

SECTION 20.4

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

ARTICLE 21

VACATION LEAVE

SECTION 21.1

A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

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

All regular employees shall accumulate vacation leave as follows:

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

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

SECTION 21.2 (Continued)

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

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

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

SECTION 21.3 - USE OF VACATION LEAVE

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

SECTION 21.4

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

A. Vacation leave;

B. Absences for transaction of personal business which cannot be conducted during off-duty hours;

C. Religious holidays;

D. Sickness, once sick leave has been exhausted through illness;

SECTION 21.5 - PAYMENT OF UNUSED VACATION LEAVE

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

ARTICLE 22

SICK LEAVE

SECTION 22.1 – RATE AT WHICH SICK LEAVE IS EARNED

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

SECTION 22.2 – REQUEST FOR SICK LEAVE

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

SECTION 22.3 – USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

D. Exposure to a contagious disease, which would endanger others.

E. Illness or injury of a member of the employees' household which requires the personal care and attention of the employee.

SECTION 22.4 –ACCUMULATION OF SICK LEAVE

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

SECTION 22.5 CERTIFICATION BY A PHYSICIAN

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

SECTION 22.5 (Continued)

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

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

SECTION 22.6 UNUSED SICK LEAVE

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of forty-five (45) days.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years or continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of ninety (90) days.

C. Employees who do not use all of their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay; provided however, such time shall not exceed ninety (90) days. The employee who request and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 23
BEREAVEMENT LEAVE

SECTION 23.1

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

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

SECTION 23.2

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

ARTICLE 24

DRUG AND ALCOHOL TESTING

SECTION 24.1

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

SECTION 24.2

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

SECTION 24.3

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

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

SECTION 24.4

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

SECTION 24.4 (Continued)

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

SECTION 24.5

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

SECTION 24.6

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

A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.

C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

D. Information that an individual has tampered with an alcohol or drug test during his employment.

E. Information that an employee has caused, or contributed to, an accident while at work.

SECTION 24.6 (Continued)

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

SECTION 24.7

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

SECTION 24.8

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

SECTION 24.9

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

SECTION 24.10

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

SECTION 24 (Continued)

SECTION 24.11

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

SECTION 24.12

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

ARTICLE 25

MAINTENANCE OF STANDARDS

SECTION 25.1

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

ARTICLE 26

AFFIRMATIVE ACTION

SECTION 26.1

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

ARTICLE 27

INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES

SECTION 27.1

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

ARTICLE 28

SEVERABILITY

SECTION 28.1

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

ARTICLE 29

EDUCATIONAL REIMBURSEMENT

SECTION 29.1 SERGEANTS AND LIEUTENANTS

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

SECTION 29.2

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

SECTION 29.3

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

ARTICLE 30

RETIREMENT PLAN

SECTION 30.1

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

SECTION 30.2

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

SECTION 30.3

Changes affecting new employees only effective October 1, 2012:

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

Changes affecting current unit members:

A. Overtime

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

SECTION 30.3 (Continued)

B. Sick Leave and Vacation Time

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.

2. Sick leave and vacation time accrued after the effective date of this Agreement shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.

3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of the effective date of this Agreement, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file.

SECTION 30.4

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

SECTION 30.5

Change the vesting period from 10 years to 5 years effective November 5, 2018.

ARTICLE 31

WAGES

LIEUTENANTS AND SERGEANTS
FY 2017 - 2018

SECTION 31.1

FISCAL YEAR 2017 - 2018

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

Lieutenants and Sergeants: Date of Promotion

LIEUTENANTS

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

SERGEANTS

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

SECTION 31.1 (Continued)

The CITY shall provide a total of a three percent (3%) increase to the bargaining unit's over-all Step Plan. The employees' Pay Increase shall be calculated on the adjusted Step Plan. The employees pay increases shall be retroactive effective October 1, 2017 The adjusted Step Plan is funded for year one (1) of this contract. Eligibility for current steps (years in grade) shall be defined as follows: Pay steps shall be calculated as of October 1, 2016. . It is the City's policy that whenever an employee reaches the top of his/her pay range, they will receive a one-time bonus if a raise is negotiated.

For the Rank of Sergeant;

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

For the Rank of Lieutenant;

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

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

SECTION 31.2 SPECIALIZED UNITS - INCENTIVE PAY

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

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

EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies. The additional pay provision policy will be presented to union representatives in person or via email by June 30 of each year unless extended by mutual agreement and will be in effect only for a period of one year.

Addendum A

Step Pay Plan

SERGEANTS										
STEPS	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10+**
FY2018	**66,954**	**68,142**	**69,386**	**70,630**	**71,876**	**73,120**	**74,365**	**75,609**	**76,847**	**78,104**
LIEUTENANTS										
STEPS	**1**	**2**	**3**	**4**	**5**	**6**	**7+**			
FY2018	**80,918**	**82,416**	**83,914**	**85,413**	**86,911**	**88,410**	**89,909**			

ARTICLE 32

DURATION OF AGREEMENT

SECTION 32.1

This Agreement shall be effective **October 1, 2015**, and shall remain in force up to and including **September 30, 2018**.

FOR THE CITY OF FORT PIERCE

Linda Hudson **Date**
Mayor

Witness by:

Linda Cox **Date**
City Clerk

Nicholas Mimms **Date**
City Manager

Diane Hobley-Burney **Date**
Chief of Police

Chief Negotiator /HR **Date**
Kevin E. Browning

Approved as to form and correctness:

Benjamin Bryan **Date**
City Attorney

FOR THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

Al Boettjer **Date**
CFPBA Staff Representative

William Hall **Date**
Union Representative

Donald Christman **Date**
Union Representative

THE SUNRISE CITY
FORT PIERCE
Florida
HUMAN RESOURCES
DEPARTMENT

Memorandum of Understanding

The Parties of the **City of Fort Pierce** and **Florida Coastal PBA** hereby agree that it is a goal to complete 2017 - 2018 negotiations. We agree that the issue of Disability Retirement is a topic and concern that must be addressed, and it will be negotiated during talks for the 2018 – 2019 fiscal year / contract discussions.

For the City of Fort Pierce	Date	For Florida Coastal PBA	Date
Printed Name		Printed Name	
For the City of Fort Pierce	Date		
Printed Name			

Approved as to form and correctness:

Ben J Bryan — City Attorney

Nov 5, 2018 — Date

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(Sergeants' and Lieutenants' Unit)

OCTOBER 1, 2015 to SEPTEMBER 30, 2018

DRAFT PBA AGREEMENT 06042018

Articles addressed:
Article 16 – Promotions
Article 31 – Wages
Addendum A
Article 32 – Duration of Agreement
(Emergency Policy not in contract)
(Retirement Board Change not in contract)

Contract Ratified: ~~04/05/2018~~
City Commission Approval: ~~04/16/2018~~

10/18/18

Table of Contents

Article		*Page*
1	PREAMBLE	1
2	RECOGNITION	2
3	SUBCONTRACTING	3
4	EMPLOYEES RIGHTS	4
5	MANAGEMENT RIGHTS	5
6	NO STRIKES AND LOCKOUTS	7
7	BULLETIN BOARDS AND MAILBOXES	8
8	NO DISCRIMINATION	9
9	WORKING OUT OF CLASSIFICATION	10
10	WORK RULES	11
11	HOURS OF WORK, OVERTIME AND COMPENSATORY TIME	13
12	DISPOSITION OF GRIEVANCES	15
13	SAFETY AND HEALTH	17
14	SENIORITY	18
15	REDUCTION IN FORCE	19
16	PROMOTIONS AND PROMOTIONAL EXAM PROCEDURES	20
17	INSURANCE	23
18	CHECKOFF	24
19	UNION REPRESENTATION	25
20	HOLIDAYS	27
21	VACATION LEAVE	28
22	SICK LEAVE	30
23	BEREAVEMENT LEAVE	32

DRAFT PBA AGREEMENT 06042018

XSD 10/18/18

24 DRUG AND ALCOHOL TESTING 33
25 MAINTENANCE OF STANDARDS 37
26 AFFIRMATIVE ACTION 38
27 INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES 39
28 SEVERABILITY 40
29 EDUCATIONAL REIMBURSEMENT 41
30 RETIREMENT PLAN 42
31 WAGES 44
32 ADDENDUM A – STEP PAY PLAN 46
32 DURATION OF AGREEMENT 47

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 1

PREAMBLE

SECTION 1.1

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

SECTION 1.2

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

SECTION 1.3

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

SECTION 1.4

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

DRAFT PBA AGREEMENT 06042018

KEB

10/18/18

ARTICLE 2

RECOGNITION

SECTION 2.1

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

SECTION 2.2

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

DRAFT PBA AGREEMENT 06042018

KEN 10/18/18

ARTICLE 3

SUBCONTRACTING

SECTION 3.1

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

SECTION 3.2

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

DRAFT PBA AGREEMENT 06042018

KES 10/18/18 AWD

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 4.1

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

SECTION 4.2

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

DRAFT PBA AGREEMENT 06042018

NJC

10/18/18

KED

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 5.1

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

SECTION 5.2

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

SECTION 5.3

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

SECTION 5.4

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

SECTION 5.5

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

DRAFT PBA AGREEMENT 06/4/2018

10/18/18

KD

SECTION 5.5 (Continued)

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 6

NO STRIKES AND LOCKOUTS

SECTION 6.1

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

SECTION 6.2

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

SECTION 6.3

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

DRAFT PBA AGREEMENT 10/04/2018

10/18/18

ARTICLE 7

BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

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

SECTION 7.2

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

SECTION 7.3

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

SECTION 7.4

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 8

NO DISCRIMINATION

SECTION 8.1

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 9

WORKING OUT OF CLASSIFICATION

SECTION 9.1

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

SECTION 9.2

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 10

WORK RULES

SECTION 10.1

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

SECTION 10.2

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

SECTION 10.3

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

SECTION 10.4

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

SECTION 10.5

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

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

DRAFT PBA AGREEMENT 06042018

10/18/18

SECTION 10 (Continued)

SECTION 10.6

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 11

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 11.1

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

SECTION 11.2

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

SECTION 11.3

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

SECTION 11.4 – RECALL

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

SECTION 11.5 – COURT TIME

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

DRAFT PBA AGREEMENT 06042018

SECTION 11.5 (Continued)

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

SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

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

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

SECTION 11.7 - COMPENSATORY TIME

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

A. Training purposes.

B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

C. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

D. Officers may request compensatory time in lieu of overtime.

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 12

DISPOSITION OF GRIEVANCES

SECTION 12.1

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

A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor. The grievance shall state the following:

   1. Article violated;
   2. A complete statement of the grievance; and,
   3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.

B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.

C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police of the aggrieved employee. The Deputy Chief of Police shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

DRAFT PBA AGREEMENT 06042018

10/18/18

SECTION 12.1 (Continued)

E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

F. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

G. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of this Agreement, nor shall his decision have the -effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

H. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.

I. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

J. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.

K. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

L. The parties agree that in the event of any arbitration hearing, impasse hearing, or other PERC hearing involving the parties. The parties will make verbal closing arguments at the time of the arbitration or hearing, and the parties specifically agree that neither party will make a later written closing argument.

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 13

SAFETY AND HEALTH

SECTION 13.1

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

SECTION 13.2

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

SECTION 13.3

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

SECTION 13.4

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

SECTION 13.5

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

DRAFT IBA AGREEMENT 06042018

10/18/18

ARTICLE 14

SENIORITY

SECTION 14.1 - CITYWIDE SENIORITY

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

SECTION 14.2 - DEPARTMENTAL SENIORITY

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

SECTION 14.3 - CLASSIFICATION SENIORITY

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

SECTION 14.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the City, by certified mail, to return to work.

10/18/18

SECTION 14.5

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

DRAFT PBA AGREEMENT 06042018

ARTICLE 15

REDUCTION IN FORCE

SECTION 15.1

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

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

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

B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualification and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

F. The CITY will maintain a list of employees laid off under this Article twelve (12) months and will not hire any new employees until the employees that were laid off from this bargaining unit are contacted and offered the open position(s) if they currently are qualified and meet the Police standards. For employees hired prior to the ratification of the FY 2016 contract, the CITY will maintain a list of employees laid off under this Article for two (2) years.

DRAFT PBA AGREEMENT 06042018

10/18/18

RECEIVED
OCT 24 2018
HUMAN RESOURCES
CITY OF FORT PIERCE

ARTICLE 16

PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

SECTION 16.1

A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.

B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.

C. The Chief of Police shall determine the competitive promotional examination and/or assessment process.

D. The CITY shall conduct a competitive examinations procedure and establish eligibility list in the manner provided below. Eligibility shall be established as follows:

Sergeant's eligibility requirements:

- Have a minimum of three and a half (3 ½) years of experience with the Fort Pierce Police Department in the capacity of a sworn officer; and
- Have received a rating of satisfactory or higher on the last three (3) performance evaluations; and
- ~~For FY 2016, at a minimum be enrolled in college and have at a minimum educational level equivalent to fifteen (15) credit hours from an approved college from the State accredited Association of Colleges and Schools list to participate in the examination or assessment process; and.~~
- ~~For FY 2017, have a minimum education level equivalent to thirty (30) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.~~
- ~~For FY 2018, have a minimum education level equivalent to forty-five (45) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.~~
- ~~For FY 2019, have a minimum education level equivalent to forty five (45) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.~~

10/24/2018

10/24/18

RECEIVED
OCT 24 2018
HUMAN RESOURCES
CITY OF FORT PIERCE

- Achieve a qualifying score on the most recent promotional examination or assessment.

KED

SECTION 16.1 (Continued)

Lieutenant's eligibility requirements:

- Have a minimum of two (2) years of experience with the Fort Pierce Police Department in the capacity of a sergeant; and

- Have received a rating of satisfactory or higher on the last three (3) performance evaluation; and

- ~~For FY 2016, at a minimum be enrolled in Bachelor's degree program and have at a minimum educational level equivalent to an Associate Degree (60 earned credit hours) from an approved college from the State accredited Association of Colleges and Schools list to participate in the examination or assessment process; and.~~

- ~~For FY 2017, have a minimum education level equivalent to seventy-five (75) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.~~

- ~~For FY 2018, have a minimum education level equivalent to ninety (90) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.~~

- ~~For FY 2019, have a minimum education level equivalent to ninety (90) credit hours from an approved college from the State accredited Association of Colleges and School list to participate in the examination or assessment process; and.~~

- Achieve a qualifying score on the most recent promotional examination or assessment.

E. In the event that promotional scores are the same, ~~performance (last three (3) performance evaluations) and sworn classification seniority shall be the deciding factor~~. everyone at that level will be included on the eligibility list.

F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.

TA

KED 10/24/2018

10/24/18

DRAFT PBA AGREEMENT 06042018

RECEIVED
OCT 24 2018
HUMAN RESOURCES
CITY OF FORT PIERCE

G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:

- Sergeants – The eligibility list shall be comprised of the top ten (10) Officers with a passing score of ~~seventy percent (70%)~~ seventy-four (74) on the promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

KEB

SECTION 16.1 (Continued)

- Lieutenants – The eligibility list shall be comprised of all Sergeants ~~that have successfully completed~~ with a passing score of seventy-four (74) on the Lieutenants promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

DRAFT PBA AGREEMENT 10/24/2018

KEB 10/24/2018

10/24/18

ARTICLE 17

INSURANCE

SECTION 17.1

A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

B. The CITY will furnish life insurance coverage in the amount of $20,000 for all full time regular Bargaining Unit members.

C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

~~D. Should the City provide improved insurance coverage benefits, or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the Bargaining Unit members.~~

DRAFT PBA AGREEMENT USCGA

10/18/18

ARTICLE 18

CHECKOFF

SECTION 18.1

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

SECTION 18.2

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

SECTION 18.3

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

SECTION 18.4

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 19

UNION REPRESENTATION

SECTION 19.1

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

SECTION 19.2

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

SECTION 19.3

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

SECTION 19.4

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

SECTION 19.5

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

DRAFT PBA AGREEMENT 06042018

SECTION 19 (Continued)

SECTION 19.6

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

SECTION 19.7

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

Charges against the PBA Time Pool will be kept by the Police Department and the PBA. A PBA representative may be granted pool time to attended public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the PBA to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the PBA or to contribute to a sick or injured employee in accordance to Section 19.8.
The use of the Time Pool shall be handled in the same manner as vacation requests. The PBA and City agree that this Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the PBA Time Pool become depleted, anyone engaging in PBA activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 19.8

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

DRAFT PBA AGREEMENT 10/8/2018

10/18/18

ARTICLE 20

HOLIDAYS

SECTION 20.1

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

SECTION 20.2

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

SECTION 20.3

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

SECTION 20.4

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 21

VACATION LEAVE

SECTION 21.1

A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

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

All regular employees shall accumulate vacation leave as follows:

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

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

DRAFT PBA AGREEMENT 06042018

10/18/18

SECTION 21.2 (Continued)

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

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

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

SECTION 21.3 - USE OF VACATION LEAVE

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

SECTION 21.4

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

A. Vacation leave;

B. Absences for transaction of personal business which cannot be conducted during off-duty hours;

C. Religious holidays;

D. Sickness, once sick leave has been exhausted through illness;

SECTION 21.5 - PAYMENT OF UNUSED VACATION LEAVE

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

DRAFT PBA AGREEMENT 06042018

10/15/18

ARTICLE 22

SICK LEAVE

SECTION 22.1 - RATE AT WHICH SICK LEAVE IS EARNED

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

SECTION 22.2 - REQUEST FOR SICK LEAVE

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

SECTION 22.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

D. Exposure to a contagious disease, which would endanger others.

E. Illness or injury of a member of the employees' household which requires the personal care and attention of the employee.

SECTION 22.4 –ACCUMULATION OF SICK LEAVE

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

SECTION 22.5 CERTIFICATION BY A PHYSICIAN

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

DRAFT PBA AGREEMENT 06042018

10/15/15

SECTION 22.5 (Continued)

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

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

SECTION 22.6 UNUSED SICK LEAVE

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of forty-five (45) days.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years or continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of ninety (90) days.

C. Employees who do not use all of their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay; provided however, such time shall not exceed ninety (90) days. The employee who request and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 23
BEREAVEMENT LEAVE

SECTION 23.1

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

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

SECTION 23.2

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 24

DRUG AND ALCOHOL TESTING

SECTION 24.1

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

SECTION 24.2

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

SECTION 24.3

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

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

SECTION 24.4

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

DRAFT PBA AGREEMENT 09042019

10/18/19

SECTION 24.4 (Continued)

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

SECTION 24.5

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

SECTION 24.6

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

A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.

C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

D. Information that an individual has tampered with an alcohol or drug test during his employment.

E. Information that an employee has caused, or contributed to, an accident while at work.

DRAFT PBA AGREEMENT 06042018

10/18/18

SECTION 24.6 (Continued)

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

SECTION 24.7

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

SECTION 24.8

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

SECTION 24.9

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

SECTION 24.10

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

DRAFT PBA AGREEMENT 06042015

10/15/15

SECTION 24 (Continued)

SECTION 24.11

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

SECTION 24.12

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

DRAFT PBA AGREEMENT 06042018

10/15/18

ARTICLE 25

MAINTENANCE OF STANDARDS

SECTION 25.1

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 26

AFFIRMATIVE ACTION

SECTION 26.1

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 27

INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES

SECTION 27.1

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

DRAFT PBA AGREEMENT 06042015

10/18/18

KEB

ARTICLE 28

SEVERABILITY

SECTION 28.1

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

DRAFT PBA AGREEMENT 06042018

10/18/18

KEB

AB

ARTICLE 29

EDUCATIONAL REIMBURSEMENT

SECTION 29.1 SERGEANTS AND LIEUTENANTS

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

SECTION 29.2

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

SECTION 29.3

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

DRAFT PBA AGREEMENT 06042018

10/18/18

ARTICLE 30

RETIREMENT PLAN

SECTION 30.1

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

SECTION 30.2

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

SECTION 30.3

Changes affecting new employees only effective October 1, 2012:

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

Changes affecting current unit members:

A. Overtime

1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.

2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amount.

DRAFT AGREEMENT 10042018

10/18/18

SECTION 30.3 (Continued)

B. Sick Leave and Vacation Time

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.

2. Sick leave and vacation time accrued after the effective date of this Agreement shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.

3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of the effective date of this Agreement, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file.

SECTION 30.4

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

SECTION 30.5

Change the vesting period from 10 years to 5 years effective November 5, 2018.

DRAFT IBA AGREEMENT 10/18/18

10/18/18

ARTICLE 31

WAGES

LIEUTENANTS AND SERGEANTS
FY 2017 - 2018

SECTION 31.1

FISCAL YEAR 2017 - 2018

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

Lieutenants and Sergeants: Date of Promotion

LIEUTENANTS

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

SERGEANTS

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

DRAFT PBA GRIEVANCE 06042018

10/18/18

SECTION 31.1 (Continued)

The CITY shall provide a total of a three percent (3%) increase to the bargaining unit's over-all Step Plan. The employees' Pay Increase shall be calculated on the adjusted Step Plan. The employees pay increases shall be retroactive effective October 1, ~~2016.~~**2017** The adjusted Step Plan is funded for year one (1) of this contract. Eligibility for current steps (years in grade) shall be defined as follows: Pay steps shall be calculated as of October 1, 2016. . It is the City's policy that whenever an employee reaches the top of his/her pay range, they will receive a one-time bonus if a raise is negotiated.

For the Rank of Sergeant;

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

For the Rank of Lieutenant;

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

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

SECTION 31.2 SPECIALIZED UNITS - INCENTIVE PAY

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

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

DRAFT RBA AGREEMENT 10604 2018

10/18/18

EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies. The additional pay provision policy will be presented to union representatives in person or via email by June 30 of each year unless extended by mutual agreement and will be in effect only for a period of one year.

DRAFT PBA AGREEMENT 06042018

Addendum A

Step Pay Plan

SERGEANTS										
STEPS	1	2	3	4	5	6	7	8	9	10+
FY2017	~~65,385~~	~~66,545~~	~~67,760~~	~~68,975~~	~~70,191~~	~~71,406~~	~~72,622~~	~~73,837~~	~~75,046~~	~~76,273~~
	66,954	68,142	69,386	70,630	71,876	73,120	74,365	75,609	76,847	78,104

LIEUTENANTS										
STEPS	1	2	3	4	5	6	7+			
FY2017	~~79,021~~	~~80,484~~	~~81,947~~	~~83,411~~	~~84,874~~	~~86,338~~	~~87,802~~			
	80,918	82,416	83,914	85,413	86,911	88,410	89,909			

10/18/18

ARTICLE 32

DURATION OF AGREEMENT

SECTION 32.1

This Agreement shall be effective **October 1, 2015**, and shall remain in force up to and including **September 30, 2018**. ~~The Contract will be open only Wages (Article 31) for the 2017 – 2018 fiscal year. In addition, either party shall be permitted to reopen one (1) additional article for negotiation.~~

DRAFT PBA AGREEMENT 06042018

FOR THE CITY OF FORT PIERCE

Linda Hudson **Date**
Mayor

Witness by:

Linda Cox **Date**
City Clerk

Nicholas Mimms **Date**
City Manager

Diane Hobley-Burney **Date**
Chief of Police

Chief Negotiator /HR **Date**
Kevin E. Browning

Approved as to form and correctness:

James M. Messer Esq. **Date**
City Attorney

FOR THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

Al Boettjer **Date**
CFPBA Staff Representative

William Hall **Date**
Union Representative

Donald Christman **Date**
Union Representative

10/18/18

KEB

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

Meeting Date: 11/19/2018

Re: 2017 - 2018 Collective Bargaining Agreement with IUPA

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

---

SUBJECT:

Approve the Collective Bargaining Agreement Between the City of Fort Pierce and International Union of Police Associations October 1, 2016 - September 30, 2019 and a Memorandum of Understanding.

SUMMARY:

This is the 2017 - 2018 contract between IUPA (International Union of Police Associations)

RECOMMENDATION:

Approval

ALTERNATIVES:

Proceed as directed by City Commission.

RESPONSIBLE STAFF:

Kevin Browning

Barbara Moore

Robert Ridle

COORDINATED WITH:

Fort Pierce Police Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2017/2018

Amount: 3% annual increase

OTHER INFORMATION:

The 3% increase was budgeted for in the 2017 budget

Attachments

IUPA Contract

2017 - 2018 MOU WITH IUPA

IUPA CONTRACT PART 1

IUPA CONTRACT PART 2

Form Review

Inbox	Reviewed By	Date
City Manager	Kevin Browning	11/06/2018 03:56 PM
City Manager	Kaitlyn Ballard	11/14/2018 03:32 PM
City Manager	Nick Mimms	11/14/2018 05:54 PM

Form Started By: Kevin Browning Started On: 11/06/2018 02:53 PM

Final Approval Date: 11/14/2018

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

INTERNATIONAL UNION of POLICE ASSOCIATIONS, AFL-CIO

(Police Officer Unit)

October 1, 2016 to September 30, 2019

Ratified: 11/08/2018
Approved: 11/19/2018

Table of Contents

Article		*Page*
1	PREAMBLE	1
2	RECOGNITION	2
3	SUBCONTRACTING	3
4	EMPLOYEE RIGHTS	4
5	MANAGEMENT RIGHTS	5
6	NO STRIKES AND LOCKOUTS	6
7	BULLETIN BOARDS AND MAILBOXES	7
8	WORKING OUT OF CLASSIFICATION	8
9	WORK RULES	9
10	HOURS OF WORK, OVERTIME AND COMPENSATORY TIME	10
11	DISPOSITION OF GRIEVANCES	13
12	SAFETY AND HEALTH	15
13	SENIORITY	16
14	REDUCTION IN FORCE	17
15	RESERVED	18
16	INSURANCE	19
17	CHECKOFF	20
18	UNION REPRESENTATION	21
19	FIELD TRAINING OFFICER (F.T.O.)	23
20	SPECIALIZED UNITS	24
21	DAMAGED PERSONAL PROPERTY	25
22	HOLIDAYS	26
23	VACATION LEAVE	27
24	SICK LEAVE	29
25	BEREAVEMENT LEAVE	31
26	DRUG AND ALCOHOL TESTING	32
27	RESERVED	36
28	AFFIRMATIVE ACTION	37
29	INTERNAL AND EXTERNAL INVESTIGATIONS	38

30 SEVERABILITY 39
31 EDUCATIONAL REIMBURSEMENT 40
32 RETIREMENT PLAN 41
33 WAGES/ADDENDUM 43
34 DURATION OF AGREEMENT 46

ARTICLE 1

PREAMBLE

SECTION 1.1

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the **"EMPLOYER"** or the **"CITY"**, and, International Union of Police Associations, AFL-CIO hereinafter referred to as the **ASSOCIATION** and/or the **"EMPLOYEE(S)."** This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1706.

SECTION 1.2

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

SECTION 1.3

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

SECTION 1.4

There shall be no individual arrangements contrary to the terms herein provided.

ARTICLE 2

RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes the INTERNATIONAL UNION of POLICE ASSOCIATIONS, AFL-CIO as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification, #1706 as amended, excluding all other employees.

SECTION 2.2

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

ARTICLE 3

SUBCONTRACTING

SECTION 3.1

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

SECTION 3.2

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

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 4.1

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

SECTION 4.2

There shall be no discrimination against any employee by reason of race, creed, color, age, physical handicap, national origin, sex, religious beliefs or ASSOCIATION membership or activity, or lack of ASSOCIATION membership or activity.

SECTION 4.3

This Agreement shall not foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 5.1

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

SECTION 5.2

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

SECTION 5.3

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

SECTION 5.4

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

SECTION 5.5

If the CITY determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, Section 5.2 and Article 11 will continue in case of emergency.

ARTICLE 6

NO STRIKES AND LOCKOUTS

SECTION 6.1

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

SECTION 6.2

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

SECTION 6.3

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

ARTICLE 7

BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

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

SECTION 7.2

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

SECTION 7.3

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

SECTION 7.4

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

ARTICLE 8

WORKING OUT OF CLASSIFICATION

SECTION 8.1

Whenever an employee is directed by the Chief of Police or designee to work temporarily at one rank higher, the employee shall receive a stipend of three hundred and twenty dollars ($320.00) per month while working in that capacity. To qualify for this increase, the employee must work in the higher rank for a period exceeding thirty-four (34) hours. This assignment will apply only to Acting Sergeant from an Officer position.

SECTION 8.2

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

ARTICLE 9

WORK RULES

SECTION 9.1

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

SECTION 9.2

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

SECTION 9.3

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

ARTICLE 10

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 10.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14 day work cycle, with the exception of items covered in Article 10, Section 10.8.

SECTION 10.2

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 10.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 10.3

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

SECTION 10.4 - RECALL

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

SECTION 10.5 - COURT TIME

If an employee attends court during the employee's off-duty time and as a part of the employee's regular duties, the employee will be compensated at a rate of time and one-half (1 1/2) for all hours worked over eighty (80), with a minimum of two and one-half (2 1/2) hours at the straight time rate. All private checks issued to officers will be turned in to Fiscal Management personnel. When attending more than one court hearing or state attorney hearings officers will be compensated at a rate of a minimum of two and one-half (2 1/2) hours at the straight time rate for each hearing in accordance with a two and one-half hour (2 1/2) window between the two hearings.

SECTION 10 (Continued)

SECTION 10.6 - STAND BY PAY

Detectives assigned to the Criminal Investigations Divisions who are required to be on standby duty and who are required to be available for call out at any time during the standby duty period, shall receive one hour pay at time and one-half of the employee's regular rate for each regular work day on such standby status, and two (2) times the employee's regular rate for such standby status on the employees day off, holidays included. In addition, such employee in standby status will be paid the employee's regular rate of pay, for all work performed when called to work from standby status in addition to all other hours worked.

SECTION 10.7 - CLOTHING ALLOWANCE

Officers required to wear plain clothes shall receive an allowance of one hundred-twenty dollars ($120.00) per month while assigned.

SECTION 10.8 – COMPENSATORY TIME

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

A. Training purposes.

B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

C. Officers may request compensatory time in lieu of overtime.

Compensatory time shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief. Any compensatory time over exceed one hundred twenty (120) hours will be converted to pay at 1 1/2 times. 29 CFR §553.25.

SECTION 10. 9 – K-9 OFFICER COMPENSATION

Officers assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore,

the ASSOCIATION and the CITY agree that officers assigned to K-9 duty shall receive a stipend of three hundred and twenty dollars ($320.00) per month while assigned to the K-9 Unit.

ARTICLE 11

DISPOSITION OF GRIEVANCES

SECTION 11.1

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

A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor. The grievance shall state the following:

    1. Article violated;
    2. A complete statement of the grievance; and,
    3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.

B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.

C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Chief of Police or designee. Chief of Police or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

1. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

2. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

F. Time limits set in this Article shall not include Saturday's, Sunday's or paid holidays.

G. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

H. In lieu of the grievance process provided herein, employees grieving a suspension, demotion, or dismissal, may elect to use the City's Civil Service Appeals process. Employees elect to use either process to the abandonment of the other.

I. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

ARTICLE 12

SAFETY AND HEALTH

SECTION 12.1

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

SECTION 12.2

Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon recommendations from the CITY and or the ASSOCIATION.

SECTION 12.3

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

SECTION 12.4

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

SECTION 12.5

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

ARTICLE 13

SENIORITY

SECTION 13.1 – CITYWIDE SENIORITY

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

SECTION 13.2 – DEPARTMENTAL SENIORITY

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

SECTION 13.3 - CLASSIFICATION SENIORITY

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

SECTION 13.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the CITY, by certified mail, to return to work.

SECTION 13.5

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

ARTICLE 14

REDUCTION IN FORCE

SECTION 14.1

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

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

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

B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

F. The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

ARTICLE 15

PAGE IS LEFT INTENTIONALLY BLANK, RESERVED.

ARTICLE 16

INSURANCE

SECTION 16.1

At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

A. The CITY will furnish life insurance coverage in the amount of $20,000 for all full time regular Bargaining Unit members.

B. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

C. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2018. If a committee is established, the CITY shall provide IUPA with the opportunity to appoint a member to serve on this committee.

ARTICLE 17

CHECKOFF

SECTION 17.1

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

SECTION 17.2

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

SECTION 17.3

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

SECTION 17.4

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

ARTICLE 18

UNION REPRESENTATION

SECTION 18.1

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

SECTION 18.2

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

SECTION 18.3

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

SECTION 18.4

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

SECTION 18.5

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

SECTION 18 (continued)

SECTION 18.6

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

SECTION 18.7

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

Charges against the Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the International Union of Police Associations or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 18.8.

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

SECTION 18.8

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

ARTICLE 19

FIELD TRAINING OFFICER (F.T.O.)

SECTION 19.1

The CITY agrees to compensate officers designated as a F.T.O. one and one-half (1 1/2) hours of overtime for every day the F.T.O. is assigned a trainee.

SECTION 19.2

The F.T.O. shall have one (1) (Private First Class type) stripe attached to the uniform sleeves to signify his/her position

ARTICLE 20

SPECIALIZED UNITS

SECTION 20.1

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

ARTICLE 21

DAMAGED PERSONAL PROPERTY

SECTION 21.1

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

SECTION 21.2

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

- $100.00 Limit: watches and non-prescription sunglasses.

- $300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 21.3

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

ARTICLE 22

HOLIDAYS

SECTION 22.1

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

SECTION 22.2

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

SECTION 22.3

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

SECTION 22.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (l 1/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

ARTICLE 23

VACATION LEAVE

SECTION 23.1

A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

SECTION 23.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (10):	112 hours per year
C.	Ten (l0) years of service and over:	136 hours per year
D.	Fifteen (15) years of continuous service and over:	160 hours per year

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

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty

SECTION 23 (Continued)

(240) hours will be considered forfeited and lost at the close of each fiscal year (September 30). Vacation pay will be computed at the employee's base rate of pay.

If an Officer is on a paid administrative leave exceeding 30 days in the final five months of the fiscal year up to September 30, the officer can request to use vacation leave - subject to approval by the Chief of Police and Appointing Authority.

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

SECTION 23.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall approve vacation leave so as to meet the operating requirements of the department.

SECTION 23.4

For vacation purposes, reinstated employees are considered new employees.

Annual leave may be granted for the following purposes:

A. Vacation leave;

B. Absences for transaction of personal business which cannot be conducted during off-duty hours;

C. Religious holidays;

D. Sickness, once sick leave has been exhausted through illness;

E. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 23.5 - PAYMENT OF UNUSED VACATION LEAVE

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

.

ARTICLE 24

SICK LEAVE

SECTION 24.1 - RATE AT WHICH SICK LEAVE IS EARNED

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

SECTION 24.2 - REQUEST FOR SICK LEAVE

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

SECTION 24.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

D. Exposure to a contagious disease, which would endanger others.

E. Illness or injury of a member of the employee's household which requires the personal care and attention of the employee.

SECTION 24.4 - ACCUMULATION OF SICK LEAVE

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

SECTION 24.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

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

SECTION 24.6 - UNUSED SICK LEAVE

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.

C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay, provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 25

BEREAVEMENT LEAVE

SECTION 25.1

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

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

SECTION 25.2

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

ARTICLE 26

DRUG AND ALCOHOL TESTING

SECTION 26.1

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

SECTION 26.2

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

SECTION 26.3

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

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

SECTION 26.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty accident, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed

on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

SECTION 26.5

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

SECTION 26.6

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

A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.

B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.

C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

D. Information that an individual has tampered with an alcohol or drug test during his employment.

E. Information that an employee has caused, or contributed to, an accident while at work.

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

SECTION 26.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in a one year period.

SECTION 26.8

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

SECTION 26.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

SECTION 26.10

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

SECTION 26.11

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

SECTION 26.12

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

ARTICLE 27

PAGE LEFT INTENTIONALLY BLANK, RESERVED.

ARTICLE 28

AFFIRMATIVE ACTION

SECTION 28.1

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

ARTICLE 29

INTERNAL AND EXTERNAL INVESTIGATIONS

SECTION 29.1

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

ARTICLE 30

SEVERABILITY

SECTION 30.1

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

ARTICLE 31

EDUCATIONAL REIMBURSEMENT

SECTION 31.1

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

SECTION 31.2

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

SECTION 31.3

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

ARTICLE 32

RETIREMENT PLAN

SECTION 32.1

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

SECTION 32.2

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

SECTION 32.3

Employees hired after October1, 2012,

1. Change the vesting period from 5 to 10 years.

2. Capping the 3.0 percent multiplier to maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not exceed $100,000.

3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.

4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October 1, 2012:

A. Overtime

1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.

2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amount.

B. Sick Leave and Vacation Time

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.

SECTION 32.3 (Continued)

2. Sick leave and vacation time accrued after the effective date of this Agreement (October 1, 2012) shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.

3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of September 30, 2012, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file. –

SECTION 32.4

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

SECTION 32.5

Change the vesting period from 10 years to 5 years effective November 5, 2018.

ARTICLE 33

WAGES

SECTION 33.1

For the CITY'S Fiscal Year 2018, a step pay plan for bargaining unit members is established as provided in Addendum A, which is incorporated herein.

Eligibility for current steps shall be defined as follows: Pay steps shall be calculated as of October 1, during the contract period.

The CITY shall provide a total of a three percent (3%) increase to the bargaining unit's over-all Step Plan. The employees' Pay Increase shall be calculated on the adjusted Step Plan. The employees pay increases shall be retroactive effective October 1, 2017. The adjusted Step Plan is funded for year one (1) of this contract. The previous Step Plan consisted of fifteen (15) Steps. The new Step Plan consists of eleven (11) Steps. Eligibility for current steps shall be defined as follows:
Pay steps shall be calculated as of October 1, 2017.
Officers in Step 1 and Step 2 of the previous Step Plan shall be eligible for Step 2 of the adjusted Step Plan. Designated officers in step 2 shall be eligible for Step 3 of the adjusted step plan. Officers in Step 3 of the previous Step Plan Shall be eligible for Step 3 of the adjusted Step Plan. Officers in Step 4 of the previous Step Plan Shall be eligible for Step 4 of the adjusted Step Plan. Officers in Step 5 and Step 6 of the previous Step Plan shall be eligible for Step 5 of the adjusted Step Plan. Officers in Step 7 of the previous Step Plan shall be eligible for Step 6 of the adjusted Step Plan. Officers in Step 8 of the previous Step Plan shall be eligible for Step 7 of the adjusted Step Plan. Officers in Step 9 and Step 10 of the previous Step Plan shall be eligible for Step 8 of the adjusted Step Plan. Officers in Step 11 of the previous Step Plan shall be eligible for Step 9 of the adjusted Step Plan. Officers in Step 12 and Step 13 of the previous Step Plan shall be eligible for Step 10 of the adjusted Step Plan. Officers in Step 14 of the previous Step Plan shall be eligible for Step 11 of the adjusted Step Plan. Officers in Step 15 of the previous Step Plan shall be eligible for a three percent (3%) raise.

Future step advancements shall be subject to successor negotiations between the parties.

For the purposes of calculating years of service, only time in grade as a certified police officer employed with the CITY shall be used.

Pay Increases and Retroactive Pay shall only be awarded to employees that are employed at the police department at the time the contract is ratified by the CITY, and implemented (paid) by payroll.

Newly hired employees with experience as a law enforcement officer may be advanced up to Step 4 in the pay plan.

SECTION 33.2 – Incentive Pay

Specialized Units, to include Detectives, Crime Prevention Officers, Training Officer, Armorer, Traffic Officer and Recruiting Officer shall receive a stipend of three hundred and twenty dollars ($320.00) per month. Employees may only receive one Specialized Unit stipend. However, employees may receive their Specialized Unit stipend and any additional compensation authorized by this Agreement and applicable law if acting in the capacity of an Acting Sergeant or as a Trainer Instructor as outlined in Articles 8 and 20 of this Agreement.

EMERGENCY PAY
In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies. The emergency pay provision policy will be presented to union representatives in person or via email by June 30 of each year unless extended by mutual agreement and will be in effect only for a period of one year.

Addendum A

STEP PLAN		3% Step
STEPS	FY 2017	FY 2018
N/C	$31,200	$31,200
1	$41,758	$42,802
2	$42,259	$43,886
3	$42,816	$45,042
4	$43,943	$46,760
5	$45,619	$49,706
6	$47,296	$51,407
7	$48,972	$53,109
8	$50,647	$56,511
9	$52,324	$58,213
10	$54,000	$61,615
11	$55,676	3%
12	$57,353	3%
13	$59,028	3%
14	$60,704	3%
15+	3%	3%

NC=Non-Certified

ARTICLE 34

DURATION OF AGREEMENT

SECTION 34.1

This Agreement shall be effective October 1, 2016 and shall remain in force up to and including September 30, 2019.

The Contract will be open only for negotiation of Wages (Article 31) for the 2018 - 2019 fiscal years by either party. In addition, either party shall be permitted to reopen one (1) additional article for negotiation.

For The City of Fort Pierce

_____

Linda Hudson Date
Mayor

Witnessed by:

_____

Linda Cox Date
City Clerk

_____

Nicholas Mimms Date
City Manager

_____

Diane Hobley-Burney Date
Chief of Police

_____

Kevin E. Browning Date
Chief Negotiator / HR

Approved as to form and correctness:

_____

Benjamin Bryan, Esq. Date
City Attorney

International Union of Police Associations AFL-CIO

_____

Kyle McCarthy Date
President, Local 6002

_____

Roberto Sarmiento /Mike Massey Date
Vice President, Local 6002

_____

John Ward Date
Secretary, Local 6002

Memorandum of Understanding

The Parties of the **City of Fort Pierce** and **International Union of Police Associations (IUPA)** hereby agree that it is a goal to complete 2017 -2018 negotiations. We agree that the issue of Disability Retirement is a topic and concern that must be addressed, and it will be negotiated during talks for the 2018 – 2019 fiscal year / contract discussions.

For the City of Fort Pierce	Date	For IUPA	Date
Printed Name		Printed Name	
For the City of Fort Pierce	Date		
Printed Name			

Approved as to form and correctness:

City Attorney — Date: Nov 5, 2018

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.489.0872

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

INTERNATIONAL UNION of POLICE ASSOCIATIONS, AFL-CIO

(Police Officer Unit)

October 1, 2016 to September 30, 2019

Changes – **Article 19 - FTO**
- **Article 33 Wages**
- **Addendum A**
- **Article 34**
- **~~(approve Disability Retirement Language – not in contract)~~ MOU**
- **(Emergency Pay Policy)**
- **Retirement Vesting**

Ratified: ~~08/08/2018~~
Approval: ~~08/20/2018~~

DRAFT WEDNESDAY OCTOBER 24, 2018

Table of Contents

Article		*Page*
1	PREAMBLE	1
2	RECOGNITION	2
3	SUBCONTRACTING	3
4	EMPLOYEE RIGHTS	4
5	MANAGEMENT RIGHTS	5
6	NO STRIKES AND LOCKOUTS	6
7	BULLETIN BOARDS AND MAILBOXES	7
8	WORKING OUT OF CLASSIFICATION	8
9	WORK RULES	9
10	HOURS OF WORK, OVERTIME AND COMPENSATORY TIME	10
11	DISPOSITION OF GRIEVANCES	13
12	SAFETY AND HEALTH	15
13	SENIORITY	16
14	REDUCTION IN FORCE	17
15	RESERVED	18
16	INSURANCE	19
17	CHECKOFF	20
18	UNION REPRESENTATION	21
19	FIELD TRAINING OFFICER (F.T.O.)	23
20	SPECIALIZED UNITS	24
21	DAMAGED PERSONAL PROPERTY	25
22	HOLIDAYS	26
23	VACATION LEAVE	27
24	SICK LEAVE	29
25	BEREAVEMENT LEAVE	31
26	DRUG AND ALCOHOL TESTING	32
27	RESERVED	36
28	AFFIRMATIVE ACTION	37
29	INTERNAL AND EXTERNAL INVESTIGATIONS	38

30 SEVERABILITY 39
31 EDUCATIONAL REIMBURSEMENT 40
32 RETIREMENT PLAN 41
33 WAGES/ADDENDUM 43
34 DURATION OF AGREEMENT 44

ARTICLE 1

PREAMBLE

SECTION 1.1

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the **"EMPLOYER"** or the **"CITY"**, and, International Union of Police Associations, AFL-CIO hereinafter referred to as the **ASSOCIATION** and/or the **"EMPLOYEE(S)."** This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1706.

SECTION 1.2

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

SECTION 1.3

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

SECTION 1.4

There shall be no individual arrangements contrary to the terms herein provided.

ARTICLE 2

RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes the INTERNATIONAL UNION of POLICE ASSOCIATIONS, AFL-CIO as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification, #1706 as amended, excluding all other employees.

SECTION 2.2

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

ARTICLE 3

SUBCONTRACTING

SECTION 3.1

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

SECTION 3.2

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

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 4.1

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

SECTION 4.2

There shall be no discrimination against any employee by reason of race, creed, color, age, physical handicap, national origin, sex, religious beliefs or ASSOCIATION membership or activity, or lack of ASSOCIATION membership or activity.

SECTION 4.3

This Agreement shall not foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 5.1

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

SECTION 5.2

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

SECTION 5.3

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

SECTION 5.4

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

SECTION 5.5

If the CITY determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, Section 5.2 and Article 11 will continue in case of emergency.

ARTICLE 6

NO STRIKES AND LOCKOUTS

SECTION 6.1

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

SECTION 6.2

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

SECTION 6.3

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

ARTICLE 7

BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

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

SECTION 7.2

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

SECTION 7.3

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

SECTION 7.4

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

ARTICLE 8

WORKING OUT OF CLASSIFICATION

SECTION 8.1

Whenever an employee is directed by the Chief of Police or designee to work temporarily at one rank higher, the employee shall receive a stipend of three hundred and twenty dollars ($320.00) per month while working in that capacity. To qualify for this increase, the employee must work in the higher rank for a period exceeding thirty-four (34) hours. This assignment will apply only to Acting Sergeant from an Officer position.

SECTION 8.2

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

ARTICLE 9

WORK RULES

SECTION 9.1

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

SECTION 9.2

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

SECTION 9.3

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

ARTICLE 10

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 10.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14 day work cycle, with the exception of items covered in Article 10, Section 10.8.

SECTION 10.2

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 10.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 10.3

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

SECTION 10.4 - RECALL

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

SECTION 10.5 - COURT TIME

If an employee attends court during the employee's off-duty time and as a part of the employee's regular duties, the employee will be compensated at a rate of time and one-half (1 1/2) for all hours worked over eighty (80), with a minimum of two and one-half (2 1/2) hours at the straight time rate. All private checks issued to officers will be turned in to Fiscal Management personnel. When attending more than one court hearing or state attorney hearings officers will be compensated at a rate of a minimum of two and one-half (2 1/2) hours at the straight time rate for each hearing in accordance with a two and one-half hour (2 1/2) window between the two hearings.

SECTION 10 (Continued)

SECTION 10.6 - STAND BY PAY

Detectives assigned to the Criminal Investigations Divisions who are required to be on standby duty and who are required to be available for call out at any time during the standby duty period, shall receive one hour pay at time and one-half of the employee's regular rate for each regular work day on such standby status, and two (2) times the employee's regular rate for such standby status on the employees day off, holidays included. In addition, such employee in standby status will be paid the employee's regular rate of pay, for all work performed when called to work from standby status in addition to all other hours worked.

SECTION 10.7 - CLOTHING ALLOWANCE

Officers required to wear plain clothes shall receive an allowance of one hundred-twenty dollars ($120.00) per month while assigned.

SECTION 10.8 – COMPENSATORY TIME

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

A. Training purposes.

B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.

C. Officers may request compensatory time in lieu of overtime.

Compensatory time shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief. Any compensatory time over exceed one hundred twenty (120) hours will be converted to pay at 1 1/2 times. 29 CFR §553.25.

SECTION 10. 9 – K-9 OFFICER COMPENSATION

Officers assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore,

the ASSOCIATION and the CITY agree that officers assigned to K-9 duty shall receive a stipend of three hundred and twenty dollars ($320.00) per month while assigned to the K-9 Unit.

ARTICLE 11

DISPOSITION OF GRIEVANCES

SECTION 11.1

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

A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor. The grievance shall state the following:

   1. Article violated;
   2. A complete statement of the grievance; and,
   3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.

B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.

C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Chief of Police or designee. Chief of Police or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

1. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

2. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

F. Time limits set in this Article shall not include Saturday's, Sunday's or paid holidays.

G. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

H. In lieu of the grievance process provided herein, employees grieving a suspension, demotion, or dismissal, may elect to use the City's Civil Service Appeals process. Employees elect to use either process to the abandonment of the other.

I. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

ARTICLE 12

SAFETY AND HEALTH

SECTION 12.1

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

SECTION 12.2

Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon recommendations from the CITY and or the ASSOCIATION.

SECTION 12.3

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

SECTION 12.4

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

SECTION 12.5

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

ARTICLE 13

SENIORITY

SECTION 13.1 – CITYWIDE SENIORITY

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

SECTION 13.2 – DEPARTMENTAL SENIORITY

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

SECTION 13.3 - CLASSIFICATION SENIORITY

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

SECTION 13.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the CITY, by certified mail, to return to work.

SECTION 13.5

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

ARTICLE 14

REDUCTION IN FORCE

SECTION 14.1

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

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

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

B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

F. The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

ARTICLE 15

PAGE IS LEFT INTENTIONALLY BLANK, RESERVED.

1. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

2. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

F. Time limits set in this Article shall not include Saturday's, Sunday's or paid holidays.

G. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

H. In lieu of the grievance process provided herein, employees grieving a suspension, demotion, or dismissal, may elect to use the City's Civil Service Appeals process. Employees elect to use either process to the abandonment of the other.

I. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

ARTICLE 12

SAFETY AND HEALTH

SECTION 12.1

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

SECTION 12.2

Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon recommendations from the CITY and or the ASSOCIATION.

SECTION 12.3

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

SECTION 12.4

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

SECTION 12.5

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

ARTICLE 13

SENIORITY

SECTION 13.1 – CITYWIDE SENIORITY

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

SECTION 13.2 – DEPARTMENTAL SENIORITY

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

SECTION 13.3 - CLASSIFICATION SENIORITY

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

SECTION 13.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;

D. Fails to return from recall within three (3) days after given notice by the CITY, by certified mail, to return to work.

SECTION 13.5

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

ARTICLE 14

REDUCTION IN FORCE

SECTION 14.1

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

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

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

B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.

C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.

D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.

E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

F. The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

ARTICLE 15

PAGE IS LEFT INTENTIONALLY BLANK, RESERVED.

ARTICLE 16

INSURANCE

SECTION 16.1

~~A. The present or improved health insurance plans identified as Medical Plan 3559 (Basic Plan) and Medical Plan 0727 (Buy-Up Plan) will be continued until the end of the current Blue Cross/Blue Shield (BCBS) contract, which expires September 30, 2017.~~

At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

B. The CITY will furnish life insurance coverage in the amount of $20,000 for all full time regular Bargaining Unit members.

C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

~~D. Should the CITY provide improved insurance coverage benefits, or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the Bargaining Unit members.~~

F. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2018. If a committee is established, the CITY shall provide IUPA with the opportunity to appoint a member to serve on this committee.

TA
KEB 11-1-2018

TA.
11-1-2018

ARTICLE 17

CHECKOFF

SECTION 17.1

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

SECTION 17.2

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

SECTION 17.3

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

SECTION 17.4

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

ARTICLE 18

UNION REPRESENTATION

SECTION 18.1

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

SECTION 18.2

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

SECTION 18.3

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

SECTION 18.4

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

SECTION 18.5

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

SECTION 18 (continued)

SECTION 18.6

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

SECTION 18.7

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

Charges against the Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the International Union of Police Associations or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 18.8.

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

SECTION 18.8

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

ARTICLE 19

FIELD TRAINING OFFICER (F.T.O.)

SECTION 19.1

The CITY agrees to compensate officers designated as a F.T.O. ~~via a stipend of three hundred and twenty dollars ($320.00) per month~~. one and one-half (1 1/2) hours of overtime for every day the F.T.O. is assigned a trainee.

SECTION 19.2

~~Every F.T.O. shall also be cross-designated as a Trainer for the Police Department. Cross-designated employees shall receive only one monthly $320.00 stipend. This stipend is provided whether or not the employee has a trainee or conducts trainings~~. The F.T.O. shall have one (1) (Private First Class type) stripe attached to the uniform sleeves to signify his/her position

T.A. KED 11-1-2018

T.A. 11-1-2018

ARTICLE 20

SPECIALIZED UNITS

SECTION 20.1

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

ARTICLE 21

DAMAGED PERSONAL PROPERTY

SECTION 21.1

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

SECTION 21.2

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

- $100.00 Limit: watches and non-prescription sunglasses.

- $300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 21.3

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

ARTICLE 22

HOLIDAYS

SECTION 22.1

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

SECTION 22.2

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

SECTION 22.3

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

SECTION 22.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (l 1/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

ARTICLE 23

VACATION LEAVE

SECTION 23.1

A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.

B. Temporary employees shall not be eligible for vacation leave.

C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.

D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

SECTION 23.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

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

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

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty

SECTION 23 (Continued)

(240) hours will be considered forfeited and lost at the close of each fiscal year (September 30). Vacation pay will be computed at the employee's base rate of pay.

If an Officer is on a paid administrative leave exceeding 30 days in the final five months of the fiscal year up to September 30, the officer can request to use vacation leave - subject to approval by the Chief of Police and Appointing Authority.

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

SECTION 23.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall approve vacation leave so as to meet the operating requirements of the department.

SECTION 23.4

For vacation purposes, reinstated employees are considered new employees.

Annual leave may be granted for the following purposes:

A. Vacation leave;

B. Absences for transaction of personal business which cannot be conducted during off-duty hours;

C. Religious holidays;

D. Sickness, once sick leave has been exhausted through illness;

E. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 23.5 - PAYMENT OF UNUSED VACATION LEAVE

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

ARTICLE 24

SICK LEAVE

SECTION 24.1 - RATE AT WHICH SICK LEAVE IS EARNED

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

SECTION 24.2 - REQUEST FOR SICK LEAVE

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

SECTION 24.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

D. Exposure to a contagious disease, which would endanger others.

E. Illness or injury of a member of the employee's household which requires the personal care and attention of the employee.

SECTION 24.4 - ACCUMULATION OF SICK LEAVE

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

SECTION 24.5 - CERTIFICATION BY A PHYSICIAN

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

Meeting Date: 11/19/2018

Re: Approval of an Early Lease Renewal with Yamaha Motor Corporation

Submitted For: Danny Visconti, Golf Course Manager, Indian Hills Golf Course

---

SUBJECT:

Approval to enter into a new Early Lease Renewal with Yamaha Motor Corporation for 65 new golf carts for a period of 48 months beginning December 1, 2018 for an amount not to exceed $46,800 annually. The new terms will also include 5 golf carts from our current fleet at no charge that we will own outright.

SUMMARY:

Our current lease was also an Early Lease Renewal originally for 60 months ending May 31, 2019. The current lease only provided coverage for major parts of 48 months therefore leaving us exposed to costly repairs in the amount of approximately $3,500. By retaining the current fleet for the remaining 6 months we will be assuming an additional $5,000-$7,000 in repairs.

RECOMMENDATION:

Staff's recommendation is to approve the early lease renewal with Yamaha Motor Corporation.

ALTERNATIVES:

There are currently two additional companies that supply Golf Cart Fleet vehicles. Proposals have been recieved from Club Car which is $68,880 annually and EZ GO proposed $55,440 annually.

RESPONSIBLE STAFF:

Danny Visconti, Golf Course Manager

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N: Yes

Fiscal Year: 2019

Account: 405-4500-572-44-10

Amount: $46,800

FISCAL IMPACT:

The Early Lease Renewal would be in an amount of $3,900 monthly ($46,800) annually, for 48 months beginning on December 1, 2018. Of which, all major parts would be covered by the new warranty moving forward. The new vehicles are fuel injected and would also be more fuel efficient that our current fleet.

Attachments

Lease
Yamaha Proposal
EZ GO Proposal
Club Car Proposal

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	11/14/2018 04:13 PM
City Manager	Nick Mimms	11/15/2018 06:23 PM
Form Started By: Danny Visconti		Started On: 11/07/2018 03:51 PM
Final Approval Date: 11/15/2018		

YAMAHA MASTER LEASE ADDENDUM

This addendum is an amendment to the terms of a lease document between **Yamaha Motor Corporation USA**, a foreign corporation and the **City of Fort Pierce Florida**, a municipal corporation, attached hereto and incorporated by reference herein that commences December 1st, 2018 for a 48 month period.

Whereas the parties wish to enter into a new Master Lease Addendum for lease of new golf carts for a subsequent forty-eight (48) month term

The attached lease, marked as Exhibit "A", is amended as follows:

1) **Paragraph 1. Lease of Equipment** is amended to describe the leased equipment Schedule as Exhibit "B.

2) **Term** in **Paragraph 2** is amended to commence for forty-eight (48) months on the 1st day of December, 2018. The lessee (City) has the right to terminate the lease upon closing, sale or transfer of interest in the golf course – conditioned upon payment of all amounts due to the date of termination.

3) The second sentence of **Paragraph 4. Selection, Delivery, and Acceptance**. is deleted and corrected, as follows.
"Delivery costs shall be the responsibility of the Lessor."

Further, the fourth full sentence of **Paragraph 4** is corrected to read in part as follows:
". .Certificate of Acceptance, in form and substance satisfactory to the Lessee. . ."

4) The second, third, and fourth full sentences of **Paragraph 7. Insurance.** is corrected to read as follows:
"During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained public liability insurance with respect to each item of Equipment leased from Lessor under this lease agreement. Lessee shall, upon request of Lessor, furnish appropriate evidence of such public liability insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction, or damage to the Equipment."

5) **Paragraph 12. Taxes**. is deleted in its entirety.

6) **Paragraph 13. Indemnity; Notice of claim;** is deleted in its entirety and is replaced with the following:
"Notice of Claim: Lessee shall be responsible for claims arising out of the gross negligence of its employees or agents. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing,

7) **Paragraph 16. Remedies.** is hereby amended as follows, deleting the following phrases from sub-part (b) in their entirety:

"with or without terminating this Lease" and "with or without judicial process; Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose."

Paragraph 16. Remedies is further amended to provide the following:

"In the event of any breach or default by Lessor, Lessee, at its option may pursue any remedy provided for under applicable law, including termination, after giving Lessor notice of such breach or default and reasonable opportunity to cure."

8) **Paragraph 17. Assignment.** is amended as follows to include the following provision:

"This Lease agreement shall not be assignable by either party."

9) **Paragraph 18. Lessee's Representations and Warranties.** is amended as follows:

Subpart (e) is deleted in its entirety.

10) **Paragraph 19. Non appropriation of funds.** is amended to read as follows:

"Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to the Equipment leased in any fiscal period after the period in which the term of the lease of the Equipment commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to portions of Rent for which funds have been budgeted or appropriated. In the event of such terminations Lessee agrees to peaceably surrender possession of the Equipment on the date of such termination in the manner set forth in the Lease."

11) **Paragraph 21. Notices**. is amended to include designation of proper person and address for all notices to be sent, as follows:

Lessor:	**Lessee**:
Yamaha Motor Corporation, USA Stacey Stankey-Asst. Dept Manager 6555 Katella Ave Cypress, CA 90630	Danny Visconti Golf Course Director 1600 South 3rd Street Fort Pierce, FL 34950

12) **Paragraph 22. Governing Law.** is deleted in its entirety and replaced with the following:

"Venue shall be in St. Lucie County Florida under Florida law and the parties agree that all litigation arising out any dispute under this lease shall be in a non-jury hearing in the State Courts of Florida, St. Lucie County."

13) **Paragraph 25. Article 2A**. and **Paragraph 26. Statute of Limitations**. are both deleted in their entirety.

14) **Paragraph 27. Entire Agreement**. is modified as follows:
"This Lease and all labeled Exhibits attached hereto constitute the entire Lease agreement between Lessor and Lessee and there are no agreements, representations, warranties, or understandings except as expressly set forth herein. No modification of the Lease agreement shall be effective unless in writing and signed by Lessor and Lessee."

CITY OF FORT PIERCE, FLORIDA

BY: _____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

APPROVED AS TO FORM:

_____
Ben Bryan, City Attorney

YAMAHA MOTOR CORPORATION, USA

BY: _____

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated October 31, 2018, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **CITY OF FORT PIERCE** having its principal office at P.O. BOX 1480, FORT PIERCE, FL 34954 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.

2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.

3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.

5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.

6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.

7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than $1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.

8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.

9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. ,Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

(a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or

(b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or

(c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or

(d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or

(e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or

(f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

(a) Terminate all or any portion of the Equipment Schedules to this Lease;

(b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;

(c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and

(d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF FORT PIERCE as Lessee	**YAMAHA MOTOR FINANCE CORPORATION, U.S.A.** as Lessor
By: _____	By: _____
Print Name: _____	Print Name: Jeff Young
Title: _____	Title: President

EXHIBIT A

EQUIPMENT SCHEDULE # **120685**

Dated **10/31/2018**

1. This Schedule covers the following property ("Equipment")

   65 DR2A EFI GOLF CARS

2. Location of Equipment:

   INDIAN HILLS GOLF

   1600 S. 3RD STREET
   FORT PIERCE, FL 34950

3. The Lease term for the Equipment described herein shall commence on **December 01, 2018** and shall consist of **48** months from the first day of the month following said date.

4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
   48 MONTHLY PAYMENTS IN THE AMOUNT OF $3,900.00 (APPLICABLE TAXES TO BE BILLED).

   STARTING DECEMBER 2018 AND ENDING NOVEMBER 2022. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:

Dec-18 $3,900.00	Jan-19 $3,900.00	Jan-20 $3,900.00	Jan-21 $3,900.00	Jan-22 $3,900.00
	Feb-19 $3,900.00	Feb-20 $3,900.00	Feb-21 $3,900.00	Feb-22 $3,900.00
	Mar-19 $3,900.00	Mar-20 $3,900.00	Mar-21 $3,900.00	Mar-22 $3,900.00
	Apr-19 $3,900.00	Apr-20 $3,900.00	Apr-21 $3,900.00	Apr-22 $3,900.00
	May-19 $3,900.00	May-20 $3,900.00	May-21 $3,900.00	May-22 $3,900.00
	Jun-19 $3,900.00	Jun-20 $3,900.00	Jun-21 $3,900.00	Jun-22 $3,900.00
	Jul-19 $3,900.00	Jul-20 $3,900.00	Jul-21 $3,900.00	Jul-22 $3,900.00
	Aug-19 $3,900.00	Aug-20 $3,900.00	Aug-21 $3,900.00	Aug-22 $3,900.00
	Sep-19 $3,900.00	Sep-20 $3,900.00	Sep-21 $3,900.00	Sep-22 $3,900.00
	Oct-19 $3,900.00	Oct-20 $3,900.00	Oct-21 $3,900.00	Oct-22 $3,900.00
	Nov-19 $3,900.00	Nov-20 $3,900.00	Nov-21 $3,900.00	Nov-22 $3,900.00
	Dec-19 $3,900.00	Dec-20 $3,900.00	Dec-21 $3,900.00	

5. Interest Factor: **4.52** %

6. Other Terms:

Master Lease Agreement dated **10/31/2018** between the parties(the"Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: **CITY OF FORT PIERCE**

By: _____
Signature

Name: _____
Type or Print

Title: _____

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By: _____

Name: Jeff Young

Title: President

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.("Yamaha")

6555 Katella Avenue, Cypress, CA
90630

E-MAIL: YMFUS_CFinsurance@yamaha-motor.

NAME OF INSURANCE AGENT:

October 31, 2018

ADDRESS:

Please Reference our Quote# **120685**

PHONE:

FAX:

RE: **INDIAN HILLS GOLF**

(Customer) Account #

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than $1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
Attn: Commercial Finance Group
6555 Katella Ave
Cypress, CA 90630

Your prompt attention will be appreciated

Very Truly Yours,

CITY OF FORT PIERCE
(Customer)

By:
(Signature of Authorized Officer)

Title:

Equipment Covered:

65 DR2A EFI GOLF CARS

Equipment Location:

1600 S. 3RD STREET

FORT PIERCE, FL 34950

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 120685

dated October 31, 2018 to the Master Lease Agreement dated

October 31, 2018 between Yamaha Motor Finance Corporation, U.S.A.

(the "Lessor") and CITY OF FORT PIERCE

(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above

Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
65	DR2A EFI GOLF CARS	See Attachment	NEW	INDIAN HILLS GOLF 1600 S. 3RD STREET FORT PIERCE, FL 34950

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF FORT PIERCE

as Lessee

By: _____

Name: _____

Title: _____

YAMAHA

PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 120685

Date Prepared: 10/31/2018

CITY OF FORT PIERCE
P.O. BOX 1480
FORT PIERCE, FL 34954

Due Date	Quote No	Description	Amount Due
	120685	65 DR2A EFI GOLF CARS for Municipal Lease Cars located at: INDIAN HILLS GOLF	
12/1/2018		Payment	$3,900.00
		Payment Tax	$0.00
		YOUR ACCOUNT BALANCE IS ----------	$3,900.00

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.

YAMAHA

PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 120685

Date Prepared: 10/31/2018

Payment for:

CITY OF FORT PIERCE
P.O. BOX 1480
FORT PIERCE, FL 34954

120685 ıber

_____ Amount Paid

_____ Date Paid

#_____ Check Number

ACH / ONLINE PAYMENTS AGREEMENT

RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.

2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars ($50) to cover administrative costs associated with the rejected payment.

3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.

4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.

5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.

7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name CITY OF FORT PIERCE

Customer Number 4602200

Contact Phone Number _____

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, t initiate debit entries to my (our)

☐ Checking Account or
☐ Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

☐ Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement s forth on the reverse side of this document.

Name(s) _____ (Please Print)

Position(s) _____ (Please Print)
(must be an owner or officer of the company)

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
Or Fax to 714-761-7363

YAMAHA
FINANCIAL SERVICES

Commercial Finance
ACCOUNT UPDATE FORM

6555 Katella Ave
Cypress, CA 90630
Phone (800) 551-2994
Fax (714) 761-7363

Upon reviewing your file, we noticed that some of the information is possibly outdated. To be assured that we have the most current information on your business, please take a few minutes to complete this form and fax (or mail) it back. We appreciate your continued business and your assistance in keeping our files up to date.

Date:

Complete Legal Name of Applicant:	Course Name or DBA:
Billing Address:	Physical Address of Equipment:
City, State, Zip:	City, County, State, Zip:
Contact Person:	Phone Number:
Email Address:	Email Address / Fax Number:
Corporate Web Site Address:	
**☐ Corporation **☐ LLC ☐ S-Corp. ☐ Partnership ☐ Sole Prop ☐ Municipal	☐Public ☐ Semi-Private ☐ Private ☐ Other

**** THE CORPORATION/LLC IS FORMED IN THE STATE OF _____ AND IS IN GOOD STANDING.**

FED ID#	Tax Exempt Cert.#	Age of Business	Years Under Current Ownership

OFFICER/ CORPORATE MEMBER/ OWNER /PARTNER - INFORMATION

Name of Principal	% Owned	Title
Name of Principal	% Owned	Title
Name of Principal	% Owned	Title

REFERENCES Note: Please advise Banker to expect a call from Yamaha about this application.

Is there a Mortgage on the Golf Course? ☐ Yes ☐ No	Mortgage Holder	
Mortgage Holder Contact Name	Mortgage Holder Contact Phone	Mortgage Holder Fax

INSURANCE INFORMATION

Carrier	Agent's Phone:
Agent's Name:	Agent's Fax:

I hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates to investigate the references herein listed or state or other data pertaining to Applicant's credit and financial responsibility, and to share the results with its Distributors related to my ac

Applicant's Name:_____ Distributor:_____

Signature: _____ Salesperson:_____

IMPORTANT: PLEASE INCLUDE YOUR MOST RECENT YEAR-END FINANCIAL STATEMENT

YAMAHA
FINANCIAL SERVICES

Indian Hills Golf Course **Initialed By:** _____

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: Indian Hills Golf Course
EQUIPMENT SCHEDULE # 120685

Yield: 4.520%

Mon #	Due Date	Payment	Interest
1	12/01/18	3,900.00	1,063.91
2	01/01/19	3,900.00	1,053.54
3	02/01/19	3,900.00	1,043.14
4	03/01/19	3,900.00	1,032.69
5	04/01/19	3,900.00	1,022.21
6	05/01/19	3,900.00	1,011.69
7	06/01/19	3,900.00	1,001.13
8	07/01/19	3,900.00	990.53
9	08/01/19	3,900.00	979.89
10	09/01/19	3,900.00	969.21
11	10/01/19	3,900.00	958.50
12	11/01/19	3,900.00	947.74
13	12/01/19	3,900.00	936.95
14	01/01/20	3,900.00	926.11
15	02/01/20	3,900.00	915.24
16	03/01/20	3,900.00	904.33
17	04/01/20	3,900.00	893.38
18	05/01/20	3,900.00	882.38
19	06/01/20	3,900.00	871.35
20	07/01/20	3,900.00	860.28
21	08/01/20	3,900.00	849.16
22	09/01/20	3,900.00	838.01
23	10/01/20	3,900.00	826.81
24	11/01/20	3,900.00	815.58
25	12/01/20	3,900.00	804.30
26	01/01/21	3,900.00	792.98
27	02/01/21	3,900.00	781.62
28	03/01/21	3,900.00	770.22
29	04/01/21	3,900.00	758.78
30	05/01/21	3,900.00	747.29
31	06/01/21	3,900.00	735.77
32	07/01/21	3,900.00	724.20
33	08/01/21	3,900.00	712.59
34	09/01/21	3,900.00	700.93
35	10/01/21	3,900.00	689.24
36	11/01/21	3,900.00	677.50
37	12/01/21	3,900.00	665.72
38	01/01/22	3,900.00	653.89
39	02/01/22	3,900.00	642.02
40	03/01/22	3,900.00	630.11
41	04/01/22	3,900.00	618.16
42	05/01/22	3,900.00	606.16
43	06/01/22	3,900.00	594.11
44	07/01/22	3,900.00	582.03
45	08/01/22	3,900.00	569.90
46	09/01/22	3,900.00	557.72
47	10/01/22	3,900.00	545.50
48	11/01/22	3,900.00	533.24
	Totals:	**187,200.00**	**38,687.72**

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

October 31, 2018

CITY OF FORT PIERCE
PO BOX 1480
FORT PIERCE, FL 34954

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 65 DR2A EFI Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule #120685
Request for Insurance
Certificate of Acceptance
Invoice For First Payment
ACH Form Required___ Optional✓
Account Update Form
OTHER Municipal Amortization.

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey

Yamaha Motor Finance Corporation

YAMAHA

Revs Your Heart™

PROPOSAL

Expressly prepared for:

Edward C. Enns Indian Hills Golf Course





DRIVE2

Proudly Presented By:
Paul Meyer
(813) 777-8133
paul_meyer@yamaha-motor.com

September 17, 2018

Mr. Danny Visconti
Indian Hills Golf Course
1600 South 3rd Street
Fort Pierce, FL 34950

On behalf of the entire team at Yamaha Golf-Car Company, I would like to express my most sincere gratitude for the opportunity to submit this proposal for a new fleet of Yamaha golf cars at Indian Hills Golf Course. Consistently ranked among the most beloved and recognized brands in the world, Yamaha prides itself on providing superior engineering and efficiency in its vehicles, and our quality and image align seamlessly with that of your fine facility. We simply believe Yamaha will be the easiest and best decision you ever make.

Since the launch of 'The Drive' model golf car in late 2006, Yamaha has been on a steady climb to the top of the industry, gaining more than 15% market share over that span. The legacy and growth continues with the Drive^2 and UMAX, evolutions which maintained all the popular features of previous models while enhancing golfer comfort and connectivity and lowering the cost of ownership for your facility.

- **Quiet Technology, Fuel Injection, and Independent Rear Suspension on QT Gas Model**
- Classy Body Styling & Premium Accessories
- Ergonomic Engineering that Emphasizes Player Comfort and Functionality
- Lowest-Maintenance and Cost of Ownership Golf Car in the Industry

Our primary goal at Yamaha is to look out for the best interests of your Club while maintaining your out-of-pocket maintenance costs and eliminating down time. I want to emphasize how confident we are you and your members' needs and expectations will be met and far exceeded with our world class vehicles and the personal touch of excellence from our Industry-Leading Service.

In closing, please know that Yamaha is not only committed to earning your trust and your business on this deal, but building a long-term partnership as your golf car and utility fleet provider for years to come.

Your Partner in Golf,



Paul Meyer
District Sales Manager
(813) 777-8133

The Yamaha Story

OUR CARS

The best fleet and utility cars in the industry and the only company with four fleet options:

Drive^2 PowerTech AC Electric

Drive^2 DC Electric

Drive^2 Carbureted Gas

Drive^2 QuieTech EFI, an Industry First

OUR STATS

2,326 + Courses have switched to Yamaha in the past 8 years

1 Rated in Satisfaction, Customer Support, and Reliability *

97% Brand Loyalty **

94% Customer Retention Rate

OUR AFFORDABLE GPS SOLUTION

Track and control your fleet.

Drive Profits. Reduce Costs.

Work Smarter.

YAMATRACK

* Golf Car Attitudes and Perceptions Research Study Published by NGF, 2015.

** Golf Car Fleet Study Published by Golf DataTech, LLC., 2015.

YGC funded the research studies conducted by NGF and Golf DataTech, LLC.

Company Profile

Yamaha Golf-Car Company (YGC) is a for-profit subsidiary of Yamaha Motor Corporation, USA. We are an American company with nearly 1,700 American employees between our factory in Newnan, GA and our Southeastern Headquarters in Kennesaw, GA.

For more information, please visit us on the web at:

www.yamahagolfcar.com

Our Team

President: Tom McDonald

Division Manager, Operations: Mark Blankers

Division Manager, Direct & Dealer Sales: Brooks West, PGA

Division Manager, Marketing: Kevin Norcross, PGA

Regional Sales Manager: Craig Sanford

District Sales Manager: Paul Meyer

Inside Sales Manager: Ben Hatala, PGA

Factory Service Provider: Advantage Golf Cars

Manufacturing Facility

Yamaha Motor Manufacturing Corporation

1000 GA Hwy. 34 East

Newnan, GA 30265

Corporate Headquarters

Yamaha Golf-Car Company

1270 Chastain Rd. NW

Kennesaw, GA 30144

Parent Corporation

Yamaha Motor Corporation U.S.A. (YMUS)

1270 Chastain Rd. NW

Kennesaw, GA 30144

Captive Finance Company

Yamaha Motor Finance Corporation (YMFUS)

6555 Katella Ave.

Cypress, CA 90630

FINANCIAL SERVICES

Celebrating 25 Years in 2018!

Important Links

Yamaha Golf-Car Company Website:

https://www.yamahagolfcar.com

Yamaha Golf-Car Company Social Media Outlets:

Facebook: https://www.facebook.com/YamahaGolfCarCompany
Twitter: https://twitter.com/yamahagolfcars
YouTube https://www.youtube.com/channel/UC3Znm5q_y-eavvxTM8uprQg
Instagram: https://instagram.com/yamahagolfcar
Google + https://plus.google.com/+Yamahagolfcarcompany



Tellico Village Video Testimonial:

https://vimeo.com/169796142

2017 Drive2 Launch Video:

https://www.youtube.com/watch?v=45RaUUgUqnY&t=40s

2018 UMAX Utility Launch Video:

https://www.youtube.com/watch?v=6M9HE_K5Q0E

YAMAHA
Revs Your Heart™

Our Partners

Official Golf Car: NGCOA

Official Golf Car: women who Play

Affiliate Member: CLUB MANAGERS ASSOCIATION OF AMERICA

Silver Sponsor: GCSAA

Member: ILTVA INTERNATIONAL LIGHT TRANSPORTATION VEHICLE ASSOCIATION

Section Sponsor:

Alabama - NW Florida Section, PGA
Carolinas Section, PGA
Georgia Section, PGA
Gulf States Section, PGA
New England Section, PGA
North Florid Section, PGA
Northern California Section, PGA
Southern California Section, PGA
South Central Section, PGA
South Florida Section, PGA
South Texas Section, PGA
Tennessee Section, PGA

YAMAHA
Revs Your Heart™

YAMATRACK

BACK OFFICE

- Manage your tee sheet in the clubhouse, in the cloud, or wherever you choose.
- Manage your entire operation, including the golf shop, cart barn, restaurant, and maintenance building from your favorite mobile device with our web-based system.
- Integrated leasing with Yamaha's in-house financing, enabling a seamless transaction.
- Built-in point of sale system allows you to manage your customer's information and inventory easily.

CAR CONTROL

- Set geo-fence zones to control speed and car location on the golf course (DC only)
- Use the shutdown feature to prevent losses by day, and the lockdown feature for better security overnight (DC only).
- Monitor amp hours and car battery conditions automatically to improve fleet rotation and maximize battery life (DC only).
- Monitor pace of play to assist with scheduling rounds and optimize marshal activity.

PLAYER APP

If you have a Yamaha fleet, then we've already built your mobile app for you. Activating the app for your course is easy and convenient, and the mobile-based software allows your players to navigate their round no matter where they are on the course or in the game. The YamaTrack Player App assures player support is just around the corner, so they can spend more energy on their game.



Customize your golf course's mobile player app with your unique club logo.

Accurate course diagrams and the GPS Precise Distance to Pin feature enables players to gauge their shots for more holes-in-one than ever before.

Food and beverage ordering from the course means a satisfying meal or refreshing beverage is never far away.

Limited 4-Year Warranty for Drive^2 Golf Car

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE^2 Gas or DRIVE^2 Electric golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Common Parts	
Frame	Limited Lifetime to Original Owner
Transaxle	4 Years
Pedals	3 Years
Brakes (excluding shoes / pads)	4 Years
Electrical wires, switches, and relays	3 Years
Suspension / Steering components	4 Years
Seats	2 Years
Sun Top	4 Years
Bumpers / Body Parts	3 Years
Floor Mats	2 Years
Scorecard Holders	2 Years
Bag Carrier	3 Years
Common Accessories	
Windshield	3 Years
Sand Bottle / Sand Bottle / Cooler	3 Years
Information Holder / Bag Cover	3 Years

Electric Car (DC or AC motor) Specific	
Battery - Trojan ' T875 ' with HydroLink Watering System	4 Years or 25,000 amp-hours whichever comes first *Detailed condition on the next page
Electric Motor	4 Years
Motor Controller / Charger	4 Years
Charger Cord	4 Years
Charger Receptacle	4 Years
Throttle Position Sensor	2 Years
GAS Car (QuieTech and Carb) specific	
Exhaust / Intake / Generator	4 Years
Gas Engine	4 Years
Throttle Cables / Controls	3 Years
Battery	1 Years
Clutch (excluding drive belt)	4 Years
All Remaining Parts	1 Years

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual, and give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

WARRANTY TRANSFER: Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf-Car Dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty. Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not only apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary, from state to state.

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)

Service Details

Yamaha Golf-Car Company's factory-supported service is the clear leader in the industry. Factory-supported dealers' and technicians' vehicles are fully equipped with the parts and tools necessary to provide on-site repairs and get your golf car back out on the course in the event that it should become disabled. Our service providers are trained extensively on the mechanical aspects of Yamaha golf cars and are routinely re-trained throughout the course of their tenure. The timely response and attentive manner of our service providers are two key factors in the success and customer satisfaction that we have been able to achieve at Yamaha.

The service provider for your club is Advantage Golf Cars. They have been a Dealer with Yamaha for many years and have received countless positive reviews from the customers they service. Their goal is to be your partner and look out for the best iiterests of your fleet and your Club, while minimizing your down time.

Please refer to your owner's manual for maintenance requirements and recommended service intervals. For further reference, a quick service check guide is included on the following page with tips to ensure your fleet runs as expected.

Factory Service Provider

Advantage Golf Cars



Equipment Maintenance Schedule

While Yamaha Golf-Car Company maintains a network of reliable service providers that are willing and able to assist you at any time, the following are best practices that will ensure that your golf car fleet stays in optimum working condition, cutting down on the need of service assistance:

Daily Safety Checklist:

- Visually inspect all equipment for damage. Be sure all nuts, bolts, and screws are tight.
- Insure that all warning and instruction labels are on equipment and in good condition.
- Check equipment for proper and safe operation.
- Maintain a proper tire pressure of 18 psi for gas cars, and 22 psi for electric cars.
- Check drive unit, transmission, engine, and fuel system (gasoline equipment) for leaks.

Daily Performance Inspection:

- *Forward/Reverse Switch:* Check for proper operation.
- *Brakes:* Be sure brakes function properly.
- *Parking Brake:* When latched, the parking brake should lock the wheels and hold the vehicle stationary.
- *Reverse Buzzer:* The reverse buzzer will sound as a warning when the forward/reverse handle or switch is in the reverse position.

Daily Maintenance:

- Remove trash from bag well, floorboard, dash compartment, and drink holders.
- Wash exterior of equipment, including seats and bag well. Do not pressure wash.
- Wash engine compartment. Avoid all electrical components and connections. Do not pressure wash.
- Keep equipment clean with damp cloth.
- Change or repair flat tires.
- *Fuel:* Check fuel level.
- *Engine:* Check for proper engine oil level.
- *Battery:* Check battery post; wires should be tight and free of corrosion, and battery should be fully charged.

Monthly Maintenance:

- *Engine:* Check engine cooling air intake; clean if necessary. Visually inspect the unshrouded area around the engine exhaust for grass and debris; clean if necessary.
- *Tires:* Check air pressure and adjust as necessary.

I have read and understand the above Equipment Maintenance Schedule _____ (Initial)

Terms and Conditions for Returning Vehicles or Trades

Sole Responsibility, if applicable:

The Club agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

1.) All cars must be free of all liens and encumbrances.

2.) All cars must be capable of running at least nine (9) holes of golf.

3.) All cars must be the same quantity and year model as originally evaluated.

4.) All cars must be clean, and free of trash, scorecards, pencils, tees, etc.

5.) All cars must have a working charger.

6.) All cars must have four (4) serviceable tires that retain proper air pressure.

7.) All cars must steer properly in all directions.

8.) All batteries must be free of corrosion, and properly filled with water.

Furthermore, The Club understands and agrees to further charges being assessed if the below conditions are found upon Yamaha Golf-Car Company's inspection of the returned cars:

1.) Severely damaged or missing chargers

2.) Inoperable cars

3.) Minor damage (damage to bodies, bumpers, or seats)

4.) Major damage (frame damage, wrecked cars, etc.)

I have read and agree to the above terms and conditions for returning vehicles and/or trades _____ (Initial)

Indian Hills GC Proposed Equipment and Accessories

2019 Yamaha Drive^2 **EFI** (Fleet) Golf Car

Standard Vehicle Equipment

Description
Yamaha-Built 357 cc EFI Gas Engine
QuieTech System, Complete w/ Fully-Independent Rear Suspension
TruTrack II Fully-Independent, Automotive-Style Front Suspension
HybriCore Chassis
Removable Modular Body Panels
Sentry Wraparound Protection System w/ 5 MPH-Rated Bumpers
Rack-and-Pinion Steering and Drum Brakes
Enhanced Automotive-Style Dash
ClimaGuard Top with Dual Rain Gutters

Installed Options

Description
1 Sand Bucket
6 Pack Cooler
Black ClubPro Bag Protector
Polycarbonate Clear, Hinged Windshield
Color-Matched Custom Number Decals (2 per car)
Sandstone Wheel Covers (4)
USB Charging Ports
Clip-On Information Holder
Comfort Grip Steering Wheel
Color—Glacier White or Sunstone Beige
Delivery—November, 2018

_____

Indian Hills Golf Course / City of Fort Pierce

Indian Hills GC Proposal Details and Acceptance

Golf Car Pricing:

Unit	Qty.	Term	Car/Month	Lease/Month	Roll-Out
Fleet Cars	65	48 Months	$60.00	$3900.00	36 Months
Current Cars	5	Club Owns	N/C	N/C	Club Owns
Total			$65.00	$3900.00	

- First payment on new lease is December 1, 2018.
- Yamaha will cancel current lease and pick up cars after November 1, 2018 payment.
- **Yamaha Golf-Car Company will pay annual property taxes on the 65 new cars quoted.**
- **Early Roll Option:**

  Upon entering into the last year of the lease with Yamaha Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will grant customer the option of rolling into a new fleet of Yamaha golf cars. The new agreement must be with Yamaha Commercial Customer Finance and will be subject to their credit approval process. The new payment will be based upon current fleet condition, product pricing, and interest rates at that time.

The preceding quotation does not include any applicable taxes, except noted above, or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company; additional documentation to follow.

This quotation is valid for seven (7) days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by: _____ Date: _____ Accepted by: Date: 10/17/18

Indian Hills Golf Course / City of Fort Pierce — Yamaha District Sales Manager









PREPARED FOR:

Indian Hills Golf Course

EZGO®
A Textron Company

CUSHMAN®
LET'S WORK.







November 12, 2018

Danny Visconti
Indian Hills Golf Course
1600 S 3rd Street
Fort Pierce, Florida 34950

Dear Danny,

E-Z-GO® is honored to prepare this exclusive proposal for Indian Hills Golf Course and its members. Since 1954, E-Z-GO has pioneered the golf car industry with its innovative, reliable and durable vehicles. E-Z-GO is committed to providing its customers with vehicle solutions that exceed expectations and perform to the demands of their facilities.

E-Z-GO and Cushman® vehicles are manufactured in our globally recognized, award-winning facility in Augusta, GA. Whether you choose the TXT® or RXV® golf car, you can expect proven reliability and the industry's latest innovations. Cushman utility and hospitality vehicles are available in electric, gas and diesel models, and are purpose-built to tackle all of your operation's maintenance and hospitality needs.

But the E-Z-GO advantage goes beyond our products. When you choose E-Z-GO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

E-Z-GO is dedicated to advancing the game of golf and the industry that is the engine behind it. We are a Platinum Corporate Advantage partner of the Club Managers Association of America, a silver partner with the Golf Course Superintendent Association of America, and provide support to numerous regional and local association chapters and events throughout the world of golf.

Our reputation for quality, performance and customer service has made us fortunate to enjoy the company of some of the most famous facilities in golf, from Pebble Beach Resorts, Bandon Dunes Golf Resort, and Pinehurst Resort.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Indian Hills Golf Course.

With sincere appreciation,

John Baughman
Sr. Fleet Sales Representative
954-540-2764
jbaughman@textron.com







OUR HISTORY

During the hot summer of 1954, in a cramped one-room machine shop in Augusta, two brothers founded E-Z-GO from a simple belief that they could build a better golf car, to better meet the needs of the customer.

From those humble beginnings, E-Z-GO has grown into a global leader in the golf industry and light transportation, building many thousands of vehicles each year from its global headquarters in Augusta, which has been recognized as one of the top 10 manufacturing facilities in North America by Industry Week magazine. E-Z-GO manufactures multiple, extensive lines of vehicles, including golf cars, utility vehicles, personnel carriers, refreshment vehicles and is able to customize any vehicle to your unique requirements.

E-Z-GO is a renowned leader in electric-vehicle technology, from our revolutionary RXV, with its exclusive AC Drive technology and automatically applied parking brake, to our newly redesigned TXT golf car, with innovative TruCourse™ Technology and a host of features designed to enhance the on-course experience for the golfer. Our Cushman line of utility vehicles offers a range of models with varying payloads and powertrains to handle any job on your course --upholding the tradition of a brand that has been recognized for more than a century for its rugged, reliable and versatile work machines.

E-Z-GO became part of Textron Inc. (NYSE: TXT) in 1960. This global, multi-industry company leverages its global network of aircraft, defense, industrial and finance businesses to provide customers with innovative solutions and services. Textron is known around the world for its powerful brands such as Bell Helicopter, Cessna Aircraft Company, Jacobsen, Kautex, Lycoming, E-Z-GO, Greenlee, and Textron Systems.

Today, E-Z-GO still has that single belief – that it exists to build vehicles and services that exceed the expectations of the customer. It is the drive to sustain and improve that position – to offer an unparalleled combination of world-class products, advanced technology, manufacturing expertise, and extraordinary service – that leads E-Z-GO to cover new ground.

Pricing

November 12, 2018

Indian Hills Golf Course

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
70	TXT-Gas EFI	2019	Net 30	$4,300.00	$301,000.00
70	TXT-Gas EFI	2019	48 Month FMV	$66.00	$4,620.00
70	TXT-Gas EFI	2019	60 Month FMV	$60.00	$4,200.00

INCLUDED ACCESSORIES			
Color: Std Color Choice	Top	Split Windshield	Bag Cover
Sand Bucket	Cooler	Message Holder	Wheel Covers
Freight			

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

PURCHASE PROGRAM DETAILS

Trade value per car:

Total trade value: **$0.00**

Trade amount used to net down lease payment or purchase price:

Trade value returned as cash:

LEASE PROGRAM DETAILS

Payment schedule: **Straight Pay**

Payment months: **All**

Delivery: **April/May 2019**

First pay: **May/June 2019**

SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. **Indian Hills Golf Course** must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

E-Z-GO will back haul the existing fleet of Yamaha Golf Cars to any single location in Florida or Georgia upon delivery of the new fleet of E-Z-GO vehicles. Existing fleet must be free and clear of all encumbrances.

NOTE: Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

Indian Hills Golf Course

E-Z-GO Division of Textron Inc.

WARNING: Operating, servicing, and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to - www.P65Warnings.ca.gov/passenger-vehicle.

Accepted by: _____

Title: _____

Date: _____

Accepted by: _____

Title: _____

Date: _____

Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The Textron Specialized Vehicles (TSV) Division of Textron Inc. ("Company") provides that any new Model Year 2019 E-Z-GO RXV Fleet and TXT Fleet gasoline or lead-acid electric vehicle (the "Vehicles") and/or battery charger purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
MAJOR SUSPENSION COMPONENTS - Steering Gearbox, steering column, shocks, struts and leaf springs	4 years
MAJOR ELECTRONICS – Electric motor, solid state speed controller and battery charger	4 years
LEAD ACID DEEP CYCLE BATTERY – TXT ELECTRIC MODELS: • Standard Battery • Standard Battery with optional water fill system	 Earlier of 4 years or 23,500 amp hours* Earlier of 4 years or 25,000 amp hours*
LEAD ACID DEEP CYCLE BATTERY – RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
GAS CAR BATTERY (Gas cars with added electrical loads must be equipped with heavy duty battery)	2 years
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
SEATS - Seat bottom, seat back and hip restraints	3 years
POWERTRAIN – Gasoline engine, gasoline axle, engine air intake and exhaust system	4 years
POWERTRAIN – Electric axle	3 years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, starter generator, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL OPTIONS AND ACCESSORIES - All options and accessories supplied by Company at time of purchase	2 years
ALL OTHER COMPONENTS - All other components supplied by Company at time of purchase	2 years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener retightening	90 Days
** Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.*	

The Warranty Period for all parts and components of the Vehicle other than Lead Acid Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage.

The Warranty Period for Lead Acid Deep Cycle Batteries shall commence on the earliest of the date of:

- Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser- requested storage or
- that is one (1) year from the date of manufacture of the Vehicle.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the TSV Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate or improper maintenance, neglect, abuse, improper usage, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, routine scheduled oil and filter changes, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers for the vehicle or uses extension cords with battery chargers;
- shows indications that the charger has been modified to charge vehicles not approved for the charger;
- gasoline vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used in an application other than a fleet golf vehicle such as a Personal Transportation Vehicle (PTV), utility vehicle, or other non-fleet golf vehicle
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company for the application.

USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO NON-APPROVED GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If the Company elects to repair or replace a defective part, the Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LEAD ACID DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- Claims for battery warranty replacement require specific testing, as specified by the TSV Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - five (5) air exchanges per hour in the charging facility;
  - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER COMPANY RIGHTS:

- Company may perform vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of the warranty period.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by a Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS **AUTHORITY:** No Company employee, dealer, distributor or representative, or any other person, has any authority to bind the Company beyond the terms of this Limited Warranty without the express written approval of the TSV Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided in a separate Statement with the Vehicle.

Budget Proposal is Designed
Especially for:

Indian Hills Golf Club



October 11, 2018

By:
Nathan Oberle
Territory Sales Manager
Club Car, Inc.
Phone: 321-243-2017
Nathan_oberle@clubcar.com

PROPOSED EQUIPMENT

(70) New 2019 Club Car® Tempo Gasoline Golf Cars

Including all standard equipment plus the following options:

Color: Standard

Number Decals (two per car)

Cooler (Driver Side)

Sand Bucket (passenger)

Fold Down Bag Protector

Information Holders (1 per car)

Fold Down Windshield

Comfort Grip Steering

Delivery Approximately May 2019

**QUOTE VALID FOR 15 DAYS

Indian Hills Golf Club	Club Car, Inc.
By:_____	By:_____
Title:_____	Title:_____
Date: _____	Date: _____

LEVEL PAYMENT
LEASE PROPOSAL

Club Car's primary funding source, Ingersoll-Rand Financial Services (IRFS), proposes to lease to Indian Hills Golf Club (70) new 2019 Tempo Gas golf cars equipped as stated on the quotation sheet. The lease rates are based on the first payment being made at the time of delivery of the equipment and subject to IRFS's normal credit approval.

LEVEL PAYMENT (48 Months) For budget only

Twelve (12) monthly payments per year

TERM	Rate Per Car Per Month
48 Months	$82.00

****Pricing based on current costs and interest rates and may fluctuate accordingly. For 2019 budgetary purposes only.**

.

The above quoted rates are valid for acceptance within 15 days.

Indian Hills Golf Club

By:_____

Title:_____

Date: _____

Club Car, Inc.

By:_____

Title:_____

Date: _____

WARRANTIES

WARRANTY

Club Car, Inc. warrants to Indian Hills Golf Club that its new 2019 Tempo Gas golf cars are free from defects in materials and workmanship subject to the terms and conditions contained in the attached Club Car Limited Lifetime Warranty.

Terms and Conditions for Returning Vehicles or Trade-Ins

Indian Hills Golf Club agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

1.) All cars must be free of all liens and encumbrances.
2.) All cars must be capable of running at least 9 holes of golf.
3.) All cars must be the same quantity and year model as originally evaluated.
4.) All cars must have a working charger (if electric).
5.) All cars must have four serviceable tires that retain proper air pressure.
6.) All cars must steer properly in all directions.
7.) All batteries must be free of corrosion, and properly filled with water.

.

Furthermore, Indian Hills Golf Club agrees to pay the following charges if the below conditions are found upon Club Car's inspection of the returned cars:

1.) Severely Damaged or Missing Chargers - $200.00 per charger (if applicable)
2.) Inoperable Cars - $200.00 per car
3.) Minor Damage (Damage to Bodies, Bumpers or Seats)- $350.00 per car
4.) Major Damage (Frame Damage, Wrecked Cars, Etc.) - $700.00 per car

REPLACEMENT PARTS AND SERVICE

Factory authorized replacement parts, service and warranty work is handled through **Total Golf Cart**, Club Car's factory authorized Dealer in Fort Pierce, Florida. It is Club Car's objective that Indian Hills Golf Club's fleet will receive professional, timely and systematic service.

Indian Hills Golf Club	Club Car, Inc.
By:_____	By:_____
Title:_____	Title:_____
Date: _____	Date: _____

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

Meeting Date: 11/19/2018

Re: Case #08-2832 - 621 N 9th Street - Travers

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

SUBJECT:

Approve request to reduce code enforcement lien in the amount of $474,300.00 against 621 N 9th Street, Ft. Pierce, FL 34950 - Parcel ID #2403-711-0032-000-9 previously owned by Eva Gilliam, 14860 Harrison Street, Miami, FL 33176 and currently owned by John Travers, 1630 Seaway Dr., Ft. Pierce, FL 34949 to $850.00 (includes the $250.00 City Commission administration fee) payable in 6 months.

SUMMARY:

1. Requestor is the current property owner; however, the previous owner is responsible for creating the fines and lien.
2. Mr. Travers bought the property with the knowledge there was a lien and active condemnation. He demolished the structure at his own expense, bringing the violations into compliance.
3. His intentions for the property is to build on it and reside.
4. Mr. Travers offered $400.00 to resolve the matter.

RECOMMENDATION:

The Special Magistrate heard the property owner's request and recommends the City Commission reduce the lien to $850.00 payable in 6 months. This reduction includes the City Commission's administrative fees of $250.00.

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

Amount: 850.00

OTHER INFORMATION:

$600.00 to the general fund for code enforcement lien.
$250.00 to the general fund for City Commission administrative fees.

Attachments

Administration Fees
Request
Breakdown
7 Criteria
Tax Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/25/2018 03:10 PM

Form Started By: Colleen Greer Started On: 10/18/2018 02:34 PM
Final Approval Date: 10/25/2018

Administrative Cost Estimator

10/22/2018

Property Address: 621 N 9TH ST CASE # 08-2832

Date case originated: 9/24/2008

Date case complied: 10/20/2017

Total time: 108 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	4	$20.40
Photographs (per page)	$0.50	5	$2.50
Filing Fees	$10.00	3	$30.00
Months Open	$50.00	108	$5,400.00

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	$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	1	$150.00

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

Commision Meeting	$250.00	1	$250.00

Fee set by City Commission

Total Estimated Cost: $6,205.98

October 17, 9:00

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

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

Date:	9-27-18				
Property address:	621 N 9th ST				
Owner(s) of record:	John Travers				
Mailing address:	1630 Seaway dr ft Pierce 34949				
Property tax ID #:	2403-711-0032-000-9				
Original purchase date:	8-14-18	Original purchase price:	$100.00		
Property is used for:	☒ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	John Travers	Relationship to owner(s)			
Telephone #:	772-971-7776	Mobile phone #:			
E-mail:	TraversJohn@ATT.net	Preferred contact method:	Phone		
What are owner(s) intentions for property:	Residence				
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 $ 523770.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 523370.60

DOLLAR AMOUNT I AGREE TO PAY $ 400.00

John Travers 9-27-18 John Travers

Signature of Owner or Representative Date Printed Name

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: 621 N 9th ST

Property Owner: John Travers

Mailing Address: 1630 Seaway dr ft Pierce 34949

Telephone #: 772-971-7776 Cell Phone #:

E-Mail Address: TraversJohn@ATT.net

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

I, John Travers, 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:

AT The Time The Violation and liens were put on property. IT was not my responsibilty To Bring matter into compliance.

~~Immediately~~

Immediately after possesion of Title Property was brought into compliance

Date: 9-27-18

Signed: _____

Print Name: John Travers

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority John Travers 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 FL DR LIC. as identification.

SWORN TO AND SUBSCRIBED before me this 27th day of September, 2018.

COLLEEN GREER
State of Florida - Notary Public
Commission # GG 013803
My Comm. Expires 11-13-2020
Bonded Through
National Notary Assn

Colleen Greer

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	621 N 9th 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.

John Travers 9-27-18 John Travers

Signature of Owner or Representative | Date | 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.

Margaret M Arras 9/27/18 Margaret M Arras

City Representative | Date | Printed Name

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**
621 N 9th Street

DATE: November 19, 2018

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 08-2832	$474,300.00	$.00	250.00
TOTAL	$474,300.00	$.00	250.00

CAN BE WAIVED (ALL COSTS) $474,550.00

LIEN REDUCTION HEARING
CONTESTING OF FINE/NON-COMPLIANCE
Special Magistrate Hearing Date: October 17, 2018

Case No: 08-2832 **Address: 621 N 9th Street**

1.) The gravity or seriousness of the violation:	**MODERATE**
2a.) Any and all actions taken by the violator to correct the violations; OR	**NONE**
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:	**N/A NEW OWNER**
3.) The length of time necessary to bring the property into compliance:	**8 YEARS**
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:	**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:	**3 WITH RESULTS OF INVOLUNTARY LOT CLEARING** **13 PREVIOUS VIOLATIONS THAT WERE COMPLIED.**
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	**NONE**
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:	**CASE 18-1181 CONDEMNATION**

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

Property Identification

Site Address: 621 N 9th ST	Parcel ID: 2403-711-0032-000-9	Account #: 16147	Sec/Town/Range: 03/35S/40E
Map ID: 24/03S	Zoning: R4	Use Type: 0100	Jurisdiction: Fort Pierce

Ownership

John Travers

1630 Seaway DR Apt 304
Fort Pierce, FL 34949

Legal Description

J E W MCCULLER`S S/D LOT 30

Current Values

Just/Market:	$20,100	Assessed:	$12,584
Exemptions:	$0	Taxable:	$12,584

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	$20,100	$12,584	$0	$12,584
2017	$12,900	$11,440	$0	$11,440
2016	$10,400	$10,400	$0	$10,400

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
08-13-2018	4169 / 0881	0111	QC	5T Wealth Partners LP	$1,300
05-29-2018	4137 / 2025	0111	TD	Gilliam Eva	$5,500
01-01-1900					$0

Primary Building Information

Finished Area of this building: 792 SF
Gross Area of this building: 984 SF

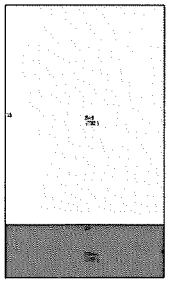
Exterior Data

View:	Roof Cover: Metal	Roof Structure: Gable	Building Type: HD-
Year Built: 1935	Frame:	Grade: D-	Effective Year: 1955
Primary Wall: Wood no Sh	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 3	A/C %: 0%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 1	Heated %: 0%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel:	Primary Floors: Double Pine





Total Areas

Finished/Under Air (SF):	792
Gross Area (SF):	984
Land Size (acres):	0.11
Land Size (SF):	5,000
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.
© Copyright 2018 Saint Lucie County Property Appraiser. All rights reserved.

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

Meeting Date: 11/19/2018

Re: Demolition Lien - 811 Avenue C

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

SUBJECT:

Approve waiver of interest, penalties, and administrative fees in the amount of $12,253.60 associated with demolition lien against 811 Avenue C, Fort Pierce, FL 34950, Parcel ID Number 2410-604-0030-000-8 owned by Mt. Olive Missionary Baptist Church, 811 Avenue C, Fort Pierce, FL 34950 contingent upon payment of $9,500.00 within 24 months.

SUMMARY:

Mt. Olive Missionary Baptist Church has been a beacon in the community for over one hundred years. They have provided food, clothing, and shelter to the needy families in the area. They purchased the property in hopes of providing low-income housing for the senior citizens within the Congregation. When they purchased the property they did not know about the liens; therefore, they could not go forward with their plans. Mr. James Edwards is representing the church and is requesting the City's help with the removal and/ or reduction of the liens.

RECOMMENDATION:

Staff recommends waiving interest, penalties, and administrative fees in the amount of $12,253.60 contingent upon payment of balance in the amount of $9,500.00 within 24 months.

ALTERNATIVES:

Deny request.
Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager.
Kathy D'Arton, Accounts Receivable.

Fiscal Impact

Budgeted Y/N: 2018

Amount: 9,500.00

OTHER INFORMATION:

$9,500.00 to the general fund.

Attachments

Request

Breakdown
Tax Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:48 PM

Form Started By: Colleen Greer
Started On: 10/30/2018 04:35 PM
Final Approval Date: 11/14/2018

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	10/29/2018				
Property address:	811 ave C				
Owner(s) of record:	MT. Olive Missionary Baptist Church Inc.				
Mailing address:	P.O. Box 3863				
Property tax ID #:	2410604003 00008				
Original purchase date:		Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	James A. Edwards	Relationship to owner(s)	Chairman Of The Trustee Board		
Telephone #:	772-480-3565	Mobile phone #:	772-480-3565		
E-mail:	hun122263.mc@gmail.com	Preferred contact method:	Mobile Phone		
What are owner(s) intentions for property:	Sell				
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?		

City incurred charges (lot clearing, demolition, etc)	$ 9500.00
Administrative fees	$ 100.00
Interest	$ 10128.00
Penalties	$ 2025.60
TOTAL AMOUNT DUE TO CITY	$ 21,753.60
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 12,253.60
DOLLAR AMOUNT I AGREE TO PAY	$ 9500.00

James Edwards for — 10/29/18 — JAMES Edwards POA

Signature of Owner or Representative — Date — Printed Name

MT Olive Missionary Baptist Church INC. — MT Olive Missionary Baptist Church INC.

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: 311 Ave. C, Ft. Pierce, FL 34950

Property Owner: Mt Olive Missionary Baptist Church Inc.

Mailing Address: P. O. Box 3863

Telephone #: _____ Cell Phone #: 772-480-3565

E-Mail Address: hun12263.me@gmail.com

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

I, James A. Edwards on behalf of → Mt. Olive Missionary Baptist Church., 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:

We, the members of Mt. Olive Missionary Baptist Church are requesting the liens be removed or reduced from our property located at 811 Ave C. Fort Pierce.
Mt. Olive has been a beacon in this community for over 116 years and we have provided food clothing and shelter for the needy families in our community. We purchased this property with the hope of caring out the Lord's work by providing low-income housing for our Senior citizens within the congregation. However due to the liens that we did not become aware of until after the purchase of the property we were not able to move forward with our plans.
We are asking for your help with the removal and or reduction of these liens. We are thankful for your consideration. Prayerfully Submitted

Date: 10/30/18

Signed: James A Edwards

Print Name: James A Edwards

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority James A. Edwards 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 FL DL License as identification.

SWORN TO AND SUBSCRIBED before me this 30th day of October, 2018.

COLLEEN GREER
State of Florida - Notary Public
Commission # GG 013803
My Comm. Expires 11-13-2020
Bonded Through
National Notary Assn

Colleen Greer

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	

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(h), 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 considered and a determination made by the City Commission of the City of Fort Pierce.

James Edwards for Mt. Olive Miss. Baptist Church Inc — Signature of Owner or Representative — Date

James. A. Edwards — 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 the City Commission for final determination.

Margaret M Arrau — City Representative

10/30/18 — Date

Margaret M. Arrau — Printed Name

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: **DEMOLITION LIEN REDUCTION**
Address: 811 Avenue C, Fort Pierce, FL
Parcel ID#: 2410-604-0030-000-8
Owner: Mt. Olive Missionary Baptist Church

DATE: November 19, 2018

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Demolition Lien	$9,500.00	$12,153.60	$100.00
TOTAL	$9,500.00	$12,153.60	$100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)	$12,253.60
CANNOT BE WAIVED (ALL LOT CLEARING COSTS)	$ 9,500.00
	$21,753.60

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

Property Identification

Site Address: 811 Avenue C	Parcel ID: 2410-604-0030-000-8	Account #: 23346	Sec/Town/Range: 10/35S/40E
Map ID: 24/10N	Zoning: R4	Use Type: 0000	Jurisdiction: Fort Pierce

Ownership

Mt Olive Missionary Baptist
PO Box 3863
Fort Pierce, FL 34948

Legal Description

BENJ HOGG'S ADDN BLK B LOT 5 (MAP 24/10D) (OR 2200-2875)

Current Values

Just/Market:	$4,400	Assessed:	$3,993
Exemptions:	$3,993	Taxable:	$0

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	$4,400	$3,993	$3,993	$0
2017	$3,800	$3,630	$3,630	$0
2016	$3,600	$3,300	$3,300	$0

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
03-31-2005	2200 / 2875	XX01	TD	Merricks Sr Lee V	$8,000
05-01-1982	0375 / 2726	XX00	CV		$90,000
04-01-1982	0375 / 0407	XX01	CV		$10,000

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:





Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	0.17
Land Size (SF):	7,500
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.
© Copyright 2018 Saint Lucie County Property Appraiser. All rights reserved.

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

Meeting Date: 11/19/2018

Re: Lot Clearing Lien - N 9th Street

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

SUBJECT:

Approve waiver of fees in the amount of $158.53 associated with lot clearing lien against 621 N 9th Street, Fort Pierce, FL 34950, Parcel ID #2403-711-0032-000-9 previously owned by Leon Gilliam, 619 N 9th Street, Fort Pierce, FL and currently owned by John Travers 1630 Seaway Drive, Fort Pierce, FL contingent upon payment of $150.00 payable in 30 days. Please note, applicant is requesting a waiver of all fees, including hard costs.

SUMMARY:

Request by applicant to to waive all fees, including city incurred charges, administrative fees, interest, and penalties in the amount of $308.53 Mr. Travers is the current owner of property referenced above and asking for all fines to be waived. The violations and fines were against the previous owners. He is the person who took responsibility for bringing the property into compliance through demolition.

RECOMMENDATION:

Staff recommends waiving interest, penalties, and administrative fees in the amount of $158.53 contingent upon payment of balance in the amount of $150.00 payable in 30 days.

ALTERNATIVES:

Approve the applicant's request for full waiver of fees.
Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager.
Kathy D'Arton, Accounts Receivable.

Fiscal Impact

Budgeted Y/N: 2018

Amount: 150.00

OTHER INFORMATION:

$150.00 to the general account.

Attachments

Request

Breakdown
Proof of Ownership

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:48 PM

Form Started By: Colleen Greer
Started On: 10/29/2018 09:18 AM
Final Approval Date: 11/14/2018

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	October 26, 2018				
Property address:	N 9TH ST Addr 2403711003100003				
Owner(s) of record:	John Travers				
Mailing address:	1630 Seaway Dr				
Property tax ID #:					
Original purchase date:	10-25-18	Original purchase price:	2500.00		
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	John Travers	Relationship to owner(s)			
Telephone #:	772-971-7776	Mobile phone #:			
E-mail:	TraversJohn@ATT.net	Preferred contact method:			
What are owner(s) intentions for 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?		

City incurred charges (lot clearing, demolition, etc)	$ 150
Administrative fees	$ 100
Interest	$ 48.75
Penalties	$ 9.78
TOTAL AMOUNT DUE TO CITY	$ 308.53
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ Waive
DOLLAR AMOUNT I AGREE TO PAY	$ 0

Signature of Owner or Representative Date

John Travers
Printed Name

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: n 9th st 2403711003100002

Property Owner: John Travers

Mailing Address: 1630 Seaway Dr 304 ft pierce

Telephone #: 772-971-7776 Cell Phone #:

E-Mail Address: TraversJohn@ATT.net

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

I, John Travers, 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:

Late Fee

Date: 10-27-18

Signed: John Travers

Print Name: John Travers

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority John Travers 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 FL Sewers License as identification.

SWORN TO AND SUBSCRIBED before me this 26th day of October, 2018.

COLLEEN GREER
State of Florida - Notary Public
Commission # GG 013803
My Comm. Expires 11-13-2020
Bonded Through
National Notary Assn

Colleen Greer

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	

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(h), 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 considered and a determination made by the City Commission of the City of Fort Pierce.

John Laws 10-26-18 John Laws

Signature of Owner or Representative Date 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 the City Commission for final determination.

Margaret M. Arras 10/26/18 Margaret M. Arras

City Representative Date Printed Name

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: **LOT CLEARING LIEN REDUCTION**
Address: N 9th Street, Fort Pierce, FL
Parcel ID#: 2403-711-0031-000-2
Owner: John Travers

DATE: November 19, 2018

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Lot Clearing Lien	$150.00	$58.53	$100.00
TOTAL	$150.00	$58.53	$100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS) $158.53
CANNOT BE WAIVED (ALL LOT CLEARING COSTS) $150.00
$308.53

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4495827 10/29/2018 11:38:13 AM
OR BOOK 4196 PAGE 2600 - 2600 Doc Type: DEED
RECORDING: $10.00
Doc Tax: $17.50

Prepared By: Jeanne Arias
223 N 2nd St, Fort Pierce, FL 34950
Parcel Identification No. 2403-711-0031-000-2
Name: *Jeanne Arias*

Quitclaim Deed

This Quitclaim Deed has been executed this 6th day of October 26, 2018 between Jeanne Arias, an individual, whose PO address is 223 N 2nd St, Fort Pierce, FL 34950, hereinafter referred to as Grantor, and John Travers, an individual, whose PO address 1630 Seaway Dr, Apt 304, Fort Pierce, Fl, 34949 is of the County of St Lucie, State of Florida, hereinafter referred to as Grantee.

Witnesseth, that the Grantor, for and in consideration of the sum of $2,500 & no/100 Dollars, in hand paid by Grantee, the receipt of which is hereby acknowledged, have granted, bargained and quitclaimed to the said Grantee and Grantees' heirs and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the following described land, situate, lying and being in the County of Saint Lucie, State of Florida, to wit:

Address: TBD N 9th St, Fort Pierce, Fl
Parcel ID: 2403-711-0031-000-2
Legal Desc: JEW MCCULLERSS S/D LOT 29 (OR 4114-1472)

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, to the only proper use, benefit and behoof of the grantee forever.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.
Signed in the presences of:

Witness

Witness

Grantor

223 N 2ND ST FT. P
Grantor's Address FL 34950

STATE OF FLORIDA, COUNTY OF SAINT LUCIE

The foregoing instrument was acknowledged before me this 26 day of October, 2018 by Jeanne Arias, who has provided a Driver's License as identification.

RICHARD E WELKER
Notary Public - State of Florida
Commission # FF 222807
My Comm. Expires Apr 21, 2019
Bonded through National Notary Assn.

RECEIPT

Joseph E. Smith
Clerk of the Circuit Court
St. Lucie County

1648051

Clerk of the Circuit Court
St. Lucie County
201 South Indian River Drive
Fort Pierce, FL 34950
(772) 462-6900

Transaction #: 1648051
Receipt #: 1478632

Cashier Date: 10/29/2018 11:38:14AM
Print Date: 10/29/2018 11:38:43AM

www.stlucieclerk.com

CUSTOMER INFORMATION

JOHN TRAVERS

,

TRANSACTION INFORMATION

Date Received:	10/29/2018 11:35:36AM
Location:	North County
Return Code:	Over the Counter
Trans Type:	Recording
Reference:	
Cashier:	PETERSONZ

PAYMENT SUMMARY

Total Fees:	$27.50
Total Payments:	$40.00
Balance Due:	$0.00
Cash Tendered:	$40.00
Change:	$12.50

Payment

CASH $40.00

0.00

CHANGE $12.50

Official Record

DEED

BK/PG: 4196/2600 DOC #: 4495827 Date: 10/29/2018 11:38:13AM
FROM: ARIAS,JEANNE TO: TRAVERS,JOHN

Deed Doc Stamps @ $0.70 per $100	17.50
Indexing @ 1st 4 Names Free, Addt'l=$1 ea.	0.00
Recording @ 1st=$10 Addt'l=$8.50 ea.	10.00

City Commission Regular Meeting **11.i.**

Meeting Date: 11/19/2018

Re: Lot Clearing Lien - 621 N 9th Street

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

SUBJECT:

Approve waiver of fees in the amount of $129.92 associated with lot clearing lien against 621 N 9th Street, Fort Pierce, FL 34950, Parcel ID #2403-711-0032-000-9 previously owned by Leon Gilliam, 619 N 9th Street, Fort Pierce, FL and currently owned by John Travers 1630 Seaway Drive, Fort Pierce, FL contingent upon payment of $125.00 payable in 30 days. Please note, applicant is requesting a waiver of all fees, including hard costs.

SUMMARY:

Request by applicant to to waive all fees, including city incurred charges, administrative fees, interest, and penalties in the amount of $254.92 Mr. Travers is the current owner of property referenced above and asking for all fines to be waived. The violations and fines were against the previous owners. He is the person who took responsibility for bringing the property into compliance through demolition.

RECOMMENDATION:

Staff recommends waiving interest, penalties, and administrative fees only in the amount of $129.92 contingent upon payment of balance in the amount of $125.00 payable in 30 days.

ALTERNATIVES:

Approve applicant's request for full waiver, including hard costs.
Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager.
Kathy D'Arton, Accounts Receivable.

Fiscal Impact

Budgeted Y/N: 2018

Amount: 125.00

OTHER INFORMATION:

$125.00 to the general fund.

Attachments

Request

Tax Card
Breakdown

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:48 PM

Form Started By: Colleen Greer
Started On: 10/29/2018 09:36 AM
Final Approval Date: 11/14/2018

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	Oct 26 2018				
Property address:	621 NTh 9Th street				
Owner(s) of record:	John Travers				
Mailing address:	1630 Seaway Dr 304				
Property tax ID #:					
Original purchase date:	Sept. 2017	Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	John Travers	Relationship to owner(s)			
Telephone #:	772-971-7776	Mobile phone #:			
E-mail:	Travers John@ATT.net	Preferred contact method:			

What are owner(s) intentions for 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?	

City incurred charges (lot clearing, demolition, etc)	$ 125
Administrative fees	$ 100
Interest	$ 24.86
Penalties	$ 5.06
TOTAL AMOUNT DUE TO CITY	$ 254.92
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ WAIVE
DOLLAR AMOUNT I AGREE TO PAY	$ 0

Signature of Owner or Representative — 10-26-18 Date — John Travers Printed Name

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: 621 N 9th Street

Property Owner: John Travers

Mailing Address: 1630 Seaway Dr 304

Telephone #: 772-971-7776 Cell Phone #: _____

E-Mail Address: Travers John @ ATI.NET

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

I, John Travers, 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:

Waive fees

Date: 10-2

Signed: John Travers

Print Name: John Travers

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority John Travers 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 FL DR lic. as identification.

SWORN TO AND SUBSCRIBED before me this 26th day of October, 2018.

COLLEEN GREER
State of Florida - Notary Public
Commission # GG 013803
My Comm. Expires 11-13-2020
Bonded Through
National Notary Assn

Colleen Greer

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	

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(h), 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 considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative	Date	Printed Name
[signature]	10-26-18	John Travers

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 the City Commission for final determination.

City Representative	Date	Printed Name
[signature]	10/26/18	Margaret M Arnais

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

Property Identification

Site Address: 621 N 9th ST	Parcel ID: 2403-711-0032-000-9	Account #: 16147	Sec/Town/Range: 03/35S/40E
Map ID: 24/03S	Zoning: R4	Use Type: 0100	Jurisdiction: Fort Pierce

Ownership

John Travers

1630 Seaway DR Apt 304
Fort Pierce, FL 34949

Legal Description

J E W MCCULLER`S S/D LOT 30

Current Values

Just/Market:	$20,100	Assessed:	$12,584
Exemptions:	$0	Taxable:	$12,584

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	$20,100	$12,584	$0	$12,584
2017	$12,900	$11,440	$0	$11,440
2016	$10,400	$10,400	$0	$10,400

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
08-13-2018	4169 / 0881	0111	QC	5T Wealth Partners LP	$1,300
05-29-2018	4137 / 2025	0111	TD	Gilliam Eva	$5,500
01-01-1900					$0

Primary Building Information

Finished Area of this building: 792 SF
Gross Area of this building: 984 SF

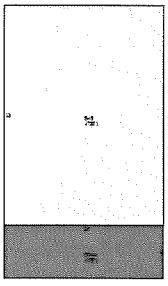
Exterior Data

View:	Roof Cover: Metal	Roof Structure: Gable	Building Type: HD-
Year Built: 1935	Frame:	Grade: D-	Effective Year: 1955
Primary Wall: Wood no Sh	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 3	A/C %: 0%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 1	Heated %: 0%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel:	Primary Floors: Double Pine





Total Areas

Finished/Under Air (SF):	792
Gross Area (SF):	984
Land Size (acres):	0.11
Land Size (SF):	5,000
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.
© Copyright 2018 Saint Lucie County Property Appraiser. All rights reserved.

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: **LOT CLEARING LIEN REDUCTION**
Address: 621 N 9th Street, Fort Pierce, FL
Parcel ID#: 2403-711-0032-000-9
Owner: John Travers

DATE: November 19, 2018

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Lot Clearing Lien	$125.00	$29.92	$100.00
TOTAL	$125.00	$29.92	$100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)	$129.92
CANNOT BE WAIVED (ALL LOT CLEARING COSTS)	$125.00
	$254.92

City Commission Regular Meeting **11.j.**

Meeting Date: 11/19/2018

Re: Lot Clearing Lien - 811 Avenue C

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

---

SUBJECT:

Approve request to waive interest, penalties, and administrative fees in the amount of $2,984.53 associated with lot clearing lien against 811 Avenue C, Fort Pierce, FL 34950, Parcel ID Number 2410-604-0030-000-8 owned by Mt. Olive Missionary Baptist Church, 811 Avenue C, Fort Pierce, FL 34950 contingent upon payment of $573.16 within 24 months.

SUMMARY:

Mt. Olive Missionary Baptist Church has been a beacon in the community for over one hundred years. They have provided food, clothing, and shelter to the needy families in the area. They purchased the property in hopes of providing low-income housing for the senior citizens within the Congregation. When they purchased the property they did not know about the liens; therefore, they could not go forward with their plans. Mr. James Edwards is representing the church and is requesting the City's help with the removal and/ or reduction of the liens.

RECOMMENDATION:

Staff recommends waiving interest, penalties, and administrative fees in the amount of $2,984.53 contingent upon payment of balance in the amount of $573.16 within 24 months.

ALTERNATIVES:

Deny request.
Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager.
Kathy D'Arton, Accounts Receivable.

Fiscal Impact

Budgeted Y/N: 2018

Amount: 573.16

OTHER INFORMATION:

$573.16 to the general fund.

Attachments

Request

Breakdown
Tax Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:48 PM

Form Started By: Colleen Greer Started On: 10/30/2018 04:22 PM
Final Approval Date: 11/14/2018

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	10/29/2018				
Property address:	811 ave. C, Ft. Pierce, Fl 34950				
Owner(s) of record:	MT. Olive Missionary Baptist Church				
Mailing address:	P. O. BOX 3863				
Property tax ID #:	2410604003000008				
Original purchase date:		Original purchase price:	3,000.00		
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	Mount Olive Miss. Baptist Church	Relationship to owner(s)	Chairman of the Trustee Board		
Telephone #:	772-480-3565	Mobile phone #:	772-480-3565		
E-mail:	hun12236.me@gmail.com	Preferred contact method:	mobile Phone		
What are owner(s) intentions for property:	5211				
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?		

City incurred charges (lot clearing, demolition, etc)	$ 573.16
Administrative fees	$ 1100.00
Interest	$ 1568.76
Penalties	$ 315.77
TOTAL AMOUNT DUE TO CITY	$ 3557.69
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 2984.53
DOLLAR AMOUNT I AGREE TO PAY	$ 573.16

James Edwards 10/29/18
Signature of Owner or Representative Date

James Edwards, for Mt. Olive Missionary Baptist Church
Printed Name

For Mt. Olive Missionary Baptist Church

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: 811 Ave. C, Ft. Pierce, FL 3449

Property Owner: MT. Olive Missionary Baptist Church

Mailing Address: P.O. Box 3863

Telephone #: _____ Cell Phone #: 772-480-3565

E-Mail Address: hun122363.me@gmail.com

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

I, James Edwards Mt. Olive Missionary Baptist Church, 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:

We, the members of Mt. Olive Missionary Baptist Church are requesting the liens be removed or reduced from our property located at 811 Ave. C. Fort Pierce.
Mt. Olive has been a beacon in this community for over 116 years and we have provided food, clothing and shelter for the needy families in our community. We purchased this property with the hope of caring out the Lord's work by providing low-income housing for our Senior Citizens within the Congregation. However due to the liens that we did not become aware of until after the purchase of the property, we could not move forward with our plans.
We are asking for your help with the removal and or reduction of these liens. We are thankful for your consideration Prayerfully Submitted.

Date: 10/30/18

Signed: James A Edwards

Print Name: James A. Edwards

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Edwards, James A 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 FL DR License as identification.

SWORN TO AND SUBSCRIBED before me this 30th day of October, 2018.

COLLEEN GREER
State of Florida - Notary Public
Commission # GG 013803
My Comm. Expires 11-13-2020
Bonded Through
National Notary Assn

Colleen Greer

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	811 Ave C, Ft. Pierce, Fla.

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(h), 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 considered and a determination made by the City Commission of the City of Fort Pierce.

James Edwards 10/29/18 JAMES EDWARDS
Signature of Owner or Representative Date Printed Name

For Mt. Olive Missionary Baptist Church Inc. For Mt. Olive Missionary Baptist Church Inc

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 the City Commission for final determination.

Margaret M Arnuz 10/30/18 Margaret M. Arnuz
City Representative Date Printed Name

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Executive Secretary to Code Enforcement

SUBJECT: **LOT CLEARING LIEN REDUCTION**
Address: 811 Avenue C, Fort Pierce, FL
Parcel ID#: 2410-604-0030-000-8
Owner: Mt. Olive Missionary Baptist Church

DATE: November 19, 2018

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Lot Clearing Lien	$573.16	$1,884.53	$1,100.00
TOTAL	$573.16	$1,884.53	$1,100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS) $2984.53
CANNOT BE WAIVED (ALL LOT CLEARING COSTS) $ 573.16
$3,557.69

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

Property Identification

Site Address: 811 Avenue C	Parcel ID: 2410-604-0030-000-8	Account #: 23346	Sec/Town/Range: 10/35S/40E
Map ID: 24/10N	Zoning: R4	Use Type: 0000	Jurisdiction: Fort Pierce

Ownership

Mt Olive Missionary Baptist
PO Box 3863
Fort Pierce, FL 34948

Legal Description

BENJ HOGG'S ADDN BLK B LOT 5 (MAP 24/10D) (OR 2200-2875)

Current Values

Just/Market:	$4,400	Assessed:	$3,993
Exemptions:	$3,993	Taxable:	$0

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	$4,400	$3,993	$3,993	$0
2017	$3,800	$3,630	$3,630	$0
2016	$3,600	$3,300	$3,300	$0

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
03-31-2005	2200 / 2875	XX01	TD	Merricks Sr Lee V	$8,000
05-01-1982	0375 / 2726	XX00	CV		$90,000
04-01-1982	0375 / 0407	XX01	CV		$10,000

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:





Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	0.17
Land Size (SF):	7,500
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.
© Copyright 2018 Saint Lucie County Property Appraiser. All rights reserved.

City Commission Regular Meeting **11.I.**

Meeting Date: 11/19/2018

Re: Kimley-Horn Specific Autorization No. 5 (RFQ 2013-005) - Edwards Road Canal (Canal No. 9) Canal Stabilization

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of Specific Authorization No. 5 in an amount not to exceed $20,865.00 (reimbursed by USDA NRCS) for professional engineering services relating to the canal stabilization of a portion of Canal No. 9 situated between Oleander Avenue and Sunrise Boulevard.

SUMMARY:

Engineering staff was recently notified that a request for Hurricane Irma disaster funding was approved by the USDA Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program. This agreement will provide 75% reimbursement of construction costs and 100% technical assistance funding in an amount not to exceed $69,058 for costs associated with engineering, surveying, and project administration. The project design is proposed to include the canal bank stabilization of approximately 325 LF of canal southside of 1029 Trinidad Avenue and 1035 Trinidad Avenue. The stabilization will be achieved by the utilization of articulated closed cell block mats as indicated on the attached project detail sheet.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Disregard quote and negotiate with another consultant on the City's list of Continuing Service Providers

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

USDA NRCS

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	403-4300-538-3490
Amount:	$20,865.00

FISCAL IMPACT:

The $20,865 will be initially paid from the above referenced SMU account with 100% reimbursement from NRCS

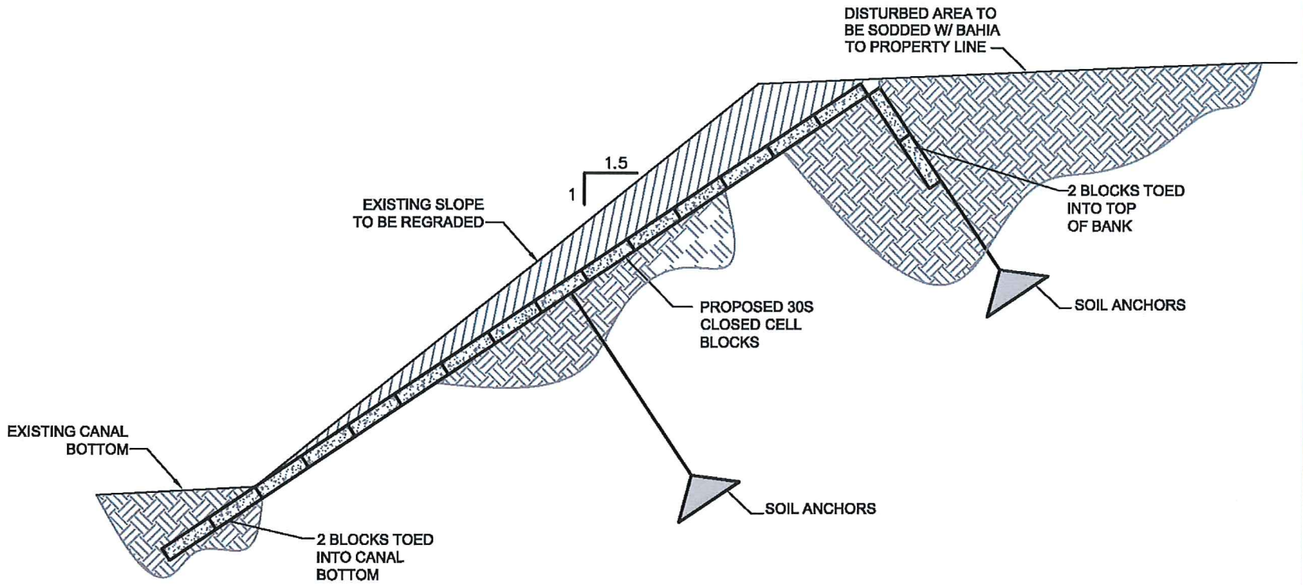
Attachments

Canal No. 9 Detail Sheet
SA No. 5 - City Attorney Approved

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/06/2018 01:58 PM
City Manager	Nick Mimms	11/14/2018 03:45 PM
Form Started By: Tracy Telle		Started On: 11/01/2018 11:52 AM
Final Approval Date: 11/14/2018		





TYPICAL CANAL BANK STABILIZATION DETAIL

N.T.S.

THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT

CANAL NO. 9 DETAIL SHEET

SPECIFIC AUTHORIZATION NO. 5

CITY OF FORT PIERCE CANAL NO. 9 (EDWARDS ROAD CANAL) PROFESSIONAL SERVICES

SCOPE OF SERVICES

Pursuant to the provisions contained in the "RFQ No. 2013-005 – Engineering Services" between The City of Fort Pierce (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. (hereinafter referred to as "ENGINEER"), CITY authorizes the ENGINEER to provide services in accordance with the terms and conditions set forth in RFQ 2013-005.

The CITY desires additional services related to the proposed Canal No. 9 stabilization, hereinafter referred to as the "Project".

This Project is a USDA NRCS funded project.

Section 1 - Scope of Work and Schedule of Services

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

Professional consultant services are required for the preparation of engineering plans and specification package to support the design, permitting, and bidding of improvements to 325 LF of Canal No. 9 as situated between 1029 Trinidad Avenue and 1035 Trinidad Avenue. The engineer will prepare the plans along with the specification package to meet the requirements of the City of Fort Pierce and the USDA NRCS. The proposed improvements and scope of services are more particularly described in Exhibit "A", attached hereto and incorporated by reference herein.

Section 2 - Deliverables

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

60% Design Drawings	4 Weeks from NTP
90% Design Drawings	6 Weeks from NTP
100% Design Drawings	8 Weeks from NTP

SPECIFIC AUTHORIZATION NO. 5

CITY OF FORT PIERCE CANAL NO. 9 (EDWARDS ROAD CANAL) PROFESSIONAL SERVICES

Section 3 - Method and Amount of Compensation

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

The budget (or fee) for the services is not to exceed $20,865.00

Section 4 - CITY's Responsibilities

CITY hereby designates City Engineer or designee as CITY's representative.

Section 5 - Other Provisions

All applicable portions of the RFQ 2013-005 not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

Section 6 – Public Records

City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Contractor shall comply with all public records laws, specifically to:

a. Keep and maintain public records required by City to perform the service.

b. Upon request from City's custodian of public records, provide City 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

c. 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 Contractor does not transfer the records to City.

d. Upon completion of the contract, transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@city-ftpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

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

CITY OF FORT PIERCE, FLORIDA:

By: _____ Date: _____
Linda Hudson, Mayor

Attest: _____
Linda Cox, City Clerk

KIMLEY-HORN & ASSOCIATES, INC.

By: _____ Date: 10/18/18
Brian Good, P.E, Senior Vice President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: 9/20/18
Ben Bryan, Jr., City Attorney

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

CITY OF FORT PIERCE EDWARDS ROAD CANAL STABILIZATION PROJECT

PROJECT DESCRIPTION:

The CITY desires to develop final construction documents to support canal stabilization improvements along the Edwards Road canal. The canal stabilization shall extend the full width of the following parcels:

- 1035 Trinidad Avenue – 100-foot canal frontage
- 1033 Trinidad Avenue – 75-foot canal frontage
- 1031 Trinidad Avenue - 75-foot canal frontage
- 1029 Trinidad Avenue - 75-foot canal frontage

The CITY desires to utilize an articulated concrete revetment mat system to stabilize the canal bank. The canal bank stabilization will need to consider future canal bank stabilization improvements beyond this initial project and the revetment mat system shall consider the ability for revegetation due to proximity to residential properties.

DESCRIPTION OF TASK DELIVERABLES:

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

A. General:

1. The ENGINEER will endeavor not to duplicate any previous work done on the project. After issuance of written authorization to proceed, the ENGINEER shall consult with the CITY to clarify and define the requirements for the project and review available data.

2. The ENGINEER will attend conferences with the CITY and its representatives upon reasonable request.

3. In order to accomplish the work described under this Task Order in the time frames and conditions set forth, the ENGINEER will observe the following requirements:

    a. The ENGINEER will complete his work on the project within the time allowed by maintaining an adequate staff of registered engineers, draftsmen, and other employees on the work.

    b. The ENGINEER will design the project in such a manner as to be in reasonable conformance with applicable federal, state and local laws, and shall comply with the Florida Department of Transportation (FDOT) Plans Preparation Manual Design Criteria, latest edition.

    c. The ENGINEER will prepare all necessary sketches and completed application forms to accompany the CITY's applications for required federal, state, or local permits.

    d. The ENGINEER will cooperate with the CITY in order that all phases of the work may be properly scheduled and coordinated.

    e. The ENGINEER will send a complete preliminary set of construction plans to any city, county, state, regional or federal regulatory agency from which a permit or other approval is required prior to final approval of the design by the City Engineer, and will coordinate the project design with all applicable agencies.

4. Compensation to the ENGINEER for basic services shall be in accordance with Section IV – Compensation, of this Agreement, as mutually agreed upon by the

ENGINEER and CITY.

B. Topographic Design Survey:

A topographic survey of the area will be prepared within the right-of-way occupied by the Edwards Road northern canal bank within the parcel limits previously identified extending 50-feet beyond the terminal parcels. Canal cross-sections will be taken at 100-foot intervals and will include elevations extending to the right-of-way limits. Collected elevations will include top of bank, toe of slope and centerline. Elevations will be referenced to the North American Vertical Datum of 1988 (NAVD 88). Right-of-way lines will be delineated within the survey.

This task will consist of the preparation of a digital base map topographic survey in accordance with the Florida Minimum Technical Standards set forth by the Florida Board of Professional Surveyors in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

C. Analysis and Plans:

The construction plan set shall consist of the following:

	60%	90%	100%
Cover Sheet	S	S	F
Summary of Pay Items	P	S	F
Typical Sections	S	S	F
Summary of Quantities & General Notes	S	S	F
Plan and Profile Sheets (40 scale)	S	S	F
Special Details	P	S	F
Construction Cost Estimate and Quantities	S	S	F

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

General Construction Plan Requirements:

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

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

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

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

The following items are not included:

- Franchise Utility Relocation Plans

D. Franchise Utility Coordination:

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

TIME OF PERFORMANCE:

Upon authorization to proceed by the CITY, final design documents are expected to take approximately eight (8) weeks from the Notice to Proceed (NTP).

60% Design Drawings	4 weeks following NTP
90% Design Drawings	6 weeks following NTP
100% Design Drawings	8 weeks following NTP

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

EXHIBIT "B"

COMPENSATION

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

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

Lump Sum Tasks

Task Description	Fee
Topographic Design Survey	$ 3,250
Analysis and Plans	$ 14,815
Franchise Utility Coordination	$ 2,800
Grand Total	**$ 20,865**

Compensation will be computed at the hourly rates of

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

Summary

Project Name — Edwards Road Canal Stabilization Project

Task Summary — Manhours for project

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Professional 1	Designer	Support Staff	Remarks
	$165	$165	$140	$115	$105	$90	$50	
Design Analysis	2	16	10	0	4	4	4	
Roadway Plans	2	6	18	0	16	46	0	
Permitting	0	0	0	0	0	0	0	
Utility Coordination	0	2	4	0	8	0	4	
Total Hours =	4	24	32	0	28	50	8	
Labor Fee =	$660	$3,960	$4,480	$0	$2,940	$4,500	$400	

Total Labor Fee =	$16,940
Expenses (4%) =	$678
Roadway Fee =	$17,618
Design Topo Fee =	$3,250
Total Fee =	$20,868

Activity: Design Analysis

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	*Remarks*
Contract File		2					2	
Project Coordination								
City		10	4			4	2	Two review submittals/ meetings
Cost Estimating		2	6		4			
Project Specifications								
QC/QA	2							
Project Management		2						
Subtotal	2	16	10	0	4	4	4	

Activity: Roadway Plans

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	*Remarks*
Cover Sheet			2			2		
Typical Section and Notes			4		4	8		
Summary of Quantities Sheet			2		6	6		
Plan/Profile Sheets								
Edwards Rd Canal		2	4		6	18		1 sheet at 30 hrs/sht
Miscellaneous Const. Details		2	6			12		1 sheet of details @ 20hrs/sht
QC/QA	2							
Project Management		2						
Subtotal	2	6	18	0	16	46	0	

Activity: Permiting

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	*Remarks*
Pre-application Meetings								
SFWMD								
Preliminary Exhibits for Permit								
Permit Package								
SFWMD								
Request for Information								
SFWMD								
QC/QA								
Project Management								
Subtotal	0	0	0	0	0	0	0	

Permits Required

SFWMD ERP
ACOE - nationwide

Activity: Utility Plans

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	*Remarks*
Ex. Utility Reveiw			4		8		4	Coordination w/ Util Co.'s
								- Request as-built data
QC/QA								
Project Management		2						
Subtotal	0	2	4	0	8	0	4	

City Commission Regular Meeting **11.m.**

Meeting Date: 11/19/2018

Re: Execution of a $696,860.22 Grant Agreement between the City and USDA Natura Resources Conservation Service (NRCS)

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of a project Agreement between the City of Fort Pierce and NRCS in the amount of $696,860.22 for canal stabilization of a portion of Canal No. 9, commonly refered to as Edwards Road Canal.

SUMMARY:

The flooding effects of Hurricane Irma caused severe erosion and canal bank failures along Canal No. 9, particularly a 325 LF segment of the canal situated south of the residential properties from and including 1029 Trinidad Avenue to 1035 Trinidad Avenue. NRCS has approved funding for the repair and stabilization of this area under the Federal Government's Emergency Watershed Protection Program. This approval will provide compensation in the amount of $470,851.50 (75% of the estimated construction cost) along with a 10% engineering/administrative reimbursement of up to $69,058.22 for a **total grant funding of $539,909.72.** The agreement requires a 25% construction match of $156,950.50 that will be encumbered from the City's Stormwater Management Utility fund.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Do not execute agreement and forfeit the proposed $539,909.72 grant funding

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

USDA NRCS

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	N/A
Account:	403-4300-538-3490
Amount:	$696,860.22

FISCAL IMPACT:

NRCS reimbursement in the amount of $539,909.72 is identified in the grant. Therefore, ultimate SMU funding of $156,950.50 is required.

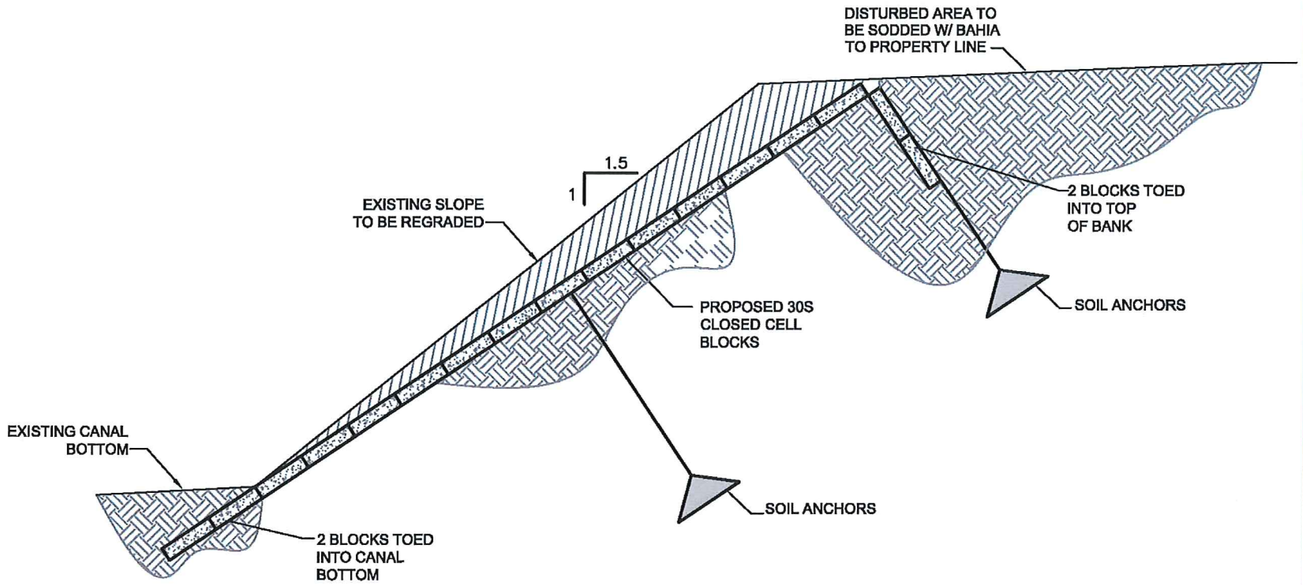
Attachments

Canal No. 9 Detail Sheet
CA Approved NRCS Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/06/2018 02:29 PM
City Manager	Nick Mimms	11/14/2018 03:45 PM
Form Started By: Tracy Telle		Started On: 11/01/2018 03:01 PM
Final Approval Date: 11/14/2018		





TYPICAL CANAL BANK STABILIZATION DETAIL

N.T.S.

THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT

CANAL NO. 9 DETAIL SHEET

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

Received
OCT 2 6 2018
City of Fort Pierce
City Manager's Office

TO : Tracy Telle, Assistant City Engineer

FROM : Benjamin Bryan, Jr., City Attorney BJB

RE : USDA National Resources Conservation Service (NRCS)

DATE : October 26, 2018

The following attached have been approved as to legal form and correctness.

BB/mm

Attachments

cc: Nicholas C. Mimms, P.E., City Manager
John R. Andrews, P.E. City Engineer
Linda Cox, City Clerk

OK
10/30/18

RECEIVED
NOV 02 2018
CITY OF FORT PIERCE
ENGINEERING DEPARTMENT

U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR194209XXXXC001		220 calendar days from NRCS signature	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service P. O. Box 141510 Gainesville, FL 32614-1510	FORT PIERCE CITY OF CITY HALL 100 N US HIGHWAY 1 FORT PIERCE FL 34950-4205 DUNS: 122714744 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: Jason Strenth Phone: (352) 338-9559 Email: jason.strenth@fl.usda.gov	Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@OH.USDA.GOV	Name: Tracy Telle Phone: 772-467-3776 Email: ttelle@city-ftpierce.com	Name: Tracy Telle Phone: 772-467-3776 Email: ttelle@city-ftpierce.com

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1	New Agreement	Name: John Andrews Phone: (772) 467-3773 Email: jandrews@city-ftpierce.com

15. Project Title/ Description: Hurricane Irma EWP City of Fort Pierce Edwards Canal

6000006461

16. Entity Type: C = City or township Government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$539,909.72	$156,950.50
Additional funds total	$0.00	$0.00
Grand total	$539,909.72	$156,950.50

18. Approved Budget			
Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$470,851.50	Other	$69,058.22
Total Direct Cost	$539,909.72	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$156,950.50
		Total Federal Funds Awarded	$539,909.72
		Total Approved Budget	$696,860.22

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative RUSSELL MORGAN State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Linda Hudson Mayor	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of Fort Pierce, hereinafter referred to as the "Sponsor", for EWP Project # 5072 (Hurricane Irma) in Fort Pierce, Florida for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

DSR No. CFP-17-003 - Stabilize Edwards Road canal bank = $627,802

Total Estimated Construction Cost = $627,802

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: $696,860.22

The budget includes:

Financial Assistance (FA) Costs:
Construction Costs (75% NRCS $470,851.50 + 25% Sponsor $156,950.50): $627,802

Technical Assistance (TA) Costs:
100% NRCS (11.0% of total construction cost): $69,058.22

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 11.0 percent of the total construction cost for design services, contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.

4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.

5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.

6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

8. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.

11. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

12. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

13. Any costs (construction or technical and administrative services) incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of

Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.

18. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining land rights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.

19. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.

20. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles that comply with NRCS programmatic principles and design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida (Not required for debris removal only sites). A copy of the signed and seal plans and specifications shall be provided to NRCS.

21. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

22. Provide construction inspection in accordance with the QAP.

23. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable (Not required for debris removal only sites) , prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

24. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

25. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

26. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

27. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit

NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

28. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Government Representative (GR). Provide NRCS Program/Technical Contact and GR progress reports every 2 weeks after execution of the agreement. Progress reports should include work accomplished for the period, technical on-site inspections, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

29. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

30. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a Professional Engineer (PE) certification that the Project was installed in accordance with approved plans and specifications. For debris removal only sites, certification does not need to be from a PE.

31. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact. For debris removal only sites, as-built drawings do not need to be certified by a PE.

32. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Payments can be requested as frequently as monthly. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

33. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

34. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

35. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

36. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

37. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

38. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

39. Submit requests for a time extension to the agreement (if necessary) in writing no less than forty-five (45) days prior to the expiration date of the agreement. Submit the written, signed request to the NRCS Program/Technical Contact.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer (if applicable), including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan (if applicable).
5. One copy of the notice of solicitation, bid abstract, and notice of award.
6. Certification that the project was installed in accordance with the plans and specifications.
7. As-built drawings of final construction signed by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 45 days of completion of construction.

Resources Required

No resources other than funding.

Milestones

Milestones shall include, but not limited to, the following items:

1. Pre-design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtain permits.
5. Complete any necessary surveys.
6. Complete draft engineering plans and specifications for NRCS review.
7. Complete final engineering plans and specifications.
8. Complete quality assurance plan and operation and maintenance plan (if applicable).
9. Solicit bids.
10. Award contract.
11. Manage construction contract and provide quality assurance as described in the QAP.
12. Provide final inspection.
13. Complete as-built drawings.
14. Submit final payment.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project b. Costs incurred after the expiration of the award including any no-cost extensions of time c. Costs that lie outside the scope of the approved project and any amendments thereto d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S. C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee's options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following: The length of additional time required to complete the project and a justification for the extension A summary of progress to date An estimate of funds expected to remain unobligated on the scheduled expiration date A projected timetable to complete the portions of the project for which the extension is being requested Signature of the grantee and the project director A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted. V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, "Under agreement number ____, at the close of the quarter ending ____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of $_____." Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

Quarterly Schedule Report Due Date October 1 to December 31 January 31 January 1 to March 31 April 30 April 1 to June 30 July 31 July 1 to September 30 October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

• "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

• "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties

will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

City Commission Regular Meeting **12.a.**

Meeting Date: 11/19/2018

Re: Rezoning - Indian River Villas - 401 & 411 S. Indian River Drive

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing -Ordinance 18-036 for a Planned Development (PD) for Indian River Villas to rezone the subject site and to authorize the development of a 12 unit multi-family development that will include 2 (6 unit) buildings with garages. Parcel IDs:2410-808-0017-000-7 & 2410-808-0019-000-1 SECOND READING

SUMMARY:

- In accordance with Sections 22-40, 22-59, and 22-127 of the City Code, the applicant is requesting the review and approval of a Planned Development (PD) for Indian River Villas to rezone the subject site and to authorize the development of a 12 unit multi-family development that will include 2 (6 unit) buildings with garages.
- On March 21, 2016, the City Commission considered an application for Conditional Use with New Construction and Design Review, a Zoning Atlas Amendment and two right-of-way abandonments submitted by Foglia Contracting Corporation to construct a multi-family development at 401 & 411 S. Indian River Drive. The application was approved with the following conditions:
  - The City of Fort Pierce clarify the bulkhead line regulations.
  - The property is deeded to separate the west side from the east side of 401 & 411 S. Indian River Drive.
  - Provide easements for all FPUA utilities.4. City adopts a resolution that authorizes a Quit Claim Deed for the property requested in the abandonment application.
- April 4, 2016, the City Commission considered Ordinance 16-008 seeking a Zoning Atlas Amendment and Planned Development Approval to construct a mixed-use development with office, retail and residential units at 401 S. Indian River Drive. Ordinance No. 16-008 was approved.
- The Planning Board at their September 11, 2018 meeting voted 5-0 to recommend approval of the request as presented.

RECOMMENDATION:

Approve with Conditions:

1. 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.
2. Please provide an updated traffic impact statement.

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Ordinance # 18-036
Site Aerial
Site Plan
Landscape Plan
Elevations
Floor Plans
Typical Unit Floor Plan
Paving, Grading & Drainage Plan
Photometric Plan
Irrigation Plan
Demolition Plan
Public Notice Certification
Bulkhead Approval_City Engineer Email 5.26.2016

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/05/2018 03:20 PM

Form Started By: Brandon Creagan
Started On: 10/04/2018 09:59 AM
Final Approval Date: 11/06/2018

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 Planned Development (PD)**
Indian River Villas
401 & 411 S. Indian River Drive

DATE: October 4, 2018

STAFF REPORT

Owner: TA1 (IRD) LLC & TMH, LLC
266 Park Drive
Palaitine, IL 60067

Applicant: Schulke, Bittle & Stoddard, LLC
1717 Indian River Boulevard, Suite 201
Vero Beach, FL 32960

Requested Action: Approval of a Zoning Atlas Amendment and Planned Development (PD)

Location: 401 & 411 S. Indian River Drive

Parcel ID: 2410-808-0017-000-7 & 2410-808-0019-000-1

Current Zoning: C-1, Office Commercial

Proposed Zoning: PD, Planned Development

Future Land Use: Central Business District (CBD)

Surrounding Zoning:

North	East	South	West
C-1	C-1	C-1	PD

Site Size: approximately 0.957 acres

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

Request
In accordance with Sections 22-40, 22-59, and 22-127 of the City Code, the applicant is requesting the review and approval of a Planned Development (PD) for Indian River Villas to rezone the subject site and to authorize the development of a 12 unit multi-family development that will include 2 (6 unit) buildings with garages.

History

On March 21, 2016, the City Commission considered an application for Conditional Use with New Construction and Design Review, a Zoning Atlas Amendment and two right-of-way abandonments submitted by Foglia Contracting Corporation to construct a multi-family development at 401 & 411 S. Indian River Drive. The application was approved with the following conditions:

1. The City of Fort Pierce clarify the bulkhead line regulations.
2. The property is deeded to separate the west side from the east side of 401 & 411 S. Indian River Drive.
3. Provide easements for all FPUA utilities.
4. City adopts a resolution that authorizes a Quit Claim Deed for the property requested in the abandonment application.

April 4, 2016, the City Commission considered Ordinance 16-008 seeking a Zoning Atlas Amendment and Planned Development Approval to construct a mixed-use development with office, retail and residential units at 401 S. Indian River Drive. Ordinance No. 16-008 was approved. At the time of approval there were two (2) parcels. The Planned Development Zoning was approved for the western portion of the now adjoined parcels. The previous applicant, Foglia Contracting, LLC, proposed building a 23 unit condominium located at 401 South Indian River Drive. The location was made up of two parcels, however the 23 unit condominium project only encompassed the east side of Indian River Drive. The mixed-use development with office and retail encompassed the west side of Indian River Drive. Both properties were zoned C-1, Office Commercial which allows multi-family developments via Conditional Use approval. The properties also had an underlying future land use of CBD, Central Business District which allows a maximum of 30 dwelling units per acre. The previous applicant also proposed infrastructure for the continuation of the Citrus Avenue right-of-way. A kayak launch with 10 parking spaces and 1 handicap space to be installed and open for the public to use. The kayak launch is currently under construction.

Site Plan

The current applicant, Schulke, Bittle & Stoddard, LLC is proposing to build a 12 unit multi-family development that includes 2 (6 unit) buildings with garages located on the east side of Indian River Drive just south of Citrus Avenue. The buildings will consist of a lobby, mechanical rooms, and elevators. Each building will consist of three (3) floors of multi-family units with two (2) units on each floor. The applicant is proposing a one-way driveway along the Indian River Drive roadway for parking. The project contains two (2) residential buildings on approximately .96 acres of land. The structures will be a total height of 64'-8 ½" and will encompass 20.9 percent of the lot. A total of 23 parking spaces are provided including 2 handicap spaces. While 11 of the parking spaces are exposed to weather, the remainder is located inside of the designated garages for each condominium owner with one garage being handicap accessible. Though parking and building footprint claim 59.5 percent of the site, green open space is noted at 40.5 percent. The kayak park with a total of seven (7) parking spaces (one handicap space) at Citrus Avenue is currently under construction. Residents of this development will enjoy the addition of a community pool with two restrooms, along with a patio area with furniture for recreation. The typical layout for each unit will be 3 bedrooms, 2 ½ bathrooms, and traditional support rooms.

Design Review

This property is part of the River's Edge Historic District which was enacted via Resolution 3-10 in February of 2003. A number of contributing structures help to support this district and is the location of some of the City of Fort Pierce's earliest homes. This historic district capitalizes on the many architectural styles that have been present for a number years such as Mediterranean Revival, Wood Frame Vernacular, Masonry Vernacular, Ranch, Dutch and many more. Because the River's Edge Historic district has a variety of architectural styles that help its intent, staff is confident that this new development would be an appropriate addition to the area.

This designation will require the applicant to go before the Historic Preservation Board for a Certificate of Appropriateness; for design review and if exterior renovations are needed for ADA Compliance. Given the proposed use and the proposed zoning designation of the site, the site is considered to be conforming with regard to use. The (PD) Planned Development Zoning District is intended to provide a process for the evaluation of individually planned developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is to be a voluntary process commenced by an applicant for such zoning designation. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time granting the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety and general welfare.

The architectural style will be of Key West aesthetic with simulated wood siding stucco material on the elevation and a standing seam metal roof. Other architectural features include decorative cypress outlookers, decorative aluminum guardrails, and decorative bahama shutters. Such a style complies with City Design Review standards, as it encourages the use of regional architectural patterns in new developments. Appropriate detailing and fenestrations are present on both the east and west elevation, enhancing the architectural style and giving visual relief along the long stretch of frontage visible from the public right-of-way. These features along with the many facets of the project have been reviewed and comply with Design Review standards present in code Section 22-59.

The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty. Per City Code Section 22-59. – Design Review(d)(2); the following standards are considered for approval:

(i)
The design, including landscape features, is architecturally compatible with surrounding structures so as to be reasonably harmonious in landscaping, style, and color;
(ii)
If the property is located within a historic preservation district, the design features are reasonably consistent with the historic character of the predominant architectural style within the district;
(iii)
The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty;
(iv)
The design avoids undue monotony in structural design features.
The board may condition recommendation for approval upon an applicant obtaining of a suitable variance pursuant to article VIII from the board of adjustment.

Prior to City Commission approval the applicant must submit a Certificate of Appropriateness Application (including building materials and colors) for consideration by the Historic Preservation Board and is scheduled for their September 24, 2018 meeting.

Landscaping

Plentiful vegetation is proposed to be installed throughout the site. The interior landscaping will consist of 40 trees; the subject trees will consist of six (6) different botanical species. The trees consist of 9 Pitch Apples, 2 Christmas Tree Palms, 6 Fox Tail Palms, 15 Maypan Coconuts, and 8 Montgomery Palms. The refuse collection area will be placed between the row of garages on the western portion of the proposed project. Currently, there are no trees to be mitigated for the proposed development. A Podocarpus hedge will be aligned along the south, west, and northern boundaries of the development. Native Green Island Ficus will be installed as grass. Per Planned Development Guidelines, development parameters including permitted uses; landscaping has been provided for.

Rezoning

Pursuant to City Code Section 22-131 before an amendment, including a zoning atlas change, is approved, findings will be made that the following standards are satisfied:

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

Staff finds the presented request is in compliance with the City Code.

Comprehensive Plan

The subject property is designated with a Central Business District (CBD) future land use. The CBD designation mixed-use high-rise development and single-use or mixed-use development that includes ground floor office/retail beneath residential apartments and condominiums. The CBD is intended to provide higher density mixed-use development within downtown Fort Pierce. Uses within the CBD shall include residential (condominiums and apartments); office including artist work and sales space; retail including boutiques, cafes, and restaurants; fuel sales; hotels/motels; parks and recreation; governmental facilities; complementary parks and parking facilities. This land use designation allows a maximum density of 30 dwelling units per acre and a maximum FAR of 3.0.

The nature, intensity, and hours of operation of the multi-family development are appropriately classified and suited for the designated area which will provide an environment conducive to the surrounding uses.

Technical Review Committee

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

Planning Board:

The Planning Board at their September 11, 2018 meeting voted 5-0 to recommend approval of the request as presented.

Public Notification:

42 letters were sent to property owners within 500 feet of the subject property. 0 letters have been returned in favor of the request and 0 letters have been returned in opposition to the request.

Staff 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 with the Future Land Use Element of the City's Comprehensive Plan for the Central Business District; therefore staff recommends that the City Commission **approve** the presented plan (PD) and rezoning request with the following conditions:

1) 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.

2) Please provide an updated traffic impact statement.

ORDINANCE NO. 18-036

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** THE PROPERTY GENERALLY LOCATED AT **401 & 411 S. INDIAN RIVER DRIVE**, FROM C-1, OFFICE COMMERCIAL 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 generally located at 401 & 411 S. Indian River Drive, within the City of Fort Pierce, Florida, representing approximately 0.957 Acres of land; and

WHEREAS, the subject site is presently designated C-1, Office Commercial Zone; and

WHEREAS, the applicant seeks rezoning of the approximate 0.96 acre subject site, Parcel ID: 2410-808-0017-000-7, from C-1, Office Commercial 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 September 11th, 2018 meeting, voted unanimously to recommend approval of the proposed Zoning Atlas Amendment for Ordinance 18-036.

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:

401 & 411 S. Indian River Drive, Parcel ID: 2410-808-0017-000-7 & 2410-808-0019-000-1
LEGAL DESCRIPTION:
A PORTION OF LOTS 1, 2, & 3, BLOCK D, ANDREWS & RICHARDS ADDITION TO FORT PIERCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 191, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK D, RUN SOUTH 89 DEGREES 54’ 45” EAST (BASIS OF BEARINGS) ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 233.86 FEET TO EAST RIGHT OF WAY LINE OF SOUTH INDIAN RIVER DRIVE AS IT NOW EXISTS AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 54’ 45” EAST A DISTANCE OF 185.35 FEET MORE OR LESS TO THE MEAN HIGH WATERLINE OF

THE INDIAN RIVER; THENCE MEANDERS THE FOLLOWING COURSES ALONG SAID MEAN HIGH WATER LINE:

SOUTH 12 DEGREES 48’ 00” WEST, 8.26 FEET;
SOUTH 58 DEGREES 13’ 42” WEST, 9.06 FEET;
SOUTH 06 DEGREES 07’ 58” WEST, 13.79 FEET;
SOUTH 09 DEGREES 07’ 21” EAST, 14.54 FEET;
SOUTH 03 DEGREES 31’ 57” WEST, 19.99 FEET;
SOUTH 12 DEGREES 04’ 46” WEST, 20.07 FEET;
SOUTH 13 DEGREES 57’ 10” WEST, 18.67 FEET;
SOUTH 08 DEGREES 49’ 52” WEST, 20.82 FEET;
SOUTH 07 DEGREES 46’ 49” WEST, 20.03 FEET;
SOUTH 04 DEGREES 55’ 27” WEST, 20.40 FEET;
SOUTH 02 DEGREES 28’ 32” WEST, 21.34 FEET;
SOUTH 01 DEGREES 38’ 25” WEST, 21.96 FEET;
SOUTH 03 DEGREES 55’ 25” EAST, 24.77 FEET;
SOUTH 07 DEGREES 08’ 40” EAST, 19.45 FEET;
SOUTH 07 DEGREES 33’ 23” EAST, 15.75 FEET TO THE SOUTH LINE OF SAID LOT 3, BLOCK D; THENCE RUN NORTH 89 DEGREES 51’ 32” WEST ALONG SAID SOUTH LINE, A DISTANCE OF 136.50 FEET MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF SAID SOUTH INDIAN RIVER DRIVE; THENCE LEAVING SAID SOUTH LINE RUN NORTH 11 DEGREES 43’ 16” WEST, A DISTANCE OF 52.07 FEET; THENCE RUN NORTH 01 DEGREES 27’ 42” EAST, A DISTANCE OF 123.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,710.64 SQUARE FEET OR 0.96 ACRES, MORE OF LESS.

Shall be and the same is hereby rezoned from C-1, Office Commercial Zone, to PD, Planned Development; said property being generally located at 401 & 411 S. Indian River Drive 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:

_____
Benjamin Bryan Jr., Esq.

Interim 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. 18-036 was duly advertised by title only in the St. Lucie News Tribune on September 30th, 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 October 15th, 2018; and was duly introduced, read by title only, and passed on second and final reading November 5th, 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 6th day of November, 2018.

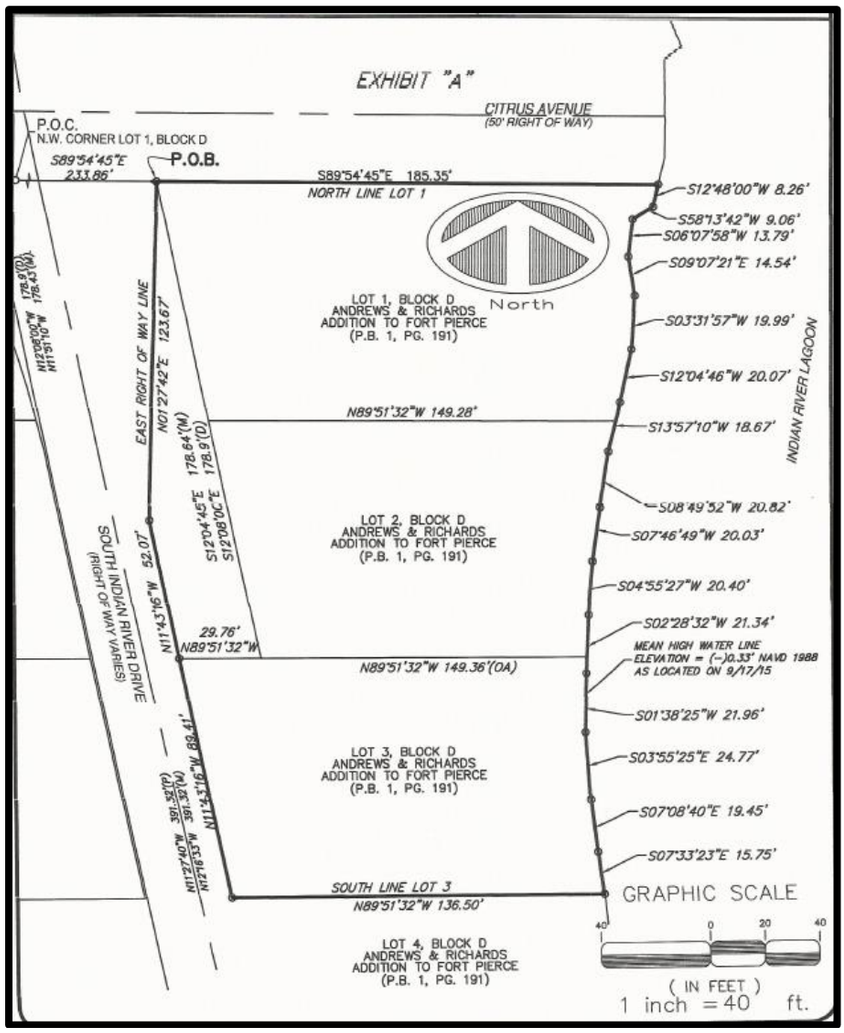
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST:

(CITY SEAL)

_____
Linda W. Cox
CITY CLERK

EXHIBIT A
Sketch & Legal Description of Subject Property



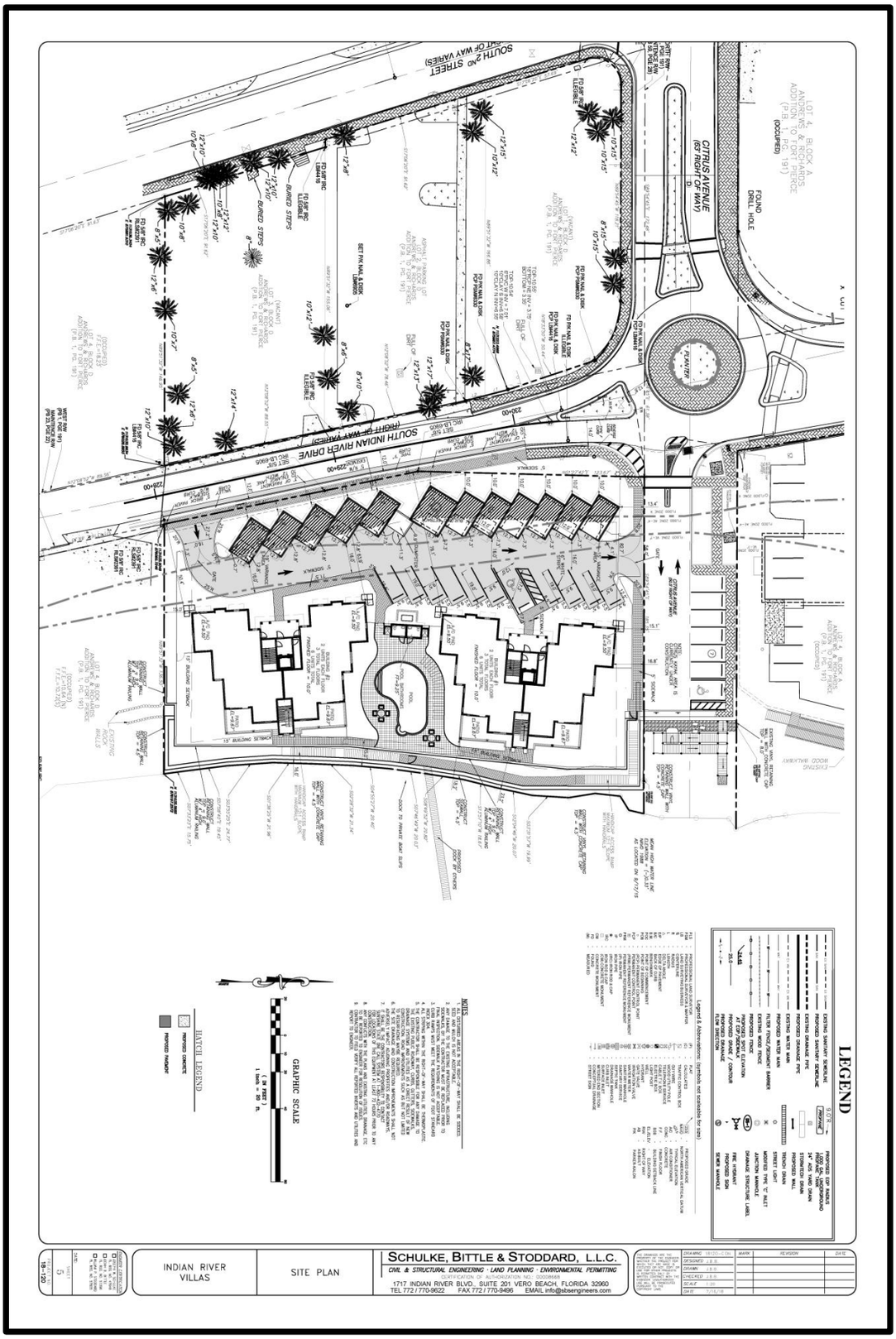
Parcel ID: 2410-808-0017-000-7
LEGAL DESCRIPTION:
A PORTION OF LOTS 1, 2, & 3, BLOCK D, ANDREWS & RICHARDS ADDITION TO FORT PIERCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 191, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK D, RUN SOUTH 89 DEGREES 54' 45" EAST (BASIS OF BEARINGS) ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 233.86 FEET TO EAST RIGHT OF WAY LINE OF SOUTH INDIAN RIVER DRIVE AS IT NOW EXISTS AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 54' 45" EAST A DISTANCE OF 185.35 FEET MORE OR LESS TO THE MEAN HIGH WATERLINE OF THE INDIAN RIVER; THENCE MEANDERS THE FOLLOWING COURSES ALONG SAID MEAN HIGH WATER LINE:

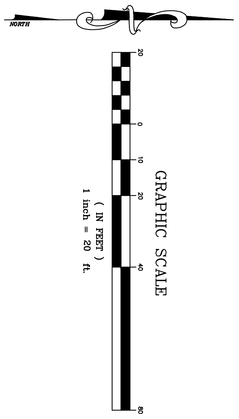
SOUTH 12 DEGREES 48’ 00” WEST, 8.26 FEET;
SOUTH 58 DEGREES 13’ 42” WEST, 9.06 FEET;
SOUTH 06 DEGREES 07’ 58” WEST, 13.79 FEET;
SOUTH 09 DEGREES 07’ 21” EAST, 14.54 FEET;
SOUTH 03 DEGREES 31’ 57” WEST, 19.99 FEET;
SOUTH 12 DEGREES 04’ 46” WEST, 20.07 FEET;
SOUTH 13 DEGREES 57’ 10” WEST, 18.67 FEET;
SOUTH 08 DEGREES 49’ 52” WEST, 20.82 FEET;
SOUTH 07 DEGREES 46’ 49” WEST, 20.03 FEET;
SOUTH 04 DEGREES 55’ 27” WEST, 20.40 FEET;
SOUTH 02 DEGREES 28’ 32” WEST, 21.34 FEET;
SOUTH 01 DEGREES 38’ 25” WEST, 21.96 FEET;
SOUTH 03 DEGREES 55’ 25” EAST, 24.77 FEET;
SOUTH 07 DEGREES 08’ 40” EAST, 19.45 FEET;
SOUTH 07 DEGREES 33’ 23” EAST, 15.75 FEET TO THE SOUTH LINE OF SAID LOT 3, BLOCK D; THENCE RUN NORTH 89 DEGREES 51’ 32” WEST ALONG SAID SOUTH LINE, A DISTANCE OF 136.50 FEET MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF SAID SOUTH INDIAN RIVER DRIVE; THENCE LEAVING SAID SOUTH LINE RUN NORTH 11 DEGREES 43’ 16” WEST, A DISTANCE OF 52.07 FEET; THENCE RUN NORTH 01 DEGREES 27’ 42” EAST, A DISTANCE OF 123.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,710.64 SQUARE FEET OR 0.96 ACRES, MORE OF LESS.

EXHIBIT B
Planned Development







PROJECT NO. 18-120	SHEET 12	DATE	

INDIAN RIVER VILLAS

AERIAL PLAN

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT, COPY OR USE FOR OTHER PROJECTS IS PERMITTED ONLY BY WRITTEN CONTRACT WITH THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

DRAWING 18120-CON	MARK	REVISION	DATE
DESIGNED J.B.B.			
DRAWN J.B.B.			
CHECKED J.B.B.			
SCALE 1:30			
DATE 7/16/18			

LEGEND

EX SAN / EX SAN	EXISTING SANITARY SEWERLINE	9.0'R / PROPANE	PROPOSED EOP RADIUS 1,000 GAL UNDERGROUND PROPANE TANK
SAN / SAN	PROPOSED SANITARY SEWERLINE		24" ADS YARD DRAIN
	EXISTING DRAINAGE PIPE		STORMTECH DRAIN
	PROPOSED DRAINAGE PIPE		PROPOSED WALL
EX WM / EX WM	EXISTING WATER MAIN		TRENCH DRAIN
WAT / WAT	PROPOSED WATER MAIN		STREET LIGHT
SF / SF / SF	FILTER FENCE/SEDIMENT BARRIER		MODIFIED TYPE 'C' INLET
	EXISTING WOOD FENCE	Ⓓ	JUNCTION MANHOLE
	PROPOSED FENCE	DS-1	DRAINAGE STRUCTURE LABEL
24.45	PROPOSED SPOT ELEVATION AT EOP/SIDEWALK		FIRE HYDRANT
25.0	PROPOSED GRADE / CONTOUR		PROPOSED SIGN
	PROPOSED DRAINAGE FLOW DIRECTION	Ⓢ	SEWER MANHOLE

Legend & Abbreviations: (symbols not scaleable for size)

PLS	PROFESSIONAL LAND SURVEYOR	(P)	PLAT	23.5	PROPOSED GRADE
PSM	PROFESSIONAL SURVEYOR & MAPPER	(C)	CALCULATED	NAVD	NORTH AMERICAN VERTICAL DATUM
LB	LAND SURVEYING BUSINESS		TRAFFIC CONTROL BOX	x23.5	TYPICAL ELEVATION
℄	CENTERLINE		GUY WIRE	A/C	AIR CONDITIONER
R	RADIUS		WOOD UTILITY POLE	CONC.	CONCRETE
L	LENGTH		TELEPHONE SERVICE	F.F.	FINISH FLOOR
△	DELTA ANGLE		CABLE T.V. BOX	BSB	BUILDING SETBACK LINE
E/P	EDGE OF PAVEMENT		ELECTRIC BOX	EL./ELEV.	ELEVATION
B/C	BACK OF CURB		LIGHT POST	R/W	RIGHT OF WAY
B.M.	BENCHMARK		WELL	AB	AS-BUILT
POC	POINT OF COMMENCEMENT		HYDRANT	P/K	PARKER-KALON
POB	POINT OF BEGINNING		GATE VALVE		
⌀	(PCP) PERMANENT CONTROL POINT		IRRIGATION VALVE		
PCP	PERMANENT CONTROL POINT		WATER METER		
⊞	(PRM) PERMANENT REFERENCE MONUMENT		SANITARY MANHOLE		
PRM	PERMANENT REFERENCE MONUMENT		SANITARY SERVICE		
○	(IP) IRON PIPE		SEPTIC TANK		
IP	IRON PIPE		DRAINAGE MANHOLE		
◉	(IRC) IRON ROD & CAP		CURB INLET		
IRC	IRON ROD & CAP		SURFACE INLET		
□	(CM) CONCRETE MONUMENT		MITERED END SECTION		
CM	CONCRETE MONUMENT		CONCEPTUAL DRAINAGE		
FD	FOUND		STREET SIGN		
(M)	MEASURED				

NOTES

1. ALL DISTURBED AREAS IN THE RIGHT-OF-WAY SHALL BE SODDED. SEED AND MULCH IS NOT ACCEPTABLE.
2. ANY DAMAGE TO THE EXISTING INFRASTRUCTURE, INCLUDING SIDEWALKS, BY THE CONTRACTOR MUST BE REPLACED PRIOR TO FINAL INSPECTION. SIDEWALK PATCHING IS NOT ACCEPTABLE.
3. CURB RAMPS MUST MEET THE REQUIREMENTS OF FDOT STANDARD INDEX 304.
4. ALL STRIPING WITHIN THE RIGHT-OF-WAY SHALL BE THERMOPLASTIC.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING PUBLIC ROADWAY, CURBS, GUTTERS, SIDEWALKS, DRAINAGE SYSTEMS AND UTILITIES AS A DIRECT RESULT OF NEW CONSTRUCTION. ROAD IMPROVEMENTS SUCH AS BUT NOT LIMITED TO RESURFACING MAYBE REQUIRED.
6. THE SITE DRAINAGE AND CONSTRUCTION IMPROVEMENTS SHALL NOT ADVERSELY IMPACT ADJOINING PROPERTIES AND/OR ROADWAYS.
7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT SUNSHINE STATE ONE CALL SYSTEM AT 1-800-432-4770 FOR LOCATIONS OF THIS EQUIPMENT AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION.
8. ANY CONFLICTS WITH THE PLANS AND EXISTING UTILITIES, DRAINAGE, ETC TO BE REPORTED TO ENGINEER FOR RESOLUTION OF ISSUES.
9. CONTRACTOR TO FIELD VERIFY ALL REPORTED INVERTS AND UTILITIES AND REPORT TO ENGINEER.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

HATCH LEGEND

PROPOSED CONCRETE

PROPOSED PAVEMENT

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING - LAND PLANNING - ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00036668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

DATE	DRAWING REVISIONS	BY
7/16/15	SITE PLAN	JB
6/4/15	SURVEY	AB
5/20/15	DRAWN	AB
4/8/15	SURVEY	AB
3/4/15	SURVEY	AB
2/4/15	SURVEY	AB
DATE	DESCRIPTION	BY

THE DRAWINGS ARE THE PROPERTY OF SCHULKE, BITTLE & STODDARD, L.L.C. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR REPRODUCTION OF ANY COPY OF THESE DRAWINGS IN WHOLE OR IN PART IS STRICTLY PROHIBITED UNLESS AUTHORIZED BY THE ENGINEER. ALL REPRODUCED COPIES SHALL BE PRODUCED WITH THIS COPYRIGHT LABEL.

SITE PLAN

INDIAN RIVER VILLAS

ENGINEER CERTIFICATION

KIM M. SCHULKE, FL REG. NO. 47494

JAMES A. BITTLE, FL REG. NO. 57950

WILLIAM A. STODDARD, FL REG. NO. 57950

DATE:

SHEET 5

PROJECT NO. 18-120

LEGEND

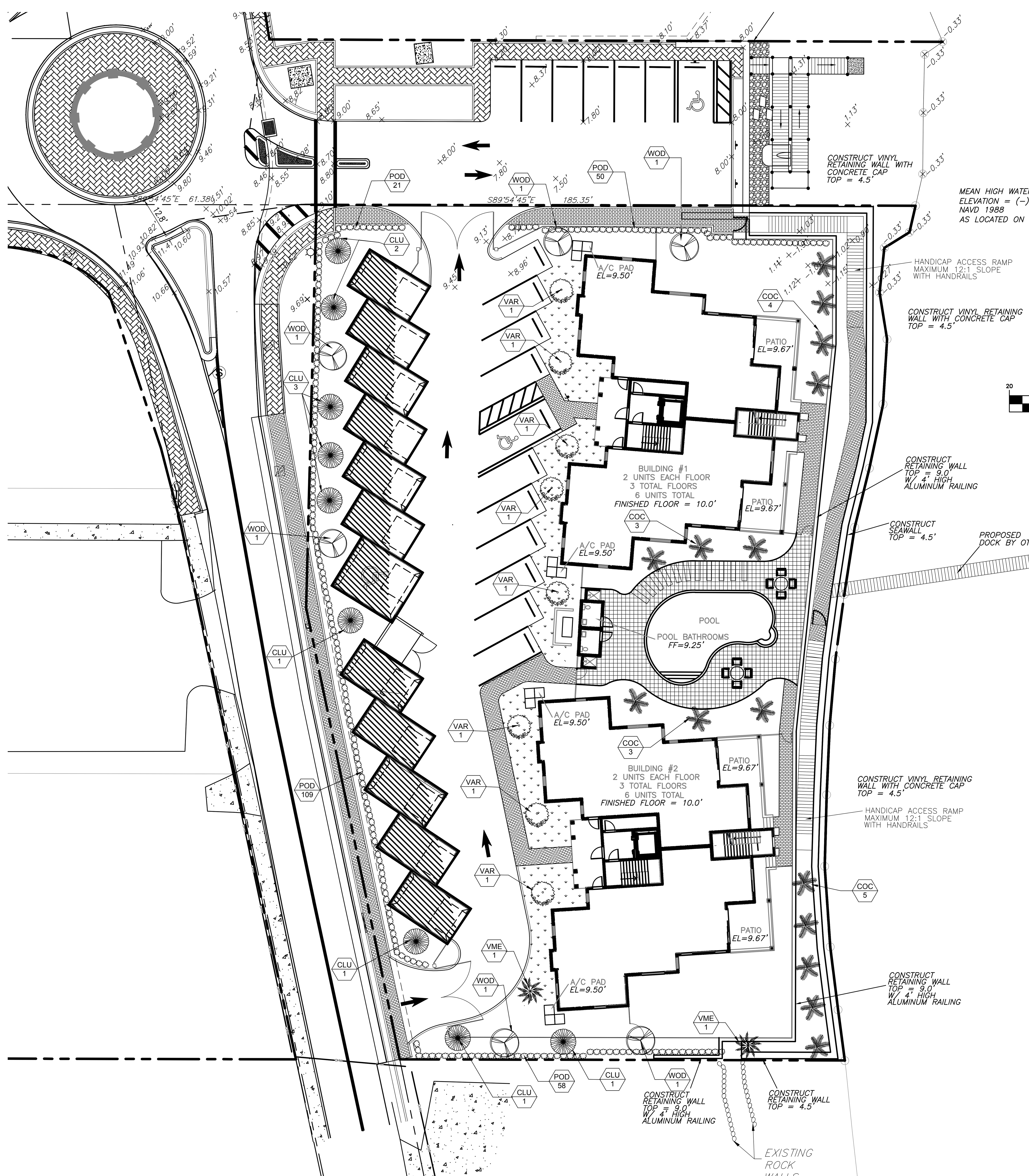
— EX SAN —	EXISTING SANITARY SEWERLINE	9.0'R	PROPOSED EOP RADIUS
— SAN —	PROPOSED SANITARY SEWERLINE	PROPANE	1,000 GAL UNDERGROUND PROPANE TANK
	EXISTING DRAINAGE PIPE		24" ADS YARD DRAIN
	PROPOSED DRAINAGE PIPE		STORMTECH DRAIN
— EX WM —	EXISTING WATER MAIN		PROPOSED WALL
— WAT —	PROPOSED WATER MAIN		TRENCH DRAIN
— SF —	FILTER FENCE/SEDIMENT BARRIER		STREET LIGHT
	EXISTING WOOD FENCE		MODIFIED TYPE 'C' INLET
	PROPOSED FENCE	Ⓓ	JUNCTION MANHOLE
24.45	PROPOSED SPOT ELEVATION AT EOP/SIDEWALK	DS-1	DRAINAGE STRUCTURE LABEL
25.0	PROPOSED GRADE / CONTOUR		FIRE HYDRANT
	PROPOSED DRAINAGE FLOW DIRECTION		PROPOSED SIGN
		Ⓢ	SEWER MANHOLE

HATCH LEGEND

- PROPOSED CONCRETE
- PROPOSED PAVEMENT

LANDSCAPE MATERIAL SCHEDULE

SYMBOL	AMOUNT	BOTANICAL NAME	COMMON NAME	SIZE	HGT	OTHER	NATIVE
CLU	9	Clusia rosea	PITCH APPLE	2.5" DIA 4.5' AG	12'	5' SPREAD	YES
VME	2	Veitchia merrillii	CHRISTMAS TREE PALM	10' CLEAR TRUNK	12'	5' SPREAD	YES
WOD	6	Wodyetia bifurcata	FOX TAIL PALM	10' CLEAR TRUNK	12'	5' SPREAD	YES
COC	15	Cocus nucifera	MAYPAN COCONUT	10' CLEAR TRUNK	12'	5' SPREAD	YES
VAR	8	Veitchia arecina	MONTGOMERY PALM	10' CLEAR TRUNK	12'	5' SPREAD	YES
POD	238	Podocarpus macrophyllus	PODOCARPUS	–	24"	24" O.C.	NO
FIC	431	Ficus microcarpa	GREEN ISLAND FICUS	–	12"	24" O.C.	YES



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SECTION 22–187. GENERAL LANDSCAPE CACLULATIONS

SECTION 22–187 (4) a and b

NORTH PROPERTY LINE: 185.4 MINUS 45 LF (DRIVEWAYS) = 140.4 LF

REQUIRED:

1. LOTS UNDER 10,000 SF REQUIRE A MINIMUM 6' WIDE BUFFER ALONG ROADWAY
2. ONE (1) TREE / 300 SF
3. 36 INCH HIGH CONTINUOUS OPAQUE FEATURE

PROPOSED:

1. 6' WIDE LANDSCAPE BUFFER
2. 140.4 LF X 6 LF X 1 TREE/300 SF = 2.8 OR 3 TREES
3. CONTINUOUS HEDGE PLANTED AT 24" THAT WILL GROW TO 36" IN ONE YEAR AND MAINTAINED AT 6 FT THERAFTER.
   140.4 LF X 1 SHRUB / 2 LF = 70.2 OR 71 SHRUBS

WEST PROPERTY LINE: 265.8 MINUS 42 LF (DRIVEWAY) = 223.8 LF

REQUIRED:

1. LOTS UNDER 10,000 SF REQUIRE A MINIMUM 6' WIDE BUFFER ALONG ROADWAY
2. ONE (1) TREE / 300 SF
3. 36 INCH HIGH CONTINUOUS OPAQUE FEATURE

PROPOSED:

1. 6' WIDE LANDSCAPE BUFFER
2. 223.8 LF X 6 LF X 1 TREE/300 SF = 4.5 OR 5 TREES
3. CONTINUOUS HEDGE PLANTED AT 24" THAT WILL GROW TO 36" IN ONE YEAR AND MAINTAINED AT 6 FT THERAFTER.
   223.8 LF X 1 SHRUB / 2 LF = 111.9 OR 112 SHRUBS

SECTION 22–187 (6) a and b

SOUTH PROPERTY LINE: 108.2 LF

REQUIRED:

1. 10 FT WIDE BUFFER
2. ONE (1) TREE / 200 SF
3. 6 FT HIGH CONTINUOUS OPAQUE FEATURE

PROPOSED:

1. 10' WIDE LANDSCAPE BUFFER
2. 108.2 LF X 10 LF X 1 TREE/200 SF = 5.4 OR 6 TREES
3. CONTINUOUS HEDGE PLANTED AT 24" THAT WILL GROW TO 36" IN ONE YEAR AND MAINTAINED AT 6 FT THERAFTER..
   108.2 LF X 1 SHRUB / 2 LF = 54.1 OR 55 SHRUBS

EAST PROPERTY LINE: NOT APPLICABLE BECAUSE IT BORDERS THE LAGOON

SECTION 22–187 (7) a and b

INTERIOR VEHICLE USE AREAS: N/A – NO LOTS WITH MORE THAN 14,000 SF VEHICULAR USE AREA

TOTAL PLANTINGS REQUIRED:

TOTAL TREES REQUIRED: 3 + 5 + 6 = 14 TREES
TOTAL SHRUBS REQUIRED: 71 + 112 + 55= 238 SHRUBS

Legend & Abbreviations: (symbols not scaleable for size)

PLS	-	PROFESSIONAL LAND SURVEYOR
PSM	-	PROFESSIONAL SURVEYOR & MAPPER
LB	-	LAND SURVEYING BUSINESS
℄	-	CENTERLINE
R	-	RADIUS
L	-	LENGTH
△	-	DELTA ANGLE
E/P	-	EDGE OF PAVEMENT
B/C	-	BACK OF CURB
B.M.	-	BENCHMARK
POC	-	POINT OF COMMENCEMENT
POB	-	POINT OF BEGINNING
○	-	(PCP) PERMANENT CONTROL POINT
PCP	-	PERMANENT CONTROL POINT
⊡	-	(PRM) PERMANENT REFERENCE MONUMENT
PRM	-	PERMANENT REFERENCE MONUMENT
O	-	(IP) IRON PIPE
IP	-	IRON PIPE
◉	-	(IRC) IRON ROD & CAP
IRC	-	IRON ROD & CAP
⊡	-	(CM) CONCRETE MONUMENT
CM	-	CONCRETE MONUMENT
FD	-	FOUND
(M)	-	MEASURED
(P)	-	PLAT
(C)	-	CALCULATED
	-	TRAFFIC CONTROL BOX
	-	GUY WIRE
	-	WOOD UTILITY POLE
	-	TELEPHONE SERVICE
	-	CABLE T.V. BOX
	-	ELECTRIC BOX
	-	LIGHT POST
	-	WELL
	-	HYDRANT
	-	GATE VALVE
	-	IRRIGATION VALVE
	-	WATER METER
Ⓢ	-	SANITARY MANHOLE
	-	SANITARY SERVICE
	-	SEPTIC TANK
Ⓓ	-	DRAINAGE MANHOLE
	-	CURB INLET
	-	SURFACE INLET
	-	MITERED END SECTION
⟹	-	CONCEPTUAL DRAINAGE
	-	STREET SIGN
23.5	-	PROPOSED GRADE
NAVD	-	NORTH AMERICAN VERTICAL DATUM
x23.5	-	TYPICAL ELEVATION
A/C	-	AIR CONDITIONER
CONC.	-	CONCRETE
F.F.	-	FINISH FLOOR
BSB	-	BUILDING SETBACK LINE
EL./ELEV.	-	ELEVATION
R\W	-	RIGHT OF WAY
AB	-	AS-BUILT
		PARKER-KALON

LANDSCAPE NOTES

SEC. 22–187. – GENERAL LANDSCAPING REQUIREMENTS.

ALL LANDSCAPE PLANS SHALL MEET OR EXCEED THE FOLLOWING GENERAL LANDSCAPING REQUIREMENTS WHICH SHALL BE CONSIDERED COMPLIMENTARY TO THE LANDSCAPING PROVISIONS OF ANY OTHER CITY ORDINANCE. THIS SECTION SHALL NOT APPLY TO LOTS SUBJECT TO SECTION 22–186 ABOVE. A CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED ON ANY PERMIT FOR THE USE, CONSTRUCTION, REPAIR OR RENOVATION OF ANY STRUCTURE WITHIN THE CITY, WHETHER RESIDENTIAL, COMMERCIAL, INDUSTRIAL OR ACCESSORY, UNLESS APPLICATION FOR ANY SUCH PERMIT IS ACCOMPANIED BY A DETAILED LANDSCAPE PLAN MEETING ALL REQUIREMENTS OF THIS ARTICLE. THE DEPARTMENT IS NOT AUTHORIZED TO EXEMPT THE PERMIT APPLICATION FROM ANY REQUIREMENT EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS ARTICLE.

(1)REQUIREMENTS FOR PLANT MATERIALS. PLANT MATERIALS USED FOR CONFORMANCE WITH THIS ARTICLE SHALL MEET OR EXCEED THE STANDARDS FOR FLORIDA NO. 1 AS SET OUT IN THE MOST CURRENT EDITION OF "GRADES AND STANDARDS FOR NURSERY PLANTS PART 1 AND PART 2.", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE. THE CLERK'S OFFICE SHALL MAINTAIN A STOCK OF THESE MANUALS TO BE GIVEN TO PERMIT APPLICANTS, PARTICULARLY THOUGH NOT EXCLUSIVELY TO HOMEOWNERS, FOR THE APPLICANT'S USE IN SUBMITTING THE REQUIRED LANDSCAPE PLAN. ALL TREES REQUIRED BY THIS ARTICLE (EXCLUDING PALMS THAT ARE EXEMPT FROM THE GRADES AND STANDARDS) SHALL HAVE A FLORIDA NO. 1 OR BETTER "GRADES AND STANDARDS" CERTIFICATION TAG ATTACHED AT TIME OF DELIVERY THROUGH FINAL INSPECTION. GRASS SOD SHALL BE CLEAN AND FREE OF WEEDS, PESTS AND DISEASES.

TREES:

A. TREES USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL BE SPECIES WHICH WHEN PLANTED HAVE A HEIGHT OF AT LEAST TWELVE (12) FEET AND HAVE TRUNKS WHICH CAN BE MAINTAINED IN A CLEAN CONDITION FOR OVER FIVE (5) FEET OF CLEAR WOOD. AT PLANTING, THE TREES SHALL HAVE A DIAMETER OF AT LEAST TWO AND ONE–HALF (2½) INCHES AT A POINT FOUR AND ONE–HALF (4½) FEET ABOVE GROUND LEVEL AND A SPREAD OF AT LEAST FIVE (5) FEET (EXCEPT FOR PALMS WHICH SHALL HAVE A MINIMUM CLEAR TRUNK OF TEN (10) FEET).

B. TREES USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL ALSO BE SPECIES WHICH IN THE COUNTY NORMALLY GROW IN A MANNER SUCH THAT AT MATURITY THEY WILL HAVE A MINIMUM CROWN SPREAD OF FIFTEEN (15) FEET AND A MINIMUM HEIGHT OF FIFTEEN (15) FEET. TREES WHICH CAN MEET THE HEIGHT REQUIREMENT AT MATURITY BUT NOT THE CROWN REQUIREMENTS MAY BE GROUPED TO FORM A WIDER CROWN, BUT WILL BE COUNTED AS ONE TREE. THREE PALMS MAY BE SUBSTITUTED FOR ONE TREE PROVIDED THAT FIFTY (50) PER CENT OF REQUIREMENT SHALL BE TREES.

C. FIFTY (50) PER CENT OF THE REQUIRED TREES SHALL BE SPECIES OTHER THAN PALM TREES (PALMACEAE FAMILY) EXCEPT WHEN PLANTED IN ACCORDANCE WITH AN APPROVED PLAN PREPARED BY A FLORIDA REGISTERED LANDSCAPE ARCHITECT.

D. TREES OF SPECIES WHOSE ROOTS ARE KNOWN TO CAUSE DAMAGE TO PUBLIC ROADWAYS OR OTHER PUBLIC WORKS SHALL NOT BE PLANTED CLOSER THAN TWELVE (12) FEET TO SUCH PUBLIC WORKS, UNLESS THE TREE ROOT SYSTEM IS COMPLETELY CONTAINED WITHIN A BARRIER FOR WHICH THE MINIMUM INTERIOR CONTAINING DIMENSIONS SHALL BE THREE (3) FEET TIMES FIVE (5) FEET AND FIVE (5) FEET DEEP, AND FOR WHICH THE CONSTRUCTION REQUIREMENTS SHALL BE SIX–INCH THICK CONCRETE WITH FIBER MESH AND NO WIRE MESH OR BY A ROOT BARRIER PRODUCT APPROVED BY THE CITY ENGINEER.

E. NONE OF THE FOLLOWING TREES SHALL BE PLANTED IN THE CITY AND WHERE THEY PRESENTLY EXIST WHEN PERMIT APPLICATION IS MADE, THEIR REMOVAL SHALL BE A CONDITION OF ANY FINAL DEVELOPMENT ORDER: MELALEUCA, LEUCADENDRON (PUNK TREE), SCHINUS TEREBINTHIFOLIUS (BRAZILIAN PEPPER) AND CASUARINA SBP. (AUSTRALIAN PINE). NOR MAY ANY OF THE FOLLOWING TREES BE PLANTED FOR PURPOSES OF COMPLYING WITH REQUIREMENTS OF THIS ARTICLE: ANY SPECIES DESIGNATED AS CATEGORY I ON THE EXOTIC PLANT PEST COUNCIL'S CURRENT LIST OF "FLORIDA'S MOST INVASIVE SPECIES", CUPANIOPSIS ANACARDIOIDES (CARROTWOOD), DALBERGIA SISSOO (ROSEWOOD), ALBIZZIA LEBBECK (WOMAN'S TONGUE), ARAUCARIA HETEROPHYLIA (NORFOLK ISLAND PINE), GREVILLEA ROBUSTA (SILK OAK), MELIA AZADARACHA (CHINABERRY), FICUS SPP. (NON–NATIVE FICUS), EUCALYPTUS SPP. (EUCALYPTUS).

F. SHRUBS AND HEDGES. SHRUBS USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL BE A MINIMUM OF TWENTY–FOUR (24) INCHES IN HEIGHT WHEN PLANTED. HEDGES, WHERE REQUIRED, SHALL BE PLANTED AND MAINTAINED SO AS TO FORM A THIRTY–SIX–INCH OR HIGHER CONTINUOUS, UNBROKEN, SOLID, VISUAL SCREEN.

G. GROUND COVERS. GROUND COVERS USED IN LIEU OF GRASS, OR IN PART, TO MEET THE REQUIREMENTS OF THIS SECTION, SHALL BE PLANTED IN SUCH A MANNER AS TO PRESENT A FINISHED APPEARANCE AND REASONABLY COMPLETE COVERAGE WITHIN THREE (12) MONTHS AFTER PLANTING.

H. GRASS. GRASS USED TO MEET THE REQUIREMENTS OF THIS SECTION SHALL BE PLANTED WITH SPECIES NORMALLY GROWN AS PERMANENT LAWNS IN THE COUNTY. GRASS AREAS WILL BE SODDED, EXCEPT THAT PLUGGING, SPRIGGING OR SEEDING OF GRASSY AREAS IS PERMISSIBLE WITH RESPECT TO SINGLE– FAMILY AND TWO–FAMILY RESIDENTIAL LOTS. AS TO ALL LOTS, SOLID SOD SHALL BE USED IN SWALES, DETENTION OR RETENTION AREAS AND OTHER AREAS SUBJECT TO EROSION.

I. EXISTING PLANT MATERIAL. WHEN PLANT MATERIAL EXISTS ON A SITE PRIOR TO THE DATE APPLICATION FOR A PERMIT IS MADE, CREDIT MAY BE ALLOWED FOR SUCH PLANT MATERIAL PROVIDED THAT IT IS PROTECTED DURING CONSTRUCTION AND INCORPORATED INTO THE REQUIRED LANDSCAPING IN A MANNER WHICH SATISFIES THE REQUIREMENTS OF THIS ARTICLE.

(12) INSTALLATION OF LANDSCAPING. ALL LANDSCAPING REQUIRED BY THIS ARTICLE SHALL BE INSTALLED IN COMPLIANCE WITH THESE REQUIREMENTS:

A. LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN, INCLUDING ALL SPECIFIED CONDITIONS TO A PARTICULAR LANDSCAPE APPROVAL, AND INSPECTED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. SUCH INSPECTION SHALL INCLUDE VERIFICATION THAT PLANTING SOIL MEETS SPECIFIED COMPOSITION AND DEPTH REQUIREMENTS. IN THE EVENT THERE ARE ANY CHANGES TO THE APPROVED LANDSCAPE PLAN, SUCH CHANGES MUST BE REVIEWED AND APPROVED BY THE DEPARTMENT AND NOTED ON THE PLAN PRIOR TO NOTIFICATION FOR THE FINAL INSPECTION FOR A CERTIFICATE OF OCCUPANCY.

B. LANDSCAPED AREAS SHALL BE COVERED IN THEIR ENTIRETY WITH SHRUBS, GROUND COVER, TURF, OR THREE (3) INCHES OF BULK ORGANIC MULCH OR OTHER SUITABLE MATERIAL WHICH PERMITS PERCOLATION AND IS APPROVED BY THE DEPARTMENT. WHERE MULCH IS USED, IT MUST BE PROTECTED FROM WASHING OUT OF THE PLANTING BED. INORGANIC MULCH, SUCH AS GRAVEL OR ROCK, SHOULD ONLY BE USED WHERE WASHOUTS OCCUR. THE FINAL INSPECTION PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY, SHALL INCLUDE VERIFICATION THAT ANY MULCH IS INSTALLED AT THE REQUISITE DEPTH.

C. TREES WHICH ARE BALLED AND BURLAPED MUST HAVE THE BURLAP REMOVED OR FOLDED DOWN AT THE TIME OF THE PLANTING. ALL TWINE OR ROPE MUST BE REMOVED. IF WIRE BASKETS ARE USED, THE UPPER ROWS MUST BE CUT BEFORE PLANTING. REMOVE ALL SOIL FROM ABOVE THE ROOT FLARE AND PLANT THE TREE SO THE TOP OF THE ROOT BALL IS TEN (10) PER CENT ABOVE THE LANDSCAPE SOIL. DO NOT PLACE ANY SOIL OR MULCH OVER THE ROOT BALL. IF STAKES OR GUIDE WIRES ARE USED TO SUPPORT A TREE, THE WIRE MUST BE COVERED WITH PROTECTIVE MATERIAL WHERE IT IS IN CONTACT WITH THE TREE AND THE STAKES OR GUIDE WIRES MUST BE REMOVED AFTER ONE YEAR.

D. ALL LANDSCAPING REQUIRED BY THE CITY MUST BE PROTECTED FROM VEHICULAR AND PEDESTRIAN TRAFFIC BY THE INSTALLATION OF CURBING, WHEEL STOPS OR OTHER PROTECTIVE DEVICES ALONG THE PERIMETER OF ANY LANDSCAPING WHICH ADJOINS VEHICULAR USE AREAS OR SIDEWALKS. THESE PROTECTED DEVICES SHALL HAVE A MINIMUM HEIGHT OF SIX (6) INCHES ABOVE GRADE.

E. NO PARKING, DISPLAY OF VEHICLES OR OUTSIDE STORAGE OR DISPLAY OF MERCHANDISE IS PERMITTED IN OR OVER ANY REQUIRED LANDSCAPE AREA, NOR ARE VEHICLES PERMITTED TO OVERHANG ANY REQUIRED LANDSCAPED AREA.

F. SOIL, EXCEPT FOR PLANTING SOIL, IN WHICH REQUIRED LANDSCAPE IS TO BE INSTALLED MUST BE GENERALLY INDIGENOUS TO THE LOCALE. SOIL MUST BE LOOSE, FRIABLE, AND FREE OF LIMESTONE AND OTHER CONSTRUCTION MATERIALS, ROAD BASE MATERIAL, ROCKS, WEEDS, GRASSES, HARD PAN, CLAY OR OTHER DEBRIS. PH SHALL BE ADJUSTED WHERE NECESSARY TO BE COMPATIBLE WITH THE PLANT SPECIES BEING INSTALLED. SOIL SHALL BE SLIGHTLY SWALED TO RETAIN SURFACE STORMWATER. BACKFILL SOIL MATERIAL SHALL BE THOROUGHLY WATERED IN AND AROUND PLANT ROOT BALLS TO PREVENT ANY AIR POCKETS. THE USE OF AMENDED AND ENRICHED SOILS MAY BE REQUIRED BY THE DEPARTMENT WHERE NECESSARY TO INCREASE THE WATER RETENTION CAPABILITIES OF SOIL IN ORDER TO REDUCE THE AMOUNT OF WATERING NEEDED TO MEET THE LANDSCAPING WATER REQUIREMENT. FINAL INSPECTION OF REQUIRED LANDSCAPE PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY SHALL INCLUDE PH TESTING TO VERIFY COMPATIBILITY WITH PERMITTED PLANTINGS.

G. TO MINIMIZE TRAFFIC HAZARDS AT STREET OR DRIVEWAY INTERSECTIONS, ALL LANDSCAPING INSTALLATIONS MUST PROVIDE UNOBSTRUCTED VIEWS AS REQUIRED IN SECTION 22–53

H. ANY IRRIGATION SYSTEM PLACED ON CITY RIGHT–OF–WAY WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER WHO SHALL RELOCATE, REPLACE OR REPAIR THE SYSTEM AS APPROPRIATE IN THE EVENT IT IS DAMAGED DUE TO PERMITTED CONSTRUCTION IN THE RIGHT–OF–WAY.

I. PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY, FINAL LANDSCAPE INSTALLATION SHALL BE CERTIFIED AS COMPLETE AND IN CONFORMANCE TO THE APPROVED LANDSCAPE PLAN BY SUBMISSION OF A CERTIFICATION LETTER BY A LANDSCAPE ARCHITECT.

(13)MAINTENANCE OF LANDSCAPING. PROPERTY OWNERS SHALL MAINTAIN ALL REQUIRED LANDSCAPING SO THAT IT CONTINUES TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE FREE OF REFUSE AND DEBRIS, IN CONFORMITY WITH THE FOLLOWING REQUIREMENTS:

A. VEGETATION REQUIRED BY THIS ARTICLE SHALL BE REPLACED WITH EQUIVALENT VEGETATION IF IT IS NOT LIVING. ALL TREES FOR WHICH CREDIT IS AWARDED AND WHICH SUBSEQUENTLY DIE SHALL BE REPLACED BY THE SAME NUMBER OF LIVING TREES ACCORDING TO THE STANDARDS ESTABLISHED IN THIS ARTICLE.

B. MAINTENANCE SHALL INCLUDE SUFFICIENT WEEDING, WATERING, FERTILIZING, PRUNING, MOWING, EDGING, MULCHING AND OTHER HORTICULTURAL PRACTICES SO AS TO ASSURE THAT THE LANDSCAPING CONTINUES TO MAINTAIN A HEALTHY, NEAT AND ORDERLY APPEARANCE.

LANDSCAPE CERTIFICATION:

JODAH B. BITTLE — DATE
FCLD #DC1 70/HCI 6527

DATE	REVISION	MARK

DRAWING 18120–CON
DESIGNED J.B.B.
DRAWN J.B.B.
CHECKED J.B.B.
SCALE 1:20
DATE 7/16/18

THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS IS PERMITTED ONLY BY WRITTEN CONTRACT WITH THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

LANDSCAPE PLAN

INDIAN RIVER VILLAS

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605

DATE:

SHEET 7A

PROJECT NO. 18–120



1 FRONT (WEST) ELEVATION
3/16" = 1'-0"
NOTE: REFER TO RENDERING FOR COLORS



2 REAR (EAST) ELEVATION
3/16" = 1'-0"
NOTE: REFER TO RENDERING FOR COLORS

Hal Lambert

architecture & construction

2935 20th St., Vero Beach, FL 32960
tel. 772-469-3101 fax. 772-778-8692
email: Hal@regency-windsor.com
architect: Roy Harold (Hal) Lambert, Jr.
AR0010952

This drawing and design for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

INDIAN RIVER VILLAS

12 UNIT CONDOMINIUM PROJECT (TWO IDENTICAL 6 UNIT BUILDINGS)
LOCATED AT SE CORNER OF CITRUS AVE. & SOUTH INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA

FRONT & REAR ELEVATIONS

TYPICAL BUILDING

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	
DRAWN BY:	HL
CHECKED BY:	HL
PERMIT SET DATE:	8.22.18

SHEET

A6 OF **12**



1 LEFT (NORTH) ELEVATION
3/16" = 1'-0"
NOTE: REFER TO RENDERING FOR COLORS



2 RIGHT (SOUTH) ELEVATION
3/16" = 1'-0"
NOTE: REFER TO RENDERING FOR COLORS

Hal Lambert
architecture & construction
2935 20th St., Vero Beach, FL 32960
tel. 772-469-3101 fax. 772-778-8692
email: Hal@regency-windsor.com
architect: Roy Harold (Hal) Lambert, Jr.
AR0010952

This drawing and design for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

INDIAN RIVER VILLAS

12 UNIT CONDOMINIUM PROJECT (TWO IDENTICAL 6 UNIT BUILDINGS)

LOCATED AT SE CORNER OF CITRUS AVE. & SOUTH INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA

LEFT & RIGHT ELEVATIONS

TYPICAL BUILDING

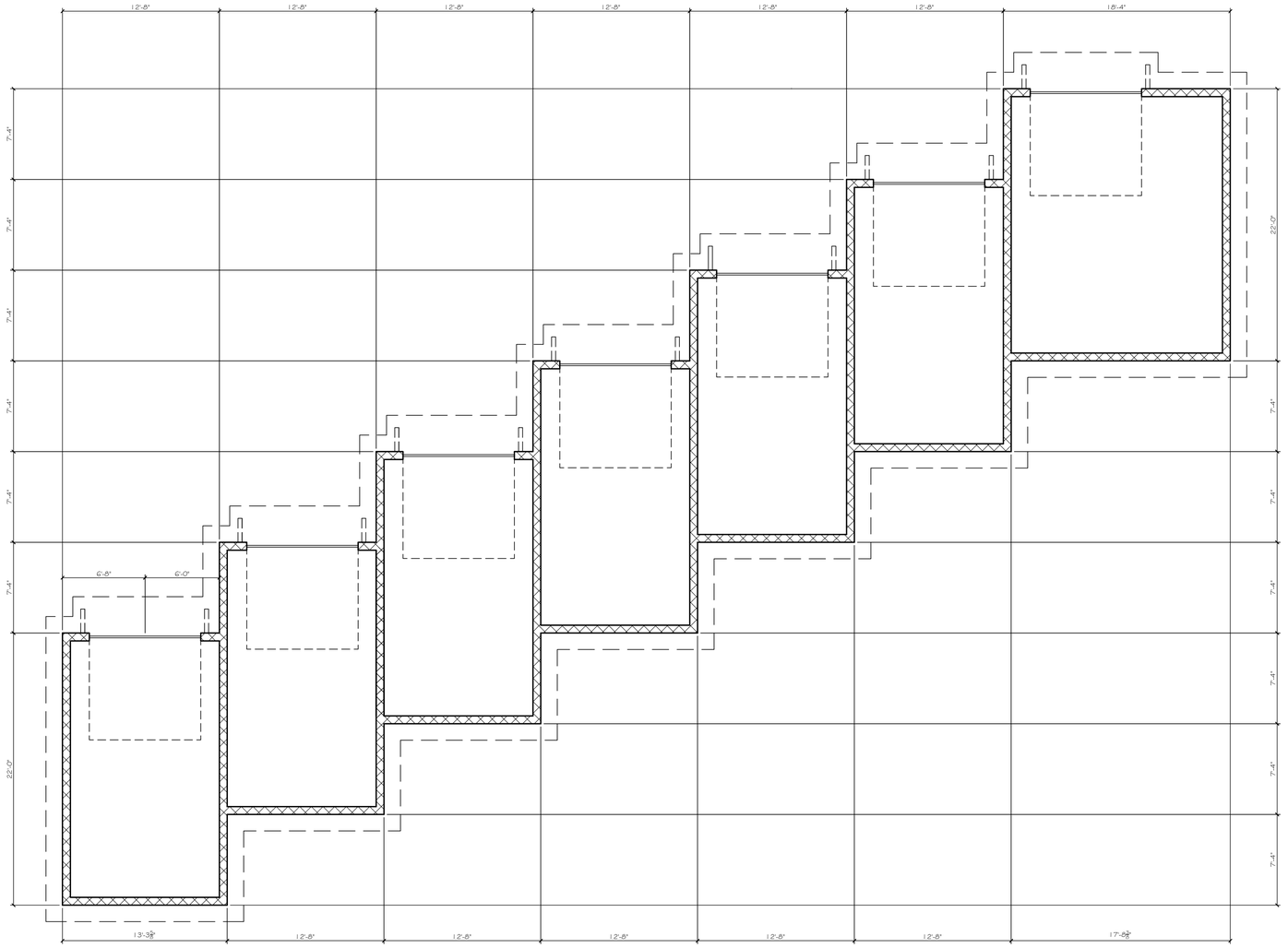
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	
DRAWN BY:	HL
CHECKED BY:	HL
PERMIT SET DATE:	8.22.18

SHEET

A7 OF **12**



N

1 NORTH GARAGE PLAN
3/16" = 1'-0"

Hal Lambert

architecture
& construction

2935 20th St., Vero Beach, FL 32960
tel. 772-469-3101 fax. 772-778-8692
email: Hal@regency-windsor.com
architect: Roy Harold (Hal) Lambert, Jr.
AR0010952

This drawing and design for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

INDIAN RIVER VILLAS

12 UNIT CONDOMINIUM PROJECT (TWO IDENTICAL 6 UNIT BUILDINGS)

LOCATED AT SE CORNER OF CITRUS AVE. & SOUTH INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA

NORTH GARAGE PLAN

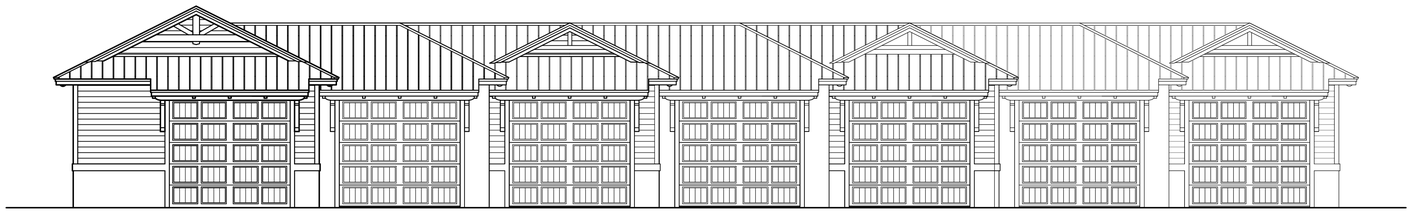
REVISIONS:

NO.	DATE	DESCRIPTION

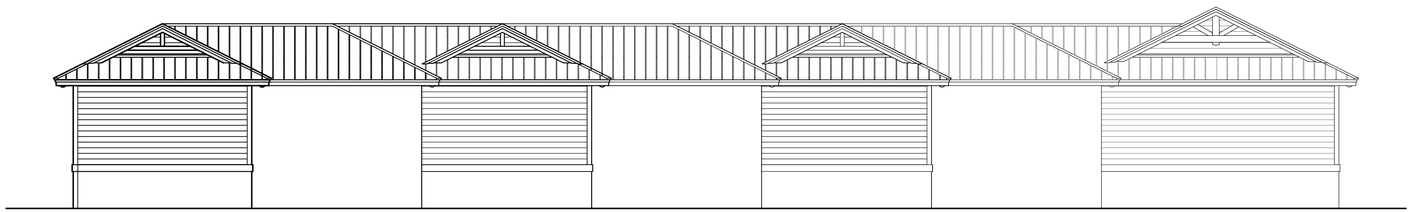
PROJECT NUMBER:	
DRAWN BY:	HL
CHECKED BY:	HL
PERMIT SET DATE:	8.22.18

SHEET

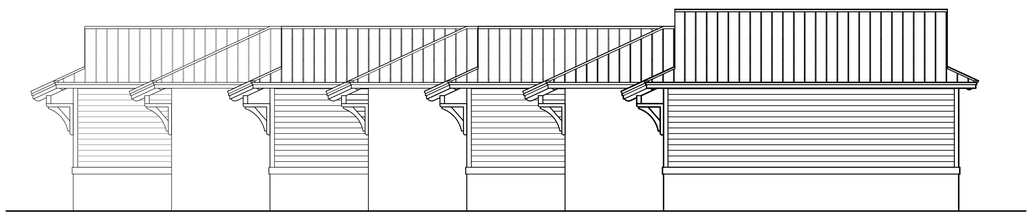
A8 OF **12**



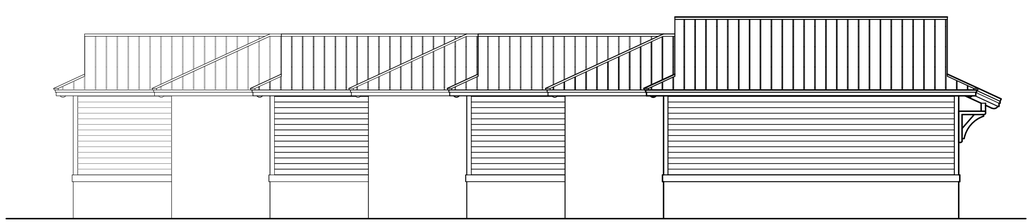
1 FRONT (EAST) ELEVATION
3/16" = 1'-0"



2 FRONT (EAST) ELEVATION
3/16" = 1'-0"



3 RIGHT (NORTH) ELEVATION
3/16" = 1'-0"



4 LEFT (SOUTH) ELEVATION
3/16" = 1'-0"

Hal Lambert
architecture
& construction
2935 20th St., Vero Beach, FL 32960
tel. 772-469-3101 fax. 772-778-8692
email: Hal@regency-windsor.com
architect: Roy Harold (Hal) Lambert, Jr.
AR0010952

This drawing and design for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

INDIAN RIVER VILLAS

12 UNIT CONDOMINIUM PROJECT (TWO IDENTICAL 6 UNIT BUILDINGS)
LOCATED AT SE CORNER OF CITRUS AVE. & SOUTH INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA

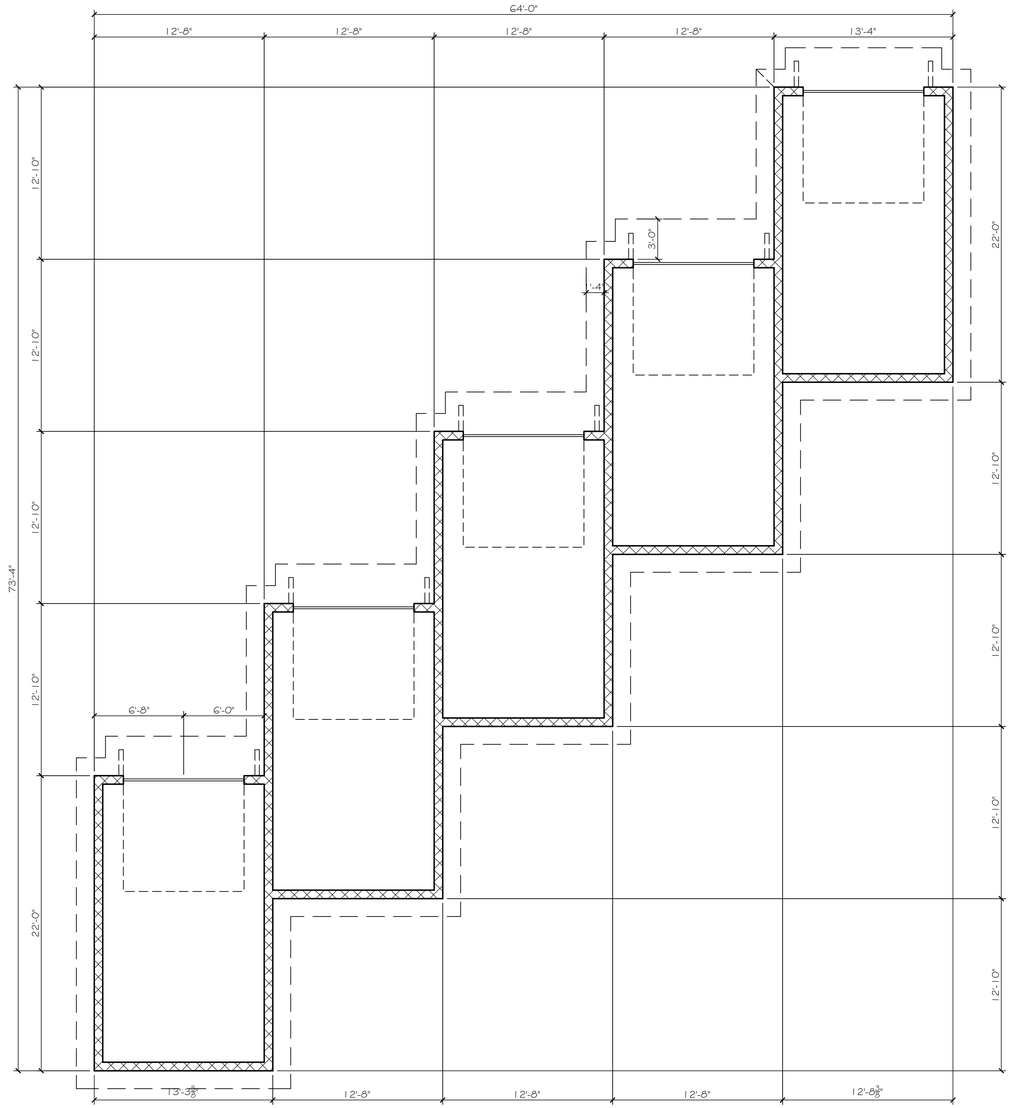
NORTH GARAGE ELEVATIONS

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	
DRAWN BY:	HL
CHECKED BY:	HL
PERMIT SET DATE:	8.22.18

SHEET
A9 OF 12



N

1 SOUTH GARAGE PLABN
3/16" = 1'-0"

Hal Lambert

architecture & construction

2935 20th St., Vero Beach, FL 32960
tel. 772-469-3101 fax. 772-778-8692
email: Hal@regency-windsor.com
architect: Roy Harold (Hal) Lambert, Jr.
AR0010952

This drawing and design for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

INDIAN RIVER VILLAS

12 UNIT CONDOMINIUM PROJECT (TWO IDENTICAL 6 UNIT BUILDINGS)

LOCATED AT SE CORNER OF CITRUS AVE. & SOUTH INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA

SOUTH GARAGE ELEVATIONS

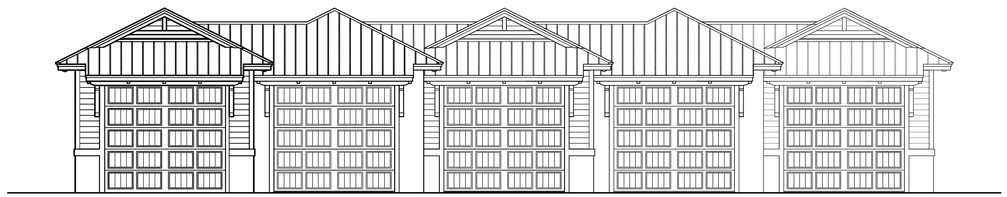
REVISIONS:

NO.	DATE	DESCRIPTION

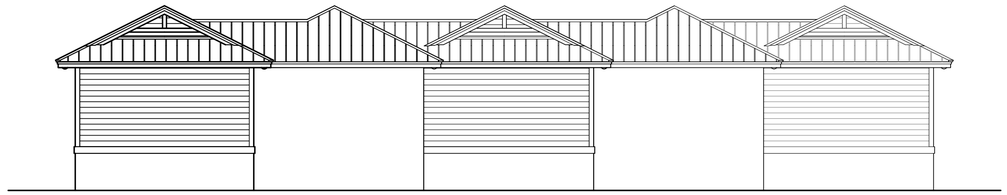
PROJECT NUMBER:	
DRAWN BY:	HL
CHECKED BY:	HL
PERMIT SET DATE:	8.22.18

SHEET

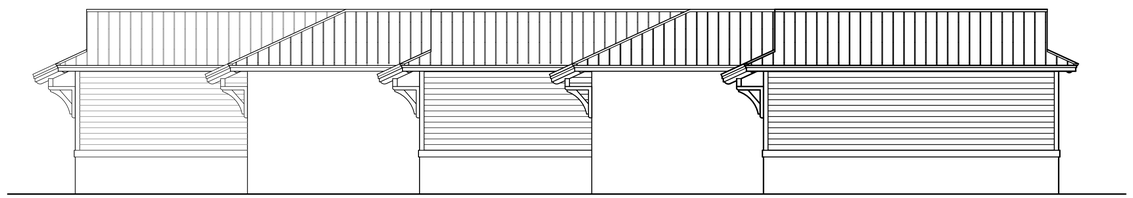
A10 OF **12**



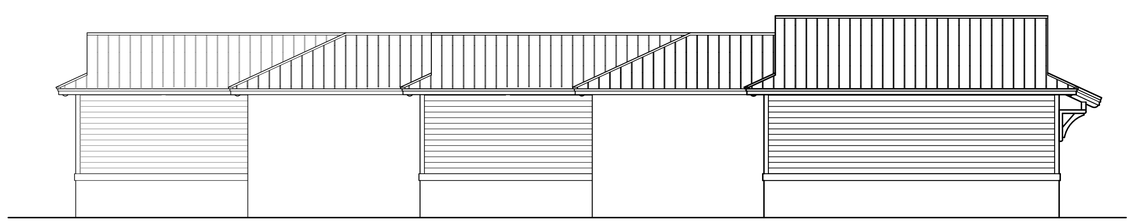
1 SOUTH GARAGE - FRONT (EAST) ELEVATION
3/16" = 1'-0"



2 SOUTH GARAGE - REAR (WEST) ELEVATION
3/16" = 1'-0"



3 SOUTH GARAGE - RIGHT (NORTH) ELEVATION
3/16" = 1'-0"



4 SOUTH GARAGE - LEFT (SOUTH) ELEVATION
3/16" = 1'-0"

Hal Lambert
architecture
& construction
2935 20th St., Vero Beach, FL 32960
tel. 772-469-3101 fax. 772-778-8692
email: Hal@regency-windsor.com
architect: Roy Harold (Hal) Lambert, Jr.
AR0010952

This drawing and design for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

INDIAN RIVER VILLAS

12 UNIT CONDOMINIUM PROJECT (TWO IDENTICAL 6 UNIT BUILDINGS)

LOCATED AT SE CORNER OF CITRUS AVE. & SOUTH INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA

SOUTH GARAGE ELEVATIONS

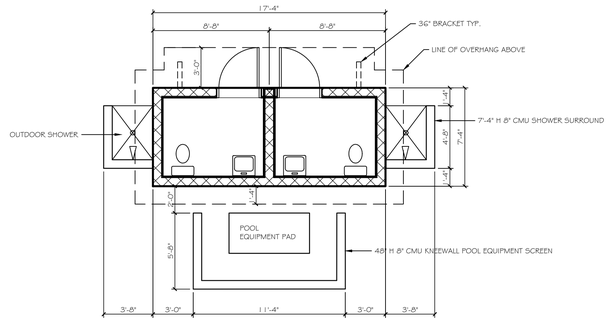
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	
DRAWN BY:	HL
CHECKED BY:	HL
PERMIT SET DATE:	8.22.18

SHEET

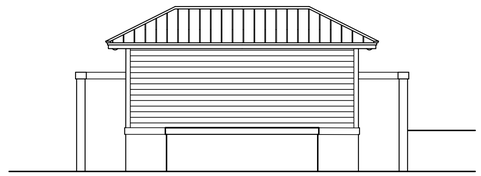
A11 OF 12



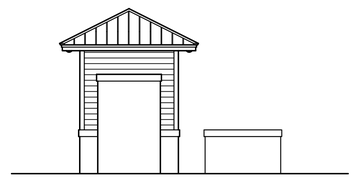
1 POOL BATHS
3/16" = 1'-0"



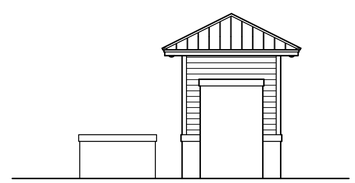
2 POOL BATHS - FRONT (EAST) ELEVATION
3/16" = 1'-0"



3 POOL BATHS - REAR (WEST) ELEVATION
3/16" = 1'-0"



4 POOL BATHS - RIGHT (NORTH) ELEVATION
3/16" = 1'-0"



5 POOL BATHS - LEFT (SOUTH) ELEVATION
3/16" = 1'-0"

Hal Lambert
architecture
& construction
2935 20th St., Vero Beach, FL 32960
tel. 772-469-3101 fax. 772-778-8692
email: Hal@regency-windsor.com
architect: Roy Harold (Hal) Lambert, Jr.
AR0010952

This drawing and design for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

INDIAN RIVER VILLAS

12 UNIT CONDOMINIUM PROJECT (TWO IDENTICAL 6 UNIT BUILDINGS)
LOCATED AT SE CORNER OF CITRUS AVE. & SOUTH INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA

POOL BUILDING PLAN & ELEVATIONS

REVISIONS:

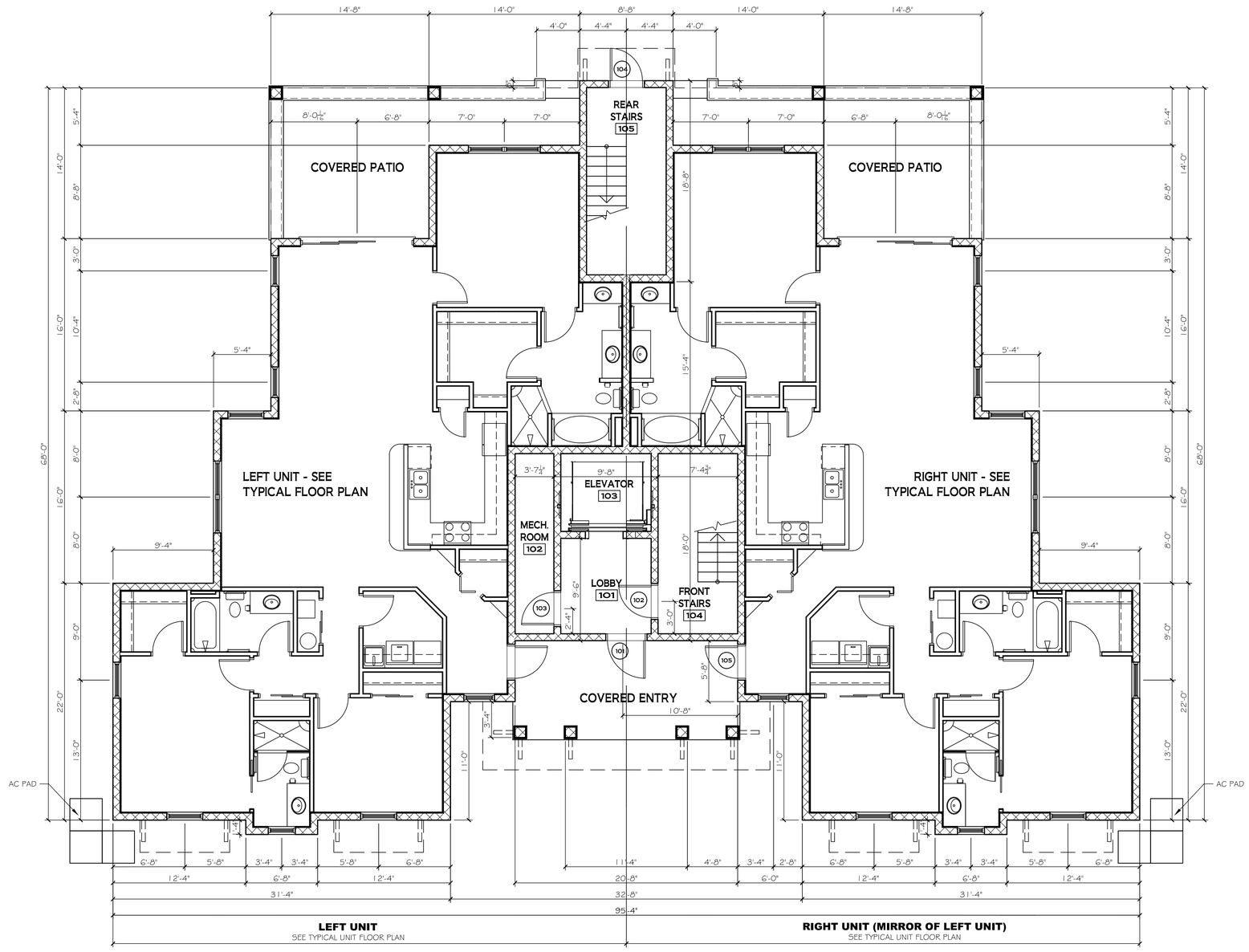
NO.	DATE	DESCRIPTION

PROJECT NUMBER:	
DRAWN BY:	HL
CHECKED BY:	HL
PERMIT SET DATE:	8.22.18

SHEET
A12 OF 12







1 FIRST FLOOR PLAN - TYPICAL BUILDING
3/16" = 1'-0"

FIRST FLOOR SQUARE FOOTAGES

LEFT LIVING UNIT:	
AIR CONDITIONED LIVING SPACE:	1,885 SF
EXTERIOR COVERED DECK:	280 SF
RIGHT LIVING UNIT:	
AIR CONDITIONED LIVING SPACE:	1,885 SF
EXTERIOR COVERED DECK:	280 SF
COMMON AREA SPACES:	
AIR CONDITIONED LOBBY:	85 SF
UNCONDITIONED SPACES (STAIRS, EQUIPMENT RM.):	381 SF
UNCONDITIONED ELEVATOR SHAFT:	61 SF
EXTERIOR COVERED FRONT ENTRY:	186 SF
TOTAL BUILDING FOOTPRINT AREA UNDER ROOF:	5,043 SF

WALL TYPES

- TYPICAL EXTERIOR 8" CMU LOAD BEARING WALL - SEE EXTERIOR ELEVATIONS FOR EXTERIOR FINISH. ½" GWB OVER 1 X 2 P.T. FURRING @ 16" O.C. ON INTERIOR OF LIVING UNITS. FILL EMPTY CELLS WITH CORE-FILL 500 FOAM INSULATION.
- 8" CMU LOAD BEARING WALL W/ 3-COAT STUCCO WITH SPANISH TROWEL FINISH ON EXTERIOR AND 1-COAT STUCCO FINISH ON INTERIOR OF HABITABLE SPACE (STAIRWELLS & GARAGES). FILL CELLS WITH CORE-FILL 500 FLOAM INSULATION.
- INTERIOR UNIT SEPARATION WALL (SHADED): LOAD BEARING 8" CMU 2-HOUR FIRE SEPARATION WALL (ANSI/UL 263 DESIGN NO. U905) EXTENDING FROM FOUNDATION TO UNDERSIDE OF ROOF DECK W/ ½" GWB OVER 1 X 2 P.T. FURRING @ 16" O.C. BOTH SIDES. FILL CELLS WITH CORE-FILL 500 INSULATION.
- 10' (A.F.F.) HIGH (U.N.O.) TYPICAL INTERIOR NON-LOAD BEARING WALL - 3 5/8" 25 GA. METAL STUDS @ 24" O.C. W/ ½" GWB BOTH SIDES. PROVIDE HORIZONTAL FIREBLOCKING AT EVERY 10' MAX. W/ ½" GWB FASTENED TO STUD. PROVIDE WOOD BLOCKING AT PERIMETER OF OPENINGS AND WHEREVER NECESSARY FOR CABINETS AND SHELVING.
- SAME AS ABOVE, EXCEPT 6" W 25 GA. METAL STUDS @ 24" O.C. W/ ½" GWB BOTH SIDES (WALL BEHIND WASHER AND DRYER). PROVIDE WOOD BLOCKING AS NECESSARY FOR SHELVING.

Hal Lambert
architecture & construction
2935 20th St., Vero Beach, FL 32960
tel. 772-469-3101 fax. 772-778-8692
email: Hal@regency-windsor.com
architect: Roy Harold (Hal) Lambert, Jr.
AR0010952

This drawing and design for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

INDIAN RIVER VILLAS

12 UNIT CONDOMINIUM PROJECT (TWO IDENTICAL 6 UNIT BUILDINGS)

LOCATED AT SE CORNER OF CITRUS AVE. & SOUTH INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA

FIRST FLOOR PLAN

TYPICAL BUILDING

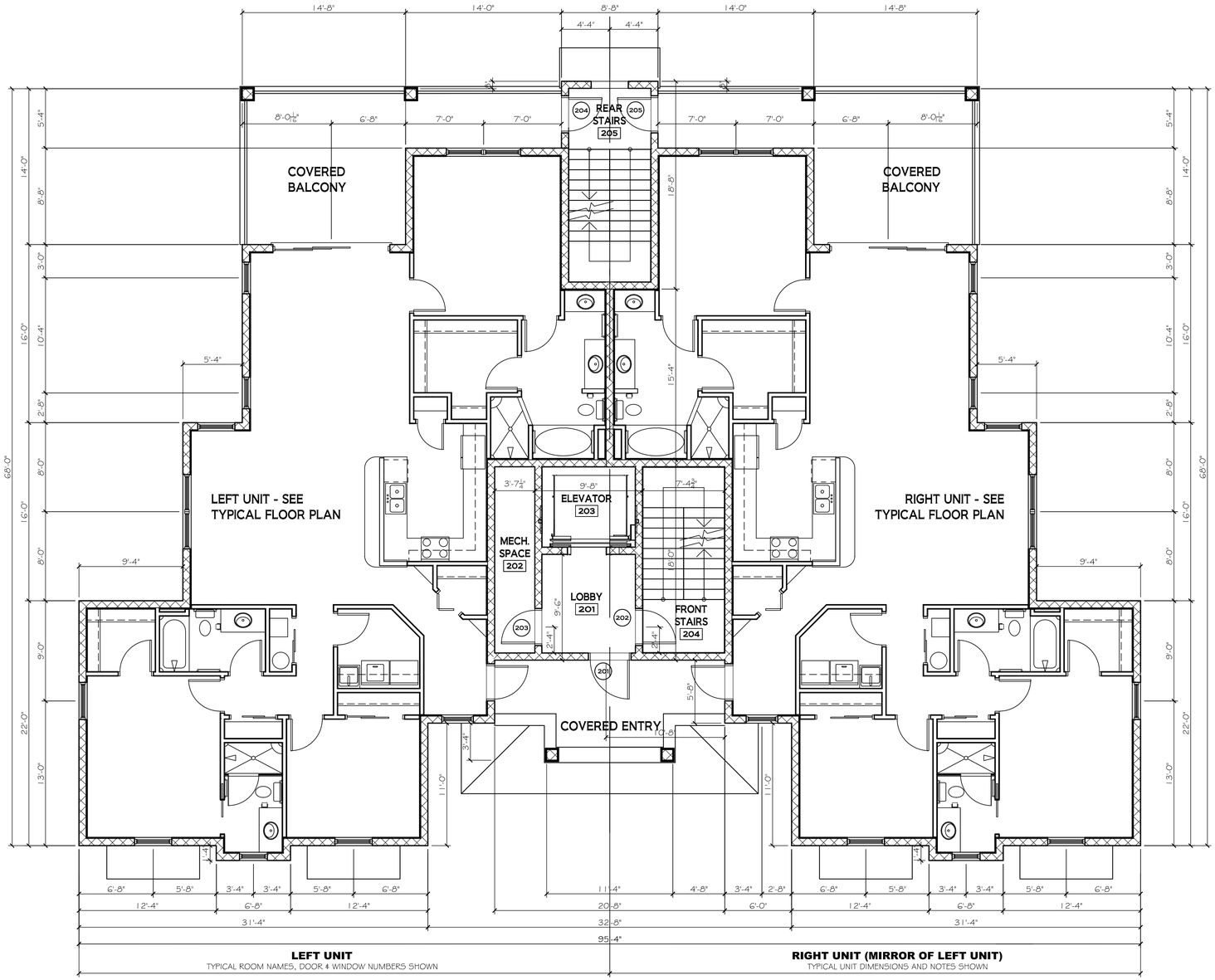
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	
DRAWN BY:	HL
CHECKED BY:	HL
PERMIT SET DATE:	8.22.18

SHEET

A1 OF **12**



LEFT UNIT
TYPICAL ROOM NAMES, DOOR & WINDOW NUMBERS SHOWN

RIGHT UNIT (MIRROR OF LEFT UNIT)
TYPICAL UNIT DIMENSIONS AND NOTES SHOWN

1 SECOND FLOOR PLAN - TYPICAL BUILDING
3/16" = 1'-0"

SECOND FLOOR SQUARE FOOTAGES

LEFT LIVING UNIT:	
AIR CONDITIONED LIVING SPACE:	1,885 SF
EXTERIOR COVERED BALCONY:	280 SF
RIGHT LIVING UNIT:	
AIR CONDITIONED LIVING SPACE:	1,885 SF
EXTERIOR COVERED BALCONY:	280 SF
COMMON AREA SPACES:	
AIR CONDITIONED LOBBY:	85 SF
UNCONDITIONED SPACES (STAIRS, EQUIPMENT RM.):	381 SF
UNCONDITIONED ELEVATOR SHAFT:	61 SF
EXTERIOR COVERED FRONT ENTRY:	155 SF

WALL TYPES

- TYPICAL EXTERIOR 8" CMU LOAD BEARING WALL - SEE EXTERIOR ELEVATIONS FOR EXTERIOR FINISH. ½" GWB OVER 1 X 2 P.T. FURRING @ 16" O.C. ON INTERIOR OF LIVING UNITS. FILL EMPTY CELLS WITH CORE-FILL 500 FOAM INSULATION.
- 8" CMU LOAD BEARING WALL W/ 3-COAT STUCCO WITH SPANISH TROWEL FINISH ON EXTERIOR AND 1-COAT STUCCO FINISH ON INTERIOR OF HABITABLE SPACE (STAIRWELLS & GARAGES). FILL CELLS WITH CORE-FILL 500 FLOAM INSULATION.
- INTERIOR UNIT SEPARATION WALL (SHADED): LOAD BEARING 8" CMU 2-HOUR FIRE SEPARATION WALL (ANSI/UL 263 DESIGN NO. U905) EXTENDING FROM FOUNDATION TO UNDERSIDE OF ROOF DECK W/ ½" GWB OVER 1 X 2 P.T. FURRING @ 16" O.C. BOTH SIDES. FILL CELLS WITH CORE-FILL 500 INSULATION.
- 10' (A.F.F.) HIGH (U.N.O.) TYPICAL INTERIOR NON-LOAD BEARING WALL - 3 5/8" 25 GA. METAL STUDS @ 24" O.C. W/ ½" GWB BOTH SIDES. PROVIDE HORIZONTAL FIREBLOCKING AT EVERY 10' MAX. W/ ½" GWB FASTENED TO STUD. PROVIDE WOOD BLOCKING AT PERIMETER OF OPENINGS AND WHEREVER NECESSARY FOR CABINETS AND SHELVING.
- SAME AS ABOVE, EXCEPT 6" W 25 GA. METAL STUDS @ 24" O.C. W/ ½" GWB BOTH SIDES (WALL BEHIND WASHER AND DRYER). PROVIDE WOOD BLOCKING AS NECESSARY FOR SHELVING.

Hal Lambert
architecture & construction
2935 20th St., Vero Beach, FL 32960
tel. 772-469-3101 fax. 772-778-8692
email: Hal@regency-windsor.com
architect: Roy Harold (Hal) Lambert, Jr.
AR0010952

This drawing and design for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

INDIAN RIVER VILLAS

12 UNIT CONDOMINIUM PROJECT (TWO IDENTICAL 6 UNIT BUILDINGS)
LOCATED AT SE CORNER OF CITRUS AVE. & SOUTH INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA

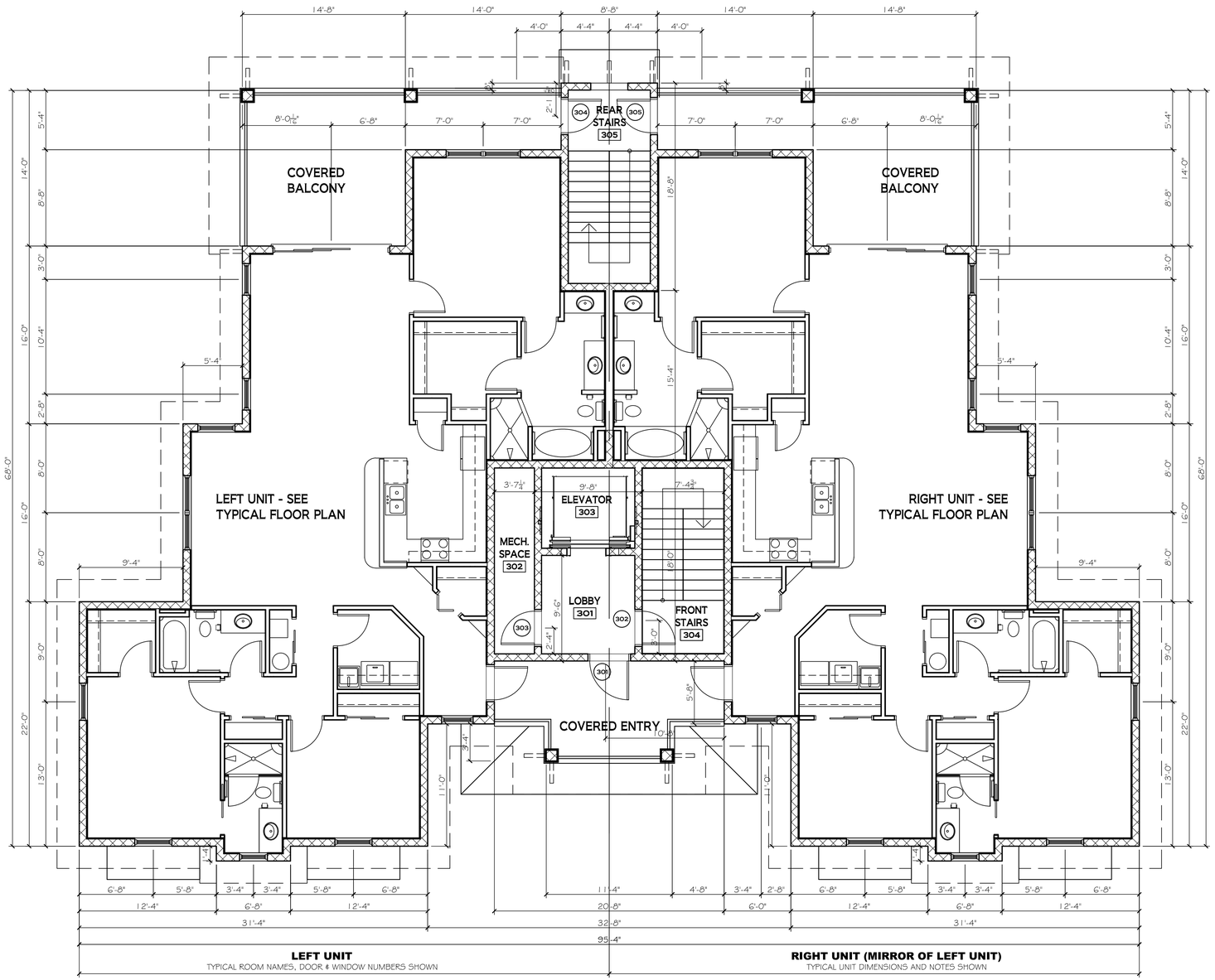
SECOND FLOOR PLAN
TYPICAL BUILDING

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	
DRAWN BY:	HL
CHECKED BY:	HL
PERMIT SET DATE:	8.22.18

SHEET
A2 OF **12**



LEFT UNIT
TYPICAL ROOM NAMES, DOOR & WINDOW NUMBERS SHOWN

RIGHT UNIT (MIRROR OF LEFT UNIT)
TYPICAL UNIT DIMENSIONS AND NOTES SHOWN

1 THIRD FLOOR PLAN - TYPICAL BUILDING
3/16" = 1'-0"

THIRD FLOOR SQUARE FOOTAGES

LEFT LIVING UNIT:	
AIR CONDITIONED LIVING SPACE:	1,885 SF
EXTERIOR COVERED BALCONY:	280 SF
RIGHT LIVING UNIT:	
AIR CONDITIONED LIVING SPACE:	1,885 SF
EXTERIOR COVERED BALCONY:	280 SF
COMMON AREA SPACES:	
AIR CONDITIONED LOBBY:	85 SF
UNCONDITIONED SPACES (STAIRS, EQUIPMENT RM.):	381 SF
UNCONDITIONED ELEVATOR SHAFT:	61 SF
EXTERIOR COVERED FRONT ENTRY:	155 SF

WALL TYPES

- TYPICAL EXTERIOR 8" CMU LOAD BEARING WALL - SEE EXTERIOR ELEVATIONS FOR EXTERIOR FINISH. ½" GWB OVER 1 X 2 P.T. FURRING @ 16" O.C. ON INTERIOR OF LIVING UNITS. FILL EMPTY CELLS WITH CORE-FILL 500 FOAM INSULATION.
- 8" CMU LOAD BEARING WALL W/ 3-COAT STUCCO WITH SPANISH TROWEL FINISH ON EXTERIOR AND 1-COAT STUCCO FINISH ON INTERIOR OF HABITABLE SPACE (STAIRWELLS & GARAGES). FILL CELLS WITH CORE-FILL 500 FLOAM INSULATION.
- INTERIOR UNIT SEPARATION WALL (SHADED): LOAD BEARING 8" CMU 2-HOUR FIRE SEPARATION WALL (ANSI/UL 263 DESIGN NO. U905) EXTENDING FROM FOUNDATION TO UNDERSIDE OF ROOF DECK W/ ½" GWB OVER 1 X 2 P.T. FURRING @ 16" O.C. BOTH SIDES. FILL CELLS WITH CORE-FILL 500 INSULATION.
- 10' (A.F.F.) HIGH (U.N.O.) TYPICAL INTERIOR NON-LOAD BEARING WALL - 3 5/8" 25 GA. METAL STUDS @ 24" O.C. W/ ½" GWB BOTH SIDES. PROVIDE HORIZONTAL FIREBLOCKING AT EVERY 10' MAX. W/ ½" GWB FASTENED TO STUD. PROVIDE WOOD BLOCKING AT PERIMETER OF OPENINGS AND WHEREVER NECESSARY FOR CABINETS AND SHELVING.
- SAME AS ABOVE, EXCEPT 6" W 25 GA. METAL STUDS @ 24" O.C. W/ ½" GWB BOTH SIDES (WALL BEHIND WASHER AND DRYER). PROVIDE WOOD BLOCKING AS NECESSARY FOR SHELVING.

Hal Lambert
architecture & construction
2935 20th St., Vero Beach, FL 32960
tel. 772-469-3101 fax. 772-778-8692
email: Hal@regency-windsor.com
architect: Roy Harold (Hal) Lambert, Jr.
AR0010952

This drawing and design for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

INDIAN RIVER VILLAS

12 UNIT CONDOMINIUM PROJECT (TWO IDENTICAL 6 UNIT BUILDINGS)
LOCATED AT SE CORNER OF CITRUS AVE. & SOUTH INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA

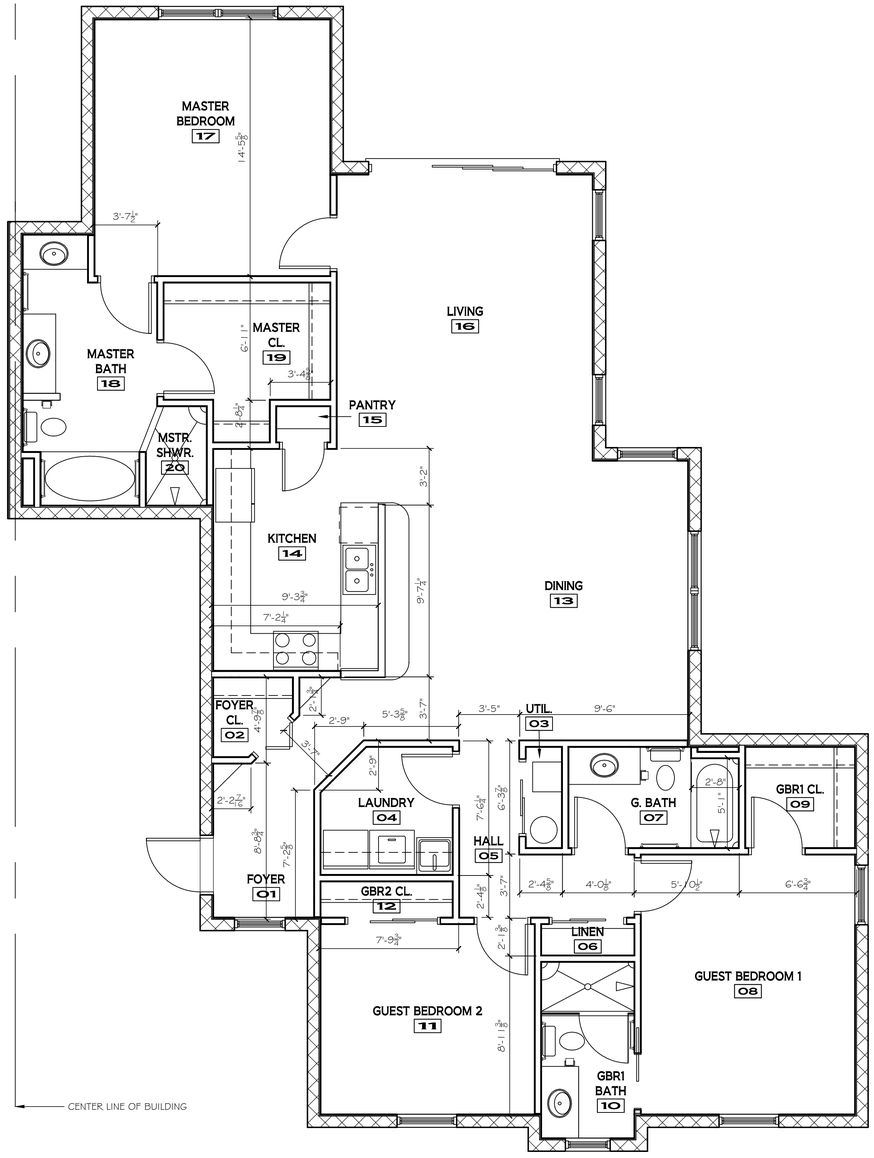
THIRD FLOOR PLAN
TYPICAL BUILDING

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:
DRAWN BY: HL
CHECKED BY: HL
PERMIT SET DATE: 8.22.18

SHEET
A3 OF **12**



1 TYPICAL UNIT PLAN
1/4" = 1'-0"
REFER TO BUILDING PLANS FOR EXTERIOR DIMENSIONS

WALL TYPES

TYPICAL EXTERIOR 8" CMU LOAD BEARING WALL - SEE EXTERIOR ELEVATIONS FOR EXTERIOR FINISH. ½" GWB OVER 1 X 2 P.T. FURRING @ 16" O.C. ON INTERIOR OF LIVING UNITS. FILL EMPTY CELLS WITH CORE-FILL 500 FOAM INSULATION.

8" CMU LOAD BEARING WALL W/ 3-COAT STUCCO WITH SPANISH TROWEL FINISH ON EXTERIOR AND 1-COAT STUCCO FINISH ON INTERIOR OF HABITABLE SPACE (STAIRWELLS & GARAGES). FILL CELLS WITH CORE-FILL 500 FOAM INSULATION.

INTERIOR UNIT SEPARATION WALL (SHADED): LOAD BEARING 8" CMU 2-HOUR FIRE SEPARATION WALL (ANSI/UL 263 DESIGN NO. U905) EXTENDING FROM FOUNDATION TO UNDERSIDE OF ROOF DECK W/ ½" GWB OVER 1 X 2 P.T. FURRING @ 16" O.C. BOTH SIDES. FILL CELLS WITH CORE-FILL 500 INSULATION.

10' (A.F.F.) HIGH (U.N.O.) TYPICAL INTERIOR NON-LOAD BEARING WALL - 3⅝ 25 GA. METAL STUDS @ 24" O.C. W/ ½" GWB BOTH SIDES. PROVIDE HORIZONTAL FIREBLOCKING AT EVERY 10' MAX. W/ ½" GWB FASTENED TO STUD. PROVIDE WOOD BLOCKING AT PERIMETER OF OPENINGS AND WHEREVER NECESSARY FOR CABINETS AND SHELVING.

SAME AS ABOVE, EXCEPT 6" W 25 GA. METAL STUDS @ 24" O.C. W/ ½" GWB BOTH SIDES (WALL BEHIND WASHER AND DRYER). PROVIDE WOOD BLOCKING AS NECESSARY FOR SHELVING.

Hal Lambert
architecture & construction
2935 20th St., Vero Beach, FL 32960
tel. 772-469-3101 fax. 772-778-8692
email: Hal@regency-windsor.com
architect: Roy Harold (Hal) Lambert, Jr.
AR0010952

This drawing and design for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

INDIAN RIVER VILLAS

12 UNIT CONDOMINIUM PROJECT (TWO IDENTICAL 6 UNIT BUILDINGS)

LOCATED AT SE CORNER OF CITRUS AVE. & SOUTH INDIAN RIVER DRIVE
FT. PIERCE, FLORIDA

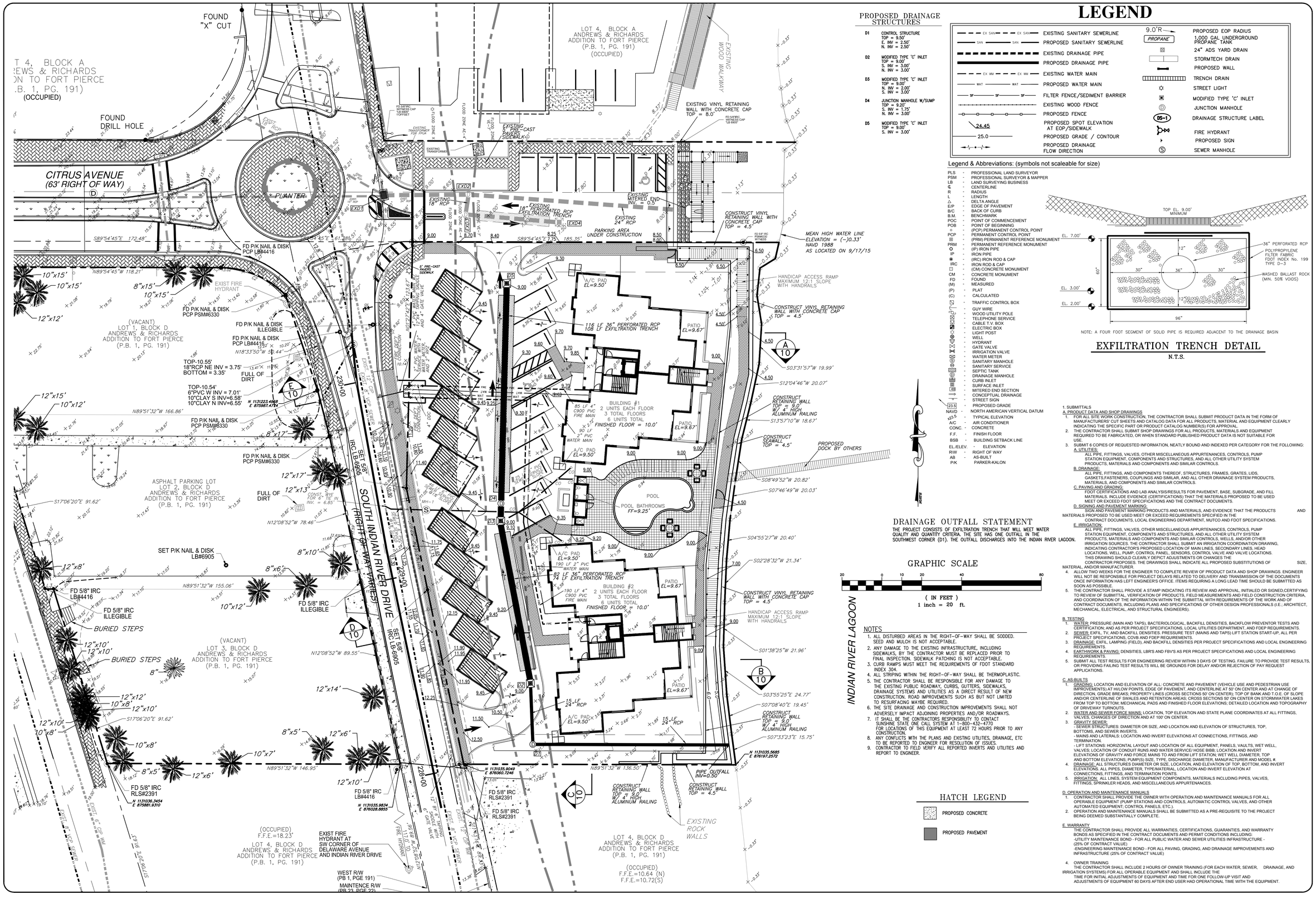
TYPICAL UNIT PLAN

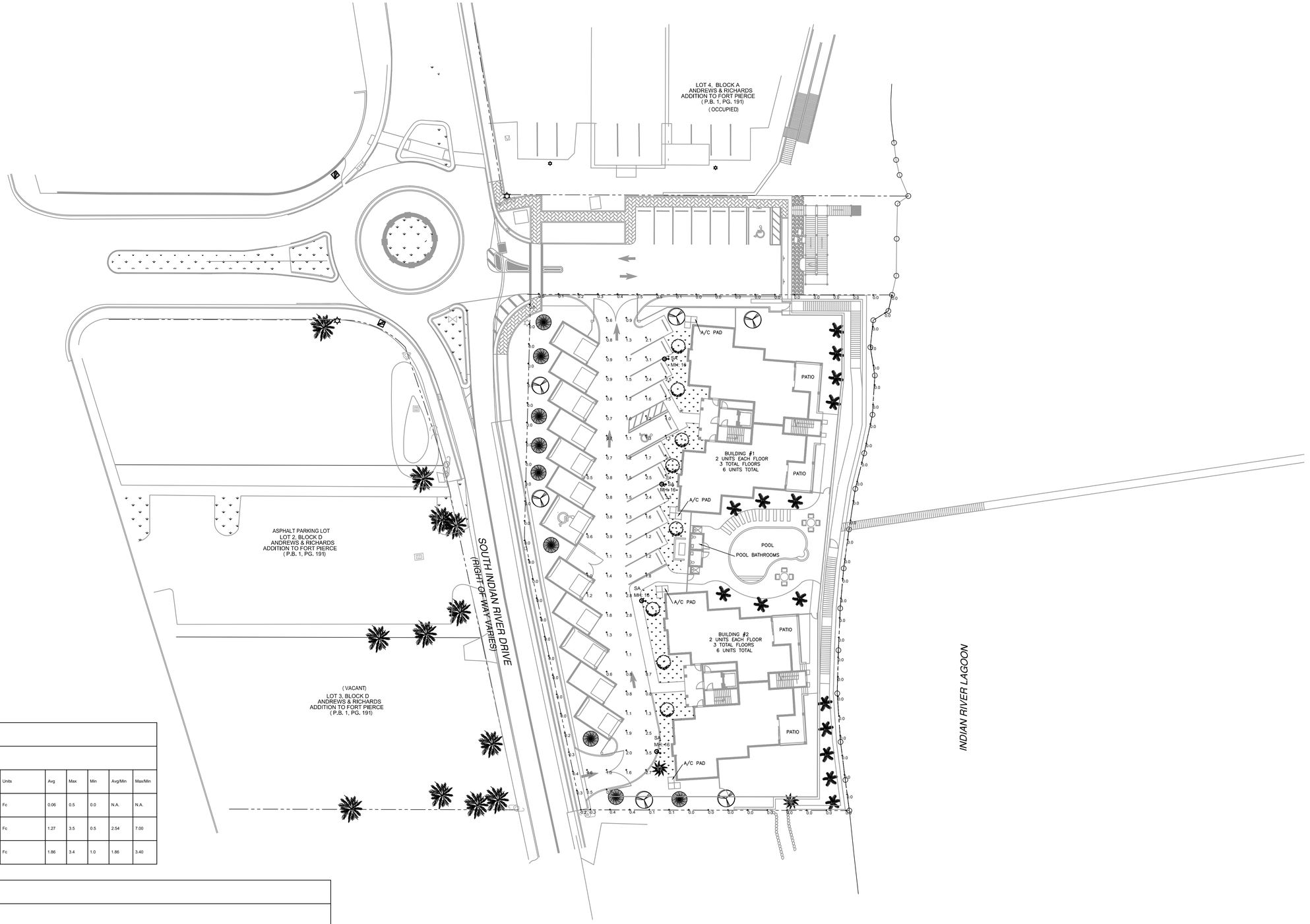
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:
DRAWN BY: HL
CHECKED BY: HL
PERMIT SET DATE: 8.22.18

SHEET
A5 OF 12


FOUND "X" CUT
FOUND DRILL HOLE
CITRUS AVENUE (63' RIGHT OF WAY)
PLANTER
LOT 4, BLOCK A ANDREWS & RICHARDS ADDITION TO FORT PIERCE (P.B. 1, PG. 191) (OCCUPIED)
LOT 4, BLOCK A ANDREWS & RICHARDS ADDITION TO FORT PIERCE (P.B. 1, PG. 191) (OCCUPIED)
EXISTING WOOD WALKWAY
EXISTING VINYL RETAINING WALL WITH CONCRETE CAP TOP = 8.0'
EXISTING PAVER SIDEWALK
EXISTING TRANSFORMER
EXISTING 18" RCP
18" EXISTING PERFORATED RCP EXFILTRATION TRENCH
EXISTING 24" RCP
EXISTING MITERED END INV. = 0.5'
CONSTRUCT VINYL RETAINING WALL WITH CONCRETE CAP TOP = 4.5'
PARKING AREA UNDER CONSTRUCTION
MEAN HIGH WATER LINE ELEVATION = (-)0.33' NAVD 1988 AS LOCATED ON 9/17/15
HANDICAP ACCESS RAMP MAXIMUM 12:1 SLOPE WITH HANDRAILS
CONSTRUCT VINYL RETAINING WALL WITH CONCRETE CAP TOP = 4.5'
A/C PAD EL=9.50'
116 LF 36" PERFORATED RCP 106 LF EXFILTRATION TRENCH
PATIO EL=9.67'
BUILDING #1 2 UNITS EACH FLOOR 3 TOTAL FLOORS 6 UNITS TOTAL FINISHED FLOOR = 10.0'
85 LF 4" C900 PVC FIRE MAIN
2" PVC WATER MAIN
POOL
POOL BATHROOMS FF=9.25'
CONSTRUCT RETAINING WALL TOP = 9.0 W/ 4' HIGH ALUMINUM RAILING
CONSTRUCT SEAWALL TOP = 4.5'
PROPOSED DOCK BY OTHERS
BUILDING #2 2 UNITS EACH FLOOR 3 TOTAL FLOORS 6 UNITS TOTAL FINISHED FLOOR = 10.0'
190 LF 4" C900 PVC FIRE MAIN
190 LF 2" PVC WATER MAIN
82 LF 36" PERFORATED RCP 74 LF EXFILTRATION TRENCH
15 LF 24" RCP
PIPE OUTFALL INV=0.50
EXISTING ROCK WALLS
INDIAN RIVER LAGOON
SOUTH INDIAN RIVER DRIVE (RIGHT-OF-WAY VARIES)
FD P/K NAIL & DISK PCP LB#4416
FD P/K NAIL & DISK PCP PSM#6330
FD P/K NAIL & DISK ILLEGIBLE
FD P/K NAIL & DISK PCP LB#4416
SET P/K NAIL & DISK LB#6905
FD 5/8" IRC LB#4416
FD 5/8" IRC ILLEGIBLE
FD 5/8" IRC RLS#2391
SET 5/8" IRC LB-6905
(VACANT) LOT 1, BLOCK D ANDREWS & RICHARDS ADDITION TO FORT PIERCE (P.B. 1, PG. 191)
(VACANT) LOT 3, BLOCK D ANDREWS & RICHARDS ADDITION TO FORT PIERCE (P.B. 1, PG. 191)
ASPHALT PARKING LOT LOT 2, BLOCK D ANDREWS & RICHARDS ADDITION TO FORT PIERCE (P.B. 1, PG. 191)
LOT 4, BLOCK D ANDREWS & RICHARDS ADDITION TO FORT PIERCE (P.B. 1, PG. 191)
(OCCUPIED) F.F.E.=18.23'
(OCCUPIED) F.F.E.=10.64 (N) F.F.E.=10.72(S)
EXIST FIRE HYDRANT AT SW CORNER OF DELAWARE AVENUE AND INDIAN RIVER DRIVE
EXIST FIRE HYDRANT
WEST R/W (PB 1, PG 191)
MAINTENCE R/W (PB 23, PGS 22)
TOP-10.55' 18"RCP NE INV = 3.75' BOTTOM = 3.35'
FULL OF DIRT
TOP-10.54' 6"PVC W INV = 7.01' 10"CLAY S INV=6.58' 10"CLAY N INV=6.55'
N 1131223.4069 E 875997.4734
TOP-10.54' 6" PVC W INV = 6.85' IN
N 1131036.3454 E 875881.8310
N 1131035.8040 E 876060.7246
N 1131035.9634 E 876028.8855
N 1131035.5685 E 876197.2572
2" PVC WATER MAIN
12" RCP N.E. TAPPING SLEEVE, VALVE AND 4" GATE VALVE
6" PVC WATER METER AND 4" GATE VALVE
2" PVC WATER METER AND 4" GATE VALVE
EXIST 6" PVC SAN SEWER
EXIST 12" PVC SAN SEWER
EXIST 6" CIP WM
EXIST 8" PVC SAN SEWER
EXIST 10" PVC SAN SEWER
EXIST 12" PVC SAN SEWER
EXIST 8" PVC SAN SEWER
EXIST 6" PVC SAN SEWER
EXIST 10" PVC SAN SEWER
EXIST 8" PVC SAN SEWER
EXIST 6



Calculation Summary							
Project: INDIAN RIVER VILLAS SITE 08-23-2018							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE	Illuminance	Fc	0.06	0.5	0.0	N.A.	N.A.
DRIVE	Illuminance	Fc	1.27	3.5	0.5	2.54	7.00
PARKING	Illuminance	Fc	1.86	3.4	1.0	1.86	3.40

Luminaire Schedule										
Project: INDIAN RIVER VILLAS SITE 08-23-2018										
Symbol	Qty	Label	Description	Lumens/Lamp	LLD	LDD	BF	LLF	Lum. Watts	Total Watts
	4	SA	PHILIPS LUMEC AT50-55W48LED4K-G2-LE4F-HS POLE MOUNT 16' AFG	N.A.	0.900	0.900	1.000	0.810	54	216

SITE PHOTOMETRIC PLAN

1/2"=1'-0" NORTH

PERMIT ISSUED -
CONSTRUCTION ISSUED -

revision | date

KAMM Consulting
1408 Orange Avenue
Fort Pierce, Florida 34950
Phone 954.448.0792
jmayr@kammconsulting.com
Certification of Authorization #8189
PRINCIPAL
Brady L Brown
Florida License #58232

8-27-18
date
signed

project title:
INDIAN RIVER VILLAS
CITRUS AVE / INDIAN RIVER DR., FORT PIERCE, FLORIDA

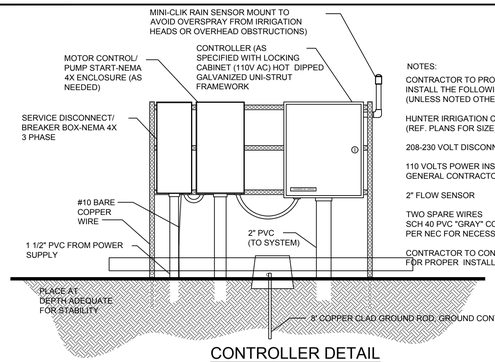
sheet title:
SITE PHOTOMETRIC PLAN

projt. no.: 2018-0684
project manager: JM
checked by: BB
scale: AS NOTED
date: 08/27/2018

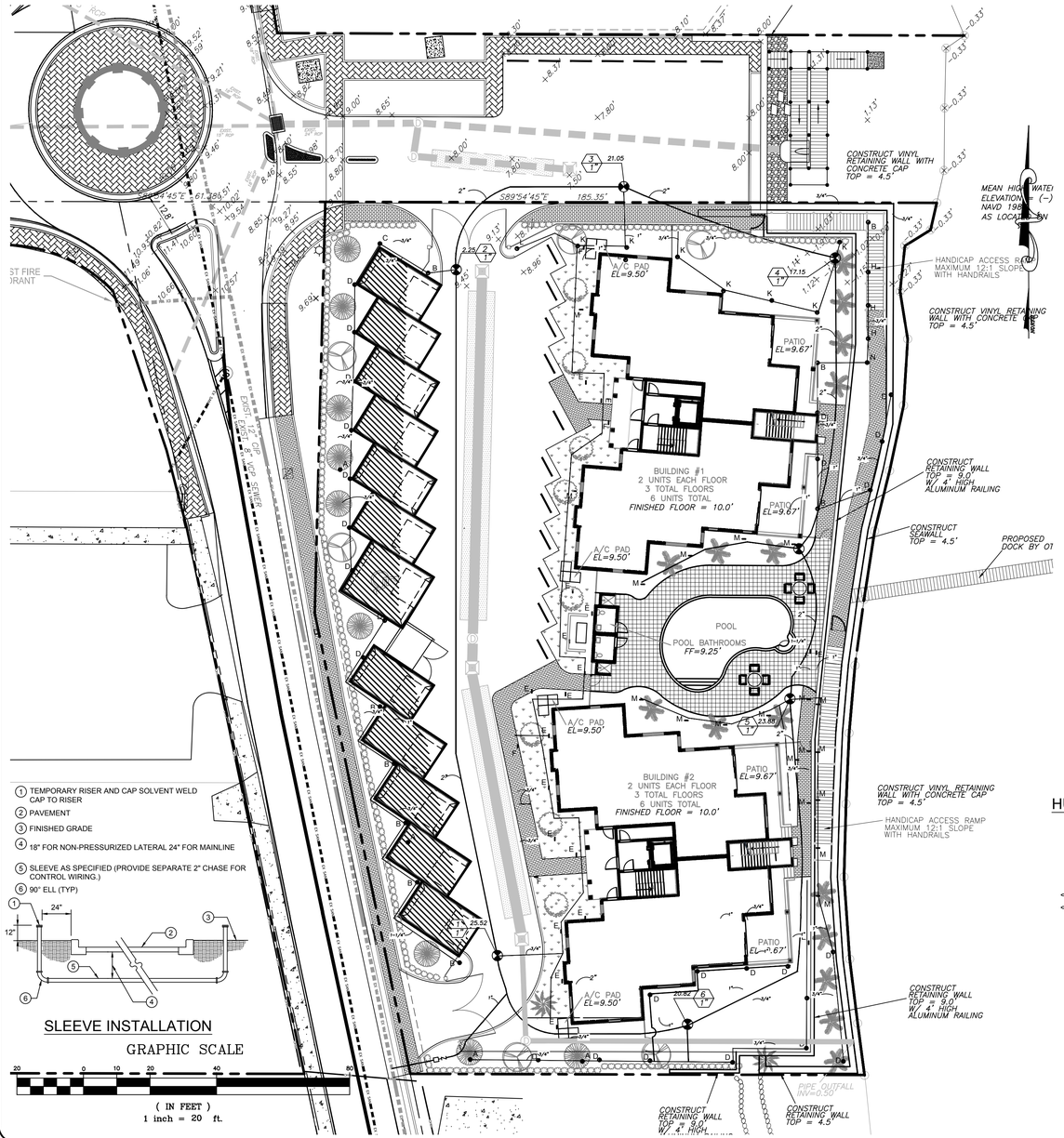
sheet
E1.1
project

IRRIGATION NOTES

1. DO NOT SCALE PLAN FOR EXACT HEAD LOCATION.
2. SPRINKLER HEADS SHALL BE PLACED ON RISERS IN SHRUB AREAS. RISERS SHALL BE PAINTED FLAT BLACK.
3. THE CONTRACTOR SHALL MAKE ALL ADJUSTMENTS TO THE IRRIGATION SYSTEM TO INSURE 100% COVERAGE.
4. THE CONTRACTOR SHALL RUN 3 ADDITIONAL SETS OF WIRES IN EACH DIRECTION TO EACH END OF THE MAIN FOR FUTURE USE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HARD WIRING THE ELECTRICAL SERVICE CONNECTIONS.
6. THE FINAL LOCATION OF ALL COMPONENTS SHALL BE SUBJECT TO APPROVAL BY THE OWNER.
7. ALL MAIN LINE SLEEVE LOCATIONS ARE ACCOMPANIED WITH A 2" ELECTRICAL CHASE FOR THE CONTROL WIRING.
8. VELOCITY SHALL NOT EXCEED A FLOW RATE OF 5' PER SECOND.
9. 4" POP-UP HEADS SHALL BE USED IN SODDED AREAS AND 12" POP-UP HEADS SHALL BE USED IN LANDSCAPED AREAS.
10. LOCATION OF IRRIGATION MAIN LINE AND VALVES IS FOR CLARITY ONLY. ACTUAL LOCATION OF MAIN LINE SHALL BE 6" OFF BACK OF CURB WHERE POSSIBLE. ACTUAL LOCATION OF VALVES SHALL BE IN THE NEAREST LANDSCAPE AREA.
11. SPRINKLER HEADS SHALL BE 12" MIN. FROM THE EDGE OF THE SIDEWALKS AND WALKWAYS.
12. IRRIGATION SYSTEM DESIGN PARAMETERS; 30GPM @ 30PSI



CONTROLLER DETAIL



1. TEMPORARY RISER AND CAP SOLVENT WELD CAP TO RISER
2. PAVEMENT
3. FINISHED GRADE
4. 18" FOR NON-PRESSURIZED LATERAL 24" FOR MAINLINE
5. SLEEVE AS SPECIFIED (PROVIDE SEPARATE 2" CHASE FOR CONTROL WIRING.)
6. 90° ELL (TYP)

SLEEVE INSTALLATION

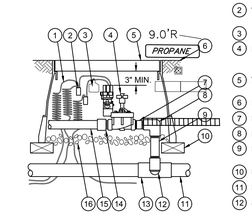
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

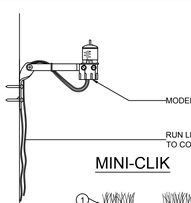
IRRIGATION EQUIPMENT SCHEDULE

SYMBOL	DESCRIPTION	QTY.
A	HUNTER RZWS–10–25–CV 10" ROOT ZONE WATERING SYSTEM WITH CHECK VALVE, 0.25 GPM	9
B	HUNTER PROS–04–CV–15–Q PRO SPRAY 4" POP–UP WITH CHECK VALVE 15' R. 90° PATTERN	7
C	HUNTER PROS–04–CV–15–TQ PRO SPRAY 4" POP–UP WITH CHECK VALVE 15' R. 270° PATTERN	1
D	HUNTER PROS–04–CV–15–H PRO SPRAY 4" POP–UP WITH CHECK VALVE 15' R. 180° PATTERN	17
E	HUNTER PROS–04–CV–RCS–515 PRO SPRAY 4" POP–UP WITH CHECK VALVE RIGHT CORNER STRIP 5'x15' PATTERN	19
F	HUNTER PROS–04–CV–LCS–515 PRO SPRAY 4" POP–UP WITH CHECK VALVE LEFT CORNER STRIP 5'x15' PATTERN	8
G	HUNTER PROS–04–CV–10–Q PRO SPRAY 4" POP–UP WITH CHECK VALVE 10' R. 90° PATTERN	2
H	HUNTER PROS–04–CV–10–H PRO SPRAY 4" POP–UP WITH CHECK VALVE 10' R. 180° PATTERN	3
J	HUNTER PROS–04–CV–12–H PRO SPRAY 4" POP–UP WITH CHECK VALVE 12' R. 180° PATTERN	1
K	HUNTER PROS–04–CV–17–H PRO SPRAY 4" POP–UP WITH CHECK VALVE 17' R. 180° PATTERN	6
L	HUNTER PROS–04–CV–17–Q PRO SPRAY 4" POP–UP WITH CHECK VALVE 17' R. 90° PATTERN	2
M	HUNTER PROS–04–CV–SS–530 PRO SPRAY 4" POP–UP WITH CHECK VALVE SIDE STRIP 5'x30' PATTERN	14
N	HUNTER PROS–04–CV–10–TQ PRO SPRAY 4" POP–UP WITH CHECK VALVE 10' R. 270° PATTERN	1
P	HUNTER PROS–04–CV–17–TQ PRO SPRAY 4" POP–UP WITH CHECK VALVE 17' R. 270° PATTERN	1
R	HUNTER PROS–04–CV–15–F PRO SPRAY 4" POP–UP WITH CHECK VALVE 15' R. 360° PATTERN	1
	HUNTER PGV–100G ELECTRIC REMOTE CONTROL VALVE, 1" PLASTIC GLOBE VALVE	6
C	HUNTER PC–900 ELECTROMECHANICAL CONTROLLER, 9 STATIONS, OUTDOOR MODEL	1
R	HUNTER MINI–CLIK RAIN SENSOR, MOUNT AS NOTED	1
BF	FABCO 785 1" PRESSURE VACUUM BREAKER, INSTALL PER MANUFACTURER'S RECOMMENDATIONS	1
FS	HUNTER FLOW–CLIK–200 FLOW SENSOR WITH INTERFACE PANEL, 2" SCHEDULE 40 SENSOR BODY, 24 VAC, 2 AMP, INSTALL INTERFACE PANEL AS REQUIRED	1
	IRRIGATION MAIN LINE, PVC SCHEDULE 40	
	IRRIGATION LATERAL LINE, PVC CLASS 200 SDR 21 ONLY LATERAL TRANSITION PIPE SIZES 1" AND ABOVE AS INDICATED ON THE PLAN, WITH ALL OTHERS BEING ¾" IN SIZE	
	PIPE SLEEVE, PVC SCHEDULE 40, TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SHALL ALLOW FOR IRRIGATION PIPING AND RELATED COUPLING TO EASILY SLIDE THROUGH SLEEVE. EXTEND SLEEVE 18" BEYOND EDGES OF PAVING OR CONSTRUCTION	



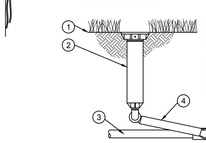
1. 30-INCH LINEAR LENGTH OF WIRE, COILED
2. WATERPROOF CONNECTION RAIN BIRD SPLICE-1 (1 OF 2)
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE:
5. VALVE BOX WITH COVER:
6. FINISH GRADE/TOP OF MULCH
7. PVC SCH 80 NIPPLE (CLOSE)
8. PVC SCH 40 ELL
9. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
10. BRICK (1 OF 4)
11. PVC MAINLINE PIPE
12. SCH 80 NIPPLE (2-INCH LENGTH; HIDDEN) AND SCH 40 ELL
13. PVC SCH 40 TEE OR ELL
14. PVC SCH 40 MALE ADAPTER
15. PVC LATERAL PIPE
16. 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

HUNTER PGV ZONE VALVE



NOTE:
MOUNT SENSOR ON SURFACE WHERE IT WILL BE EXPOSED TO UNOBSTRUCTED RAINFALL, BUT NOT IN PATH OF SPRINKLER SPRAY.

MINI-CLIK



1. FINISH GRADE/TOP OF MULCH
2. POP-UP SPRAY SPRINKLER:
3. PVC LATERAL PIPE
4. SWING ASSEMBLY:
5. PVC SCH 40 TEE OR ELL

HUNTER PROS-4Z 4" POP-UP

GENERAL IRRIGATION SPECIFICATIONS AND NOTES

A. EXTENT:

INCLUDES FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT FOR THE PROPER INSTALLATION OF THE IRRIGATION SYSTEM. THE WORK INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING: (1) TRENCHING AND BACKFILL, (2) AUTOMATICALLY CONTROLLED IRRIGATION SYSTEM, (3) TEST ALL SYSTEMS AND MAKE OPERATIVE, (4) "AS-BUILT" DRAWINGS.

B. GENERAL:

1. PERMITS AND FEES: OBTAIN ALL PERMITS AND PAY REQUIRED FEES TO ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE WORK. INSPECTIONS REQUIRED BY LOCAL ORDINANCES DURING THE COURSE OF CONSTRUCTION SHALL BE ARRANGED AS REQUIRED. ON COMPLETION OF THE WORK, SATISFACTORY EVIDENCE SHALL BE FURNISHED TO THE OWNER'S CONSTRUCTION REPRESENTATIVE TO SHOW THAT ALL WORK HAS BEEN INSTALLED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE - PLUMBING / APPENDIX 'F' AND CODE REQUIREMENTS.
2. APPROVAL: WHEREVER THE TERMS "APPROVE" OR "APPROVED" ARE USED IN THE SPECIFICATIONS, THEY SHALL MEAN THE APPROVAL OF THE OWBER'S CONSTRUCTION REPRESENTATIVE IN WRITING.
3. BEFORE ANY WORK IS STARTED, A CONFERENCE SHALL BE HELD BETWEEN THE CONTRACTOR AND THE OWNER'S CONSTRUCTION REPRESENTATIVE CONCERNING THE WORK UNDER THIS CONTRACT.
4. COORDINATION: COORDINATE AND COOPERATE WITH OTHER CONTRACTORS TO ENABLE THE WORK TO PROCEED AS RAPIDLY AND EFFICIENTLY AS POSSIBLE
5. INSPECTION OF SITE:
   A CONTRACTOR SHALL ACQUAINT HIMSELF WITH ALL SITE CONDITIONS. SUBMISSION OF HIS PROPOSAL SHALL BE CONSIDERED EVIDENCE THAT THE EXAMINATION HAS BEEN CONDUCTED. SHOULD UTILITIES NOT SHOWN ON THE PLANS BE FOUND DURING EXCAVATIONS, CONTRACTOR SHALL PROMPTLY NOTIFY THE OWNER'S CONSTRUCTION REPRESENTATIVE FOR INSTRUCTIONS AS TO FURTHER ACTION. FAILURE TO DO SO WILL MAKE CONTRACTOR LABLE FOR ANY AND ALL DAMAGE THERETO ARISING FROM HIS OPERATIONS SUBSEQUENT TO DISCOVERY OF SUCH UTILITIES NOT SHOWN IN PLANS.
   B CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS IN THE LAYOUT AS MAY BE REQUIRED TO CONNECT TO EXISTING STUB-OUTS, SHOULD SUCH STUBS NOT BE LOCATED EXACTLY AS SHOWN, AND AS MAY BE REQUIRED TO WORK AROUND EXISTING WORK AT NO INCREASE IN COST TO THE OWNER'S CONSTRUCTION REPRESENTATIVE.
6. PROTECTION OF EXISTING PLANTS AND SITE CONDITIONS: THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT SITE CONDITIONS TO REMAIN. SHOULD DAMAGE BE INCURRED, THE CONTRACTOR SHALL REPAIR THE DAMAGE TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
7. THE OWNER RESERVES THE RIGHT TO SUBSTITUTE, ADD, OR DELETE ANY MATERIAL OR WORK AS THE WORK PROGRESSES. ADJUSTMENTS TO THE CONTRACT PRICE SHALL BE NEGOTIATED IF DEEMED NECESSARY BY THE OWNER ON A PER DIEM BASIS.
8. THE OWNER RESERVES THE RIGHT TO REJECT MATERIAL OR WORK WHICH DOES NOT CONFORM TO THE CONTRACT DOCUMENTS. REJECTED WORK SHALL BE REMOVED OR CORRECTED AT THE EARLIEST TIME POSSIBLE.
9. WORK SCHEDULE: WITHIN 10 DAYS AFTER AWARD OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT TO THE OWNER A WORK SCHEDULE.
10. "AS-BUILT" IRRIGATION DRAWINGS: PREPARE AN "AS-BUILT" DRAWING ON A BLUEPRINT WHICH SHALL SHOW DEVIATIONS FROM THE BID DOCUMENTS MADE DURING CONSTRUCTION AFFECTING THE MAIN LINE PIPE, CONTROLLER LOCATIONS, REMOTE CONTROL VALVES AND QUICK COUPLING VALVES. THE DRAWINGS SHALL ALSO INDICATE AND SHOW APPROVED SUBSTITUTIONS OF TYPE, MATERIAL AND MANUFACTURERS NAME AND CATALOG NAME AND CATALOG NUMBER. THE DRAWINGS SHALL BE DELIVERED TO THE TENANT'S CONSTRUCTION REPRESENTATIVE BEFORE FINAL ACCEPTANCE OF WORK
11. FINAL ACCEPTANCE: FINAL ACCEPTANCE OF THE WORK MAY BE OBTAINED FROM THE OWNER'S CONSTRUCTION REPRESENTATIVE UPON THE SATISFACTORY COMPLETION OF ALL WORK.
12. GUARANTEE: THE CONTRACTOR SHALL PROVIDE ALL WARRANTIES, CERTIFICATIONS, GUARANTIES, AND WARRANTY BONDS AS SPECIFIED IN THE CONTRACT DOCUMENTS AND PERMIT CONDITIONS. ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT AND WORKMANSHIP. GUARANTEE SHALL ALSO COVER REPAIR OF DAMAGE TO ANY PART OF THE PREMISES RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIAL, EQUIPMENT AND WORKMANSHIP TO THE SATISFACTORY OF THE OWNER'S CONSTRUCTION REPRESENTATIVE. REPAIRS, IF REQUIRED, SHALL BE DONE PROMPTLY AT NO COST TO THE OWNER.

C. MATERIALS:

1. GENERAL: ALL MATERIALS THROUGHOUT THE SYSTEM SHALL BE NEW AND IN PERFECT CONDITION.
2. PLASTIC PIPING: ALL MAIN LINES AND LATERAL LINES SHALL BE CLASS 200 O-RING POLYVINYL CHLORIDE (PVC) PIPE AND SHALL COMPLY WITH ONE OF THE FOLLOWING STANDARDS: ASTM D 1785, ASTM D-2241, AWWA C-900, OR AWWA C-905. SDR-PR PIPE SHALL HAVE A MINIMUM WALL THICKNESS AS REQUIRED BY SDR-26. PVC GASKETS FITTINGS SHALL CONFORMING TO ASTM D 3139. GASKETS SHALL CONFORM TO ASTM F 477. SOLVENT-WELD PVC FITTINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2466. THREADED PVC PIPE FIRINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2464. CONFORMING TO ASTM D-1784 AND D-2241.
3. PLASTIC FITTINGS: ALL SOLVENT-WELD PVC FITTINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2466. SCHEDULE 40 SOLVENT-WELD, POLYVINYL CHLORIDE (PVC) STANDARD WEIGHT AS MANUFACTURED BY SLOANE, LASCO, OR APPROVED EQUAL.
4. SOLVENT CEMENT: PVC CEMENT SHALL MEET ASTM D 2564 AND PVC CLEANER-TYPE ALL MEET ASTM F 656.
5. SPRINKLER HEAD RISERS: SCHEDULE 40 PVC FOR RISERS. PIPE SHALL BE CUT WITH A STANDARD PIPE CUTTING TOOL WITH SHARP CUTTERS. REAM ONLY TO FULL DIAMETER OF PIPE AND CLEAN ALL ROUGH EDGES OR BURRS. CUT ALL THREADS ACCURATELY WITH SHARP DIES. NOT MORE THAN THREE(3) FULL THREADS SHALL SHOW BEYOND FITTINGS WHEN PIPE IS MADE UP. ASSEMBLIES SHALL BE AS DETAILED.
6. AUTOMATIC CONTROLLERS: SEE LEGEND
7. REMOTE CONTROL VALVES: SEE LEGEND
8. CONTROL WIRING: 24 VOLT SOLID UL APPROVED FOR DIRECT BURIAL IN GROUND. MINIMUM WIRE SIZE: 14 GAUGE. ALL SPLICES SHALL BE MADE WITHIN VALVE BOX.
9. SLEEVES FOR CONTROL WIRING: UNDER ALL WALKS AND PAVED AREAS AND WHERE INDICATED ON DRAWINGS. MINIMUM PVC 1220-200 PSI PLASTIC PIPE.
10. SPRINKLER HEADS: SEE LEGEND
11. QUICK COUPLING VALVES: SHALL BE NOTED ON DRAWINGS.

D. WORKMANSHIP:

1. LAY OUT WORK AS ACCURATELY AS POSSIBLE TO THE DRAWINGS. THE DRAWINGS, THOUGH CAREFULLY DRAWN, ARE GENERALLY DIAGRAMMATIC TO THE EXTENT THAT SWING JOINTS, OFFSETS, AND ALL FITTINGS ARE NOT SHOWN.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULL AND COMPLETE COVERAGE OF ALL IRRIGATED AREAS AND SHALL MAKE ANY NECESSARY MINOR ADJUSTMENTS AT NO ADDITIONAL COST TO THE OWNER'S CONSTRUCTION REPRESENTATIVE.
3. ANY MAJOR REVISIONS TO THE IRRIGATION SYSTEM MUST BE SUBMITTED AND ANSWERED IN WRITTEN FORM, ALONG WITH ANY CHANGE IN CONTRACT PRICE.

E. INSTALLATION:

1. EXCAVATION AND TRENCHING:
   A PERFORM ALL EXCAVATIONS AS REQUIRED FOR THE INSTALLATION OF THE WORK INCLUDING UNDER THIS SECTION, INCLUDING SHORING OF EARTH BANKS TO PREVENT CAVE-INS. RESTORE ALL SURFACES, EXISTING UNDERGROUND INSTALLATIONS, ETC., DAMAGED OR CUT AS A RESULT OF THE EXCAVATIONS TO AND IN A MANNER APPROVED BY THE OWNER.
   B TRENCHES SHALL BE MADE WIDE ENOUGH TO ALLOW A MINIMUM OF 6 INCHES BETWEEN PARALLEL PIPE LINES. TRENCHES FOR PIPE LINES SHALL BE MADE OF SUFFICIENT DEPTHS TO PROVIDE THE MINIMUM COVER FROM FINISH GRADE AS FOLLOWS:
      1) 18" MINIMUM COVER OVER IRRIGATION LINES FOR VEHICLE TRAFFIC AREAS.
      2) MINIMUM COVER OVER IRRIGATION LINES TO HEADS EXCEPT VEHICLE TRAFFIC AREAS ARE AS FOLLOWS:

1" - 1½"	=	6" COVER
2" - 3"	=	12" COVER
4" - 6"	=	18" COVER
> 6"	=	24" COVER

   C MAINTAIN ALL WARNING SIGNS, SHORING, BARRICADES, FLARES AND RED LANTERNS AS REQUIRED BY THE SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY AND LOCAL ORDINANCES.
2. PIPE LINE ASSEMBLY:
   A INSTALL REMOTE CONTROL VALVES WHERE SHOWN AND GROUP TOGETHER WHERE PRACTICAL, PLACE NO CLOSER THAN 12 INCHES TO WALK EDGES, BUILDINGS AND WALLS.
   B PLASTIC PIPE AND FITTINGS SHALL BE SOLVENT WELDED USING SOLVENTS AND METHODS RECOMMENDED BY MANUFACTURER OF THE PIPE, EXCEPT WHERE SCREWED CONNECTIONS ARE REQUIRED. PIPE AND FITTINGS SHALL BE THOROUGHLY CLEANED OF DIRT, DUST AND MOISTURE BEFORE APPLYING SOLVENT WITH A NON-SYNTHETIC BRISTLE BRUSH.
   C PIPE MAY BE ASSEMBLED AND WELDED ON THE SURFACE. SNAKE PIPE FROM SIDE TO SIDE OF TRENCH BOTTOM TO ALLOW FOR EXPANSION AND CONTRACTION.
   D MAKE ALL CONNECTIONS BETWEEN PLASTIC PIPE AND METAL VALVES OR STEEL PIPE WITH THREADED FITTINGS USING PLASTIC MALE ADAPTERS.
3. SPRINKLER HEADS:
   A INSTALL ALL SPRINKLERS AS DETAILED ON DRAWINGS.
   B DO NOT SCALE PLANS FOR EXACT HEAD LOCATION.
   C PROVIDE A MINIMUM OF 12" BETWEEN SPRINKLERS AND PAVEMENT AND 12 INCHES BETWEEN SPRINKLERS AND BUILDINGS.
4. CLOSING OF PIPE AND FLUSHING LINES:
   A CAP OR PLUG ALL OPENINGS AS SOON AS LINES HAVE BEEN INSTALLED TO PREVENT THE ENTRANCE OF MATERIALS THAT WOULD OBSTRUCT THE PIPE. LEAVE IN PLACE UNTIL REMOVAL IS NECESSARY FOR COMPLETION OF INSTALLATION.
   B THOROUGHLY FLUSH OUT ALL WATER LINES BEFORE INSTALLING HEADS, VALVES AND OTHER HYDRANTS.
   C TEST IN ACCORDANCE WITH PARAGRAPH ON HYDROSTATIC TESTS.
   D UPON COMPLETION OF THE TESTING, THE CONTRACTOR SHALL COMPLETE ASSEMBLY AND ADJUST SPRINKLER HEADS FOR PROPER DISTRIBUTION.
5. INSPECTIONS:
   A SPRINKLER LAYOUT AND SPACING INSPECTION: VERIFICATION THAT THE IRRIGATION DESIGN IS ACCURATELY INSTALLED IN THE FIELD. IT WILL ALSO PROVIDE FOR ALTERATION OR MODIFICATION OF THE SYSTEM TO MEET FIELD CONDITIONS. SPACING SHOULD BE WITHIN 5% OF THE DESIGN SPACING.
   B PIPE INSTALLATION DEPTH INSPECTION: ALL PIPES IN THE SYSTEM SHALL BE INSTALLED TO DEPTHS AS PREVIOUSLY DESCRIBED IN SECTION 'E' OF THESE SPECIFICATIONS.
   C OPEN TRENCH INSPECTION: THE TRENCH AND ALL JOINTS AND EVERY TRANSITION IN PIPE SIZE, WILL BE OPEN WHERE OPEN TRENCH INSPECTION IS REQUIRED.
   D INSPECTIONS WILL BE PERFORMED THROUGHOUT THE DURATION OF THE INSTALLATION AND WILL BE MADE BY THE GOVERNING AGENCY AND/OR THE OWNER AND ENGINEERS TO ENSURE COMPLIANCE WITH DESIGN INTENT, SPECIFICATIONS, AND THE IRRIGATION CODES.
6. HYDROSTATIC TESTS:
   A REQUEST THE PRESENCE OF THE OWNER AND ENGINEER IN WRITING AT LEAST 48 HOURS IN ADVANCE OF TESTING.
   B TESTING TO BE ACCOMPLISHED AT THE EXPENSE OF THE CONTRACTOR AND IN THE PRESENCE OF THE OWNER AND ENGINEER.
   C CENTER LOAD PIPING WITH SMALL AMOUNT OF BACKFILL TO PREVENT ARCHING OR SLIPPING UNDER PRESSURE.
   D APPLYING A CONTINUOUS AND STATIC WATER PRESSURE OF 125 PSI WHEN WELDED PLASTIC JOINTS HAVE CURED AT LEAST 3 HOURS AND WITH THE RISERS CAPPED AS FOLLOWS:
      1) MAIN LINES AND SUB-MAINS TO BE TESTED FOR 2 HOURS.
   E FOR PVC AND O-RING GASKET PIPE THE ALLOWABLE LEAKAGE SHALL NOT EXCEED THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FOLLOWING FORMULA:

$$\frac{L=ND(P)}{7400}$$

      IN WHICH: L = ALLOWABLE LEAKAGE, IN GALLONS PER HOUR
      N = NUMBER OF JOINTS
      D = PIPE DIAMETER IN INCHES
      P = AVERAGE TEST PRESSURE IN PSI GAUGE
   F REPAIR LEAKS RESULTING FROM TESTS.
7. AUTOMATIC CONTROLLERS:
   A CONNECT REMOTE CONTROL VALVES TO CONTROLLER IN A CLOCKWISE SEQUENCE TO CORRESPOND WITH STATION SETTING BEGINNING WITH STATIONS 1, 2, 3, ETC.
8. AUTOMATIC CONTROL WIRING:
   A INSTALL CONTROL WIRING, SPRINKLER MAINS AND LATERALS IN COMMON TRENCHES WHEREVER POSSIBLE.
   B INSTALL CONTROL WIRES AT LEAST 18" BELOW FINISH GRADE AND LAY TO THE SIDE AND BELOW THE MAIN LINE. PROVIDE LOOPED SLACK AT VALVES AND SNAKE WIRES IN TRENCH TO ALLOW FOR CONTRACTION OF WIRES TIE WIRES IN BUNDLES AT INTERVALS.
   C CONTROL WIRE SPLICES WILL BE ALLOWED ONLY RUNS OVER 1000 FT. CONNECTIONS SHALL BE AS DETAILED.
   D ALL WIRING PASSING UNDER EXISTING OR FUTURE PAVING, CONSTRUCTION, ETC., SHALL BE ENCASED IN PLASTIC OR GALVANIZED STEEL CONDUIT EXTENDING AT LEAST 12" BEYOND EDGES OF PAVING OR CONSTRUCTION.
9. BACKFILL AND COMPACTING:
   A AFTER SYSTEM IS OPERATING AND REQUIRED TESTS AND INSPECTIONS HAVE BEEN MADE, BACKFILL EXCAVATIONS AND TRENCHES WITH CLEAN SOIL, FREE OF RUBBISH. INITIAL BACKFILL MATERIAL TO 6 INCHES ABOVE THE TOP OF PIPE SHALL BE FREE OF ROCKS OR STONES LARGER THAN ONE INCH IN DIAMETER FINAL BACKFILL MATERIAL SHALL BE FREE OF ROCKS OR STONES LARGER THAN 3 INCHES IN DIAMETER.
   B BACKFILL FOR ALL TRENCHES, REGARDLESS OF THE TYPE OF PIPE COVERED, SHALL BE COMPACTED TO MINIMUM 95% DENSITY.
   C COMPACT TRENCHES IN AREAS TO BE PLANTED BY THOROUGHLY FLOODING THE BACKFILL. JETTING PROCESS MAY BE USED IN THOSE AREAS.
   D DRESS OFF ALL AREAS TO FINISH GRADES.

F. CLEAN-UP:

1. REMOVE FROM THE SITE ALL DEBRIS RESULTING FROM WORK OF THIS SECTION.

G. SUBMITTALS:

1. FOR ALL SITE WORK CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT PRODUCT DATA IN THE FORM OF MANUFACTURERS' CUT SHEETS AND CATALOG DATA FOR ALL PRODUCTS, MATERIAL AND EQUIPMENT CLEARLY INDICATING THE SPECIFIC PART OR PRODUCT CATALOG NUMBER(S) FOR APPROVAL.
2. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL PRODUCTS, MATERIALS AND EQUIPMENT REQUIRED TO BE FABRICATED, OR WHEN STANDARD PUBLISHED PRODUCT DATA IS NOT SUITABLE FOR USE.
3. SUBMIT 6 COPIES OF REQUESTED INFORMATION, NEATLY BOUND AND INDEXED PER CATEGORY FOR THE FOLLOWING:
   IRRIGATION:
   ALL LINES, SYSTEM EQUIPMENT COMPONENTS, MATERIALS INCLUDING PIPES, VALVES, FITTINGS, SPRINKLER HEADS, AND MISCELLANEOUS APPURTENANCES.
4. ALLOW TWO WEEKS FOR THE ENGINEER TO COMPLETE REVIEW AND APPROVAL OF PRODUCT DATA,COORDINATION DRAWINGS AND SHOP DRAWINGS. ENGINEER WILL NOT BE RESPONSIBLE FOR PROJECT DELAYS RELATED TO DELIVERY AND TRANSMISSION OF THE INFORMATION AND DOCUMENTATION ONCE INFORMATION HAS LEFT ENGINEER'S OFFICE. ITEMS REQUIRING A LONG LEAD TIME SHOULD BE SUBMITTED AS SOON AS POSSIBLE.
5. CONTRACTOR SHALL PROVIDE THE OWNER WITH OPERATION AND MAINTENANCE MANUALS FOR ALL OPERABLE EQUIPMENT (PUMP STATIONS AND CONTROLS, AUTOMATIC CONTROLLERS, CONTROL VALVES, AND ALL OTHER IRRIGATION SYSTEM COMPONENTS ETC.).
6. OPERATION AND MAINTENANCE MANUALS SHALL BE SUBMITTED AS A PRE-REQUISITE TO THE PROJECT BEING DEEMED SUBSTANTIALLY COMPLETE.

IRRIGATION SCHEDULE

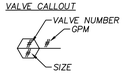
ZONE	GPM/ZONE	DURATION	DAYLIGHT SAVINGS TIME	EASTERN STANDARD TIME
1	25.52	15 MINUTES	TUESDAY AND FRIDAY	TUESDAY
2	2.25	15 MINUTES	TUESDAY AND FRIDAY	TUESDAY
3	21.05	15 MINUTES	TUESDAY AND FRIDAY	TUESDAY
4	17.15	15 MINUTES	TUESDAY AND FRIDAY	TUESDAY
5	23.88	15 MINUTES	TUESDAY AND FRIDAY	TUESDAY
6	20.82	15 MINUTES	TUESDAY AND FRIDAY	TUESDAY

NOTES:
1. OPTIMUM START TIME FOR THE IRRIGATION SYSTEM IS 4:00 AM.
2. TOTAL RUN TIME FOR THE SYSTEM IS 90 MINUTES (1 HOUR AND 30 MINUTES).
3. WATER WINDOW IS FROM 12:01 AM AND 10:00 AM.

SLEEVE SIZE SCHEDULE

PIPE SIZE (CLASS 200)	SLEEVE SIZE (SCHEDULE 40)
3/4"	1-1/2"
1"	2"
1-1/4"	2-1/2"
1-1/2"	3"
2"	4"
2-1/2"	6"

VALVE CALLOUT



SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 6626/6586
1717 INDIAN RIVER BLVD. VERO BEACH, FLORIDA 32960
TEL 772/770-6622 FAX 772/770-9498 EMAIL info@sbsengineers.com

ALL DRAWINGS ARE THE PROPERTY OF THE ENGINEER AND SHALL NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. UNAUTHORIZED USE IS PROHIBITED PURSUANT TO THE COPYRIGHT LAWS.

REVISIONS	DATE

PERMITTING SET	DATE
SUBMITTED	01.29.18
SUBMITTED	02.26.18
SUBMITTED	03.26.18
SUBMITTED	04.26.18
SUBMITTED	05.25.18
SUBMITTED	06.25.18

IRRIGATION PLAN

INDIAN RIVER VILLAS

ENGINEER CERTIFICATION
☐ ROBERT W. SCHULKE, P.E. NO. 36,140
☐ SEAN B. BITTLE, P.E. NO. 57,585
☐ WILLIAM P. STODDARD, P.E. NO. 62,765

DATE:

SHEET
7B

PROJECT NO.
18–120

EROSION CONTROL NOTES

1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UP-SLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE CONTRACTOR IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY SIGNIFICANT RAINFALL, (½" OR GREATER) SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME, SLOPE DRAIN STRUCTURE OR APPROVED CONTROL.
8. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM WATER SYSTEM, DITCH OR CHANNEL. ALL STORM WATER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
9. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS,PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND-DISTURBING ACTIVITIES.
12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION.
14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NUMBERS 101, 102 AND 103 OF F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS, IN ADDITION TO THESE PLANS.
15. CONTRACTOR IS RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES, RAINFALL RUN-OFF OR DEWATERING ACTIVITIES.
16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY REQUIREMENTS.
17. POLLUTION PREVENTION PLAN IS A <u>MINIMUM</u> GUIDELINE ONLY. ADDITIONAL BMP'S MAYBE NECESSARY AT CONTRACTOR'S EXPENSE. NOI TO BE POSTED ON SITE.
18. NO TURBID DISCHARGE, TURBIDITY READINGS ARE REQUIRED ONCE A WEEK AND MUST BE REPORTED TO THE PROJECT ENGINEER.
19. DEWATERING ACTIVITIES:
    A. DISCHARGE MUST NOT EXCEED STATE WATER QUALITY STANDARDS.
    B. CONTRACTOR MUST HAVE OR OBTAIN A TRANSFERABLE SJRWMD CONSUMPTIVE USE PERMIT KNOWN AS A "NOTICED GENERAL PERMIT FOR SHORT TERM CONSTRUCTION DE-WATERING". UNLESS DEWATERING ACTIVITIES WILL RESULT IN LESS THAN 300,000 GPD FOR 30 DAYS OR LESS.
    C. NO HYDRAULIC PUMPS MAY BE USED FOR DEWATERING UNLESS APPROVED BY THE WATER MANAGEMENT DISTRICT FOR THAT AREA. DEWATERING EXISTING STORMWATER RETENTION AREAS (PONDS/LAKES) MAY BE EXEMPT FROM THIS CONDITION. CONTRACTOR TO CONFIRM WITH SJRWMD.
    D. NO TURBID DISCHARGE. TURBIDITY READINGS ARE REQUIRED ONCE A WEEK AND MUST BE REPORTED TO THE PROJECT ENGINEER AND TO CITY OF FT. PIERCE.
20. SEE ADDITIONAL DETAILS, SPECIFICATIONS AND REQUIREMENTS OF SHEET 4, 11-13.

STORMWATER POLLUTION PREVENTION PLAN

A SITE PLAN MUST BE DEVELOPED AND MUST CONTAIN, AT A MINIMUM, THE FOLLOWING INFORMATION:
1. DRAINAGE PATTERNS,- SEE SURVEY AND DRAINAGE PLAN SHEET 3 & 7.
2. APPROXIMATE SLOPES AFTER MAJOR GRADING ACTIVITIES - SEE SHEET 7.
3. AREAS OF SOIL DISTURBANCE, - SEE SHEETS 2, AND THIS SHEET.
4. OUTLINE ALL AREAS THAT ARE NOT TO BE DISTURBED - N/A.
5. LOCATION OF ALL MAJOR STRUCTURAL AND NON-STRUCTURAL CONTROLS,-THIS SHEET.
6. THE LOCATION OF EXPECTED STABILIZATION PRACTICES, -THIS SHEET.
7. NO WETLANDS AND SURFACE WATERS .
8. LOCATIONS WHERE STORMWATER MAY DISCHARGE TO A SURFACE WATER OR MS4. SEE SHEET 7.

DESCRIBE THE NATURE OF THE CONSTRUCTION ACTIVITY:
DEMOLITION, LAND CLEARING, EARTHWORK, PAVING AND UTILITY WORK FOR BUILDING, PARKING AND SITE IMPROVEMENTS.

DESCRIBE THE INTENDED SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:
1. SITE PREPARATION AND STABILIZE CONSTRUCTION ENTRANCE.
2. INSTALL SILT FENCE AROUND PERIMETER OF SITE. INSTALL TURBIDITY BARRIERS AT ALL OUTFALL LOCATIONS. CLEAR LAND. CONSTRUCT BERM ON PERIMETER AND TEMPORARY SWALES AS SHOWN ON PLANS. BERM SHALL BE CONSTRUCTED USING INITIAL IMPORTED FILL MATERIAL. THE BERM AND SWALE SHALL BE SEEDED.

TOTAL AREA OF THE SITE: 0.975 ACRES
TOTAL AREA OF THE SITE TO BE DISTURBED: 0.975 ACRES

EXISTING DATA DESCRIBING THE SOIL OR QUALITY OF ANY STORMWATER DISCHARGE:
SEE SOIL BORINGS BY SHEETS 2. NO DISCHARGE FROM DISTURBED AREAS IS ANTICIPATED.

DRAINAGE AREA SIZE FOR EACH DISCHARGE POINT:
ENTIRE SITE = 0.975 ACRES

LATITUDE AND LONGITUDE OF THE SITE:
LATITUDE = N 27° 26' 38.6"
LONGITUDE = W 80° 19' 19.0"

BEST MANAGEMENT PRACTICES (BMPS) AND MEASURES THAT WILL BE IMPLEMENTED AT THE CONSTRUCTION SITE AND TIME FRAMES IN WHICH THE CONTROLS WILL BE IMPLEMENTED:
THE CONTRACTOR WILL USE HAY BALES, SILT FENCE, FILTER BARRIERS, AND OTHER BMPS. THE TIME FRAMES FOR CLEARING, EARTHWORK, AND ANTICIPATED BMP'S ARE:

1. INSTALL SILT FENCE AT PERIMETER OF SITE AND SILT BARRIERS AT DOWNSTREAM DITCHES/SWALES.
2. CLEAR/GRUB AREA NECESSARY FOR TEMPORARY GRAVEL DRIVEWAY AND ADJACENT SWALE.
3. CONSTRUCT TEMPORARY GRAVEL DRIVEWAY WITH SWALE, AND GRADE/SOD SWALE AT ENTRANCE.
4. CLEAR BALANCE OF SITE.
5. CONSTRUCT 12" RCP AND MITERED END SECTIONS.
6. IMPORT FILL MATERIAL:
   -CONSTRUCT CONTAINMENT BERMS . SEED/MULCH BERMS.
   -FILL BALANCE OF SITE.
7. MAINTAIN DOWNSTREAM SILT BARRIERS AND PERIMETER SILT FENCE, DURING CONSTRUCTION.
8. INCORPORATE ADDITIONAL BMP'S WHEN NEEDED DURING THE COURSE OF CONSTRUCTION.
   -POLLYWADDLE/ SILT FENCE/ FILTER SACKS AS INLETS AND PIPES ARE INSTALLED.
   -PROVIDE STOCKPILE PROTECTION, CONCRETE/ STUCCO WASH AREAS, AND OTHER BMP'S WHEN NECESSARY TO CONTAIN PROPOSED WORK.

TEMPORARY AND PERMANENT STABILIZATION PRACTICES:
-TEMP. HAY BALES/SLIT FENCES/FLOATING TURBIDITY BARRIERS PER PLAN. FILTER FABRIC SHALL BE PLACED UNDER THE ROCK GRAVEL DRIVEWAY, AT ALL SWALE OUTFALLS, AND RETENTION POND OUTFALLS.
-PERM. SEEDED/MULCHED,SOD. CONTROLLED GRADING AND DRAINAGE TO DETENTION BASINS.
-STABILIZE ALL DE-NUDED AREAS IF LEFT UNDISTURBED FOR MORE THAN 7 DAYS - USE RYE GRASS PER MANUFACTURER'S APPLICATION RATES, AND MULCHED WITH STRAW AT 4000 LB PER ACRE.

STRUCTURAL CONTROLS TO BE IMPLEMENTED TO DIVERT STORMWATER FLOW FROM RECEIVING WATERS:
-TEMP. GRAVEL ENTRANCE ROAD, GRADED TO DRAIN TO A TEMPORARY SEDIMENT SWALE OR RETENTION AREA.
-TEMP. DRAINS TO RETENTION PONDS
-TEMP. BERMS AT PROJECT PERIMETER - PER PLAN.
-INLETS/OUTLETS WILL BE PROTECTED WITH FILTER FABRIC AND PROPERLY INSTALLED HAY BALES.
-SILT FENCE SHALL BE PLACED AROUND THE ENTIRE PERIMETER OF DISTURBED AREAS.
-A DOUBLE ROW OF SILT FENCE WILL BE PROVIDED AROUND ALL STOCK PILE AREAS.

PERMANENT STORMWATER MANAGEMENT CONTROLS SUCH AS, DETENTION OR RETENTION SYSTEMS OR VEGETATED SWALES.
-WET DETENTION SYSTEMS INCORPORATED AS PERMANENT BMP FOR WATER QUALITY CONTROL.

DESCRIBE IN DETAIL CONTROLS FOR THE FOLLOWING POTENTIAL POLLUTANTS:
<u>WASTE DISPOSAL:</u>
-ON SITE WASTE WILL BE CONTAINERIZED, CONTRACTOR IS RESPONSIBLE FOR RECYCLING ALL WASTE MATERIALS, WITH A MINIMUM REQUIREMENT OF 75%.
-CONCTERE/ STUCCO WASH AREA SHALL BE PROVIDED.
-STOCKPILE AREAS SHALL BE PROTECTED WITH SILT FENCE AND STABILIZED/ SEEDED IF LEFT UNATTENDED FOR MORE THAN 7 DAYS.

OFFSITE VEHICLE TRACKING:
-PROVIDE HARD SURFACE AT TEMP. DRIVEWAY (ROCK/GRAVEL DRIVEWAY).
-REGULAR MAINTENANCE OF ADJACENT ROAD RIGHT OF WAY, INCLUDING STREET SWEEPING, & RUT REPAIR IN NON-PAVED AREAS.

APPLICATION RATES OF ALL FERTILIZERS, HERBICIDES AND PESTICIDES:
-NONE PROPOSED.

STORAGE, APPLICATION, GENERATION AND MIGRATION OF ALL TOXIC SUBSTANCES:
-NONE PROPOSED.

DESCRIPTION OF THE MAINTENANCE PLAN FOR ALL STRUCTURAL AND NON-STRUCTURAL CONTROLS.
-CONTRACTOR SHALL HAVE SWPPP COMPONENTS INSPECTED BY A FDEP CERTIFIED INSPECTOR AND MAINTAIN ALL CONTROLS DAILY, AND HAVE WEEKLY SWPPP INSPECTION REPORTS PREPARED, AND WITHIN 24 HOURS OF THE END OF ANY RAINFALL EVENT THAT IS ½" OR GREATER.
-ENGINEER SHALL INSPECT PERIODICALLY.

<u>NOTES:</u>
1. THIS PLAN (SHEETS 4 AND 5), COPY OF FDEP NOI (STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES) AND ALL REQUIRED INSPECTION REPORTS, TESTS, AND ALL OTHER DOCUMENTATION SHALL BE KEPT AT THE PROJECT SITE.
2. THE FOLLOWING CERTIFICATION SHALL BE COMPLETED BY AL CONTRACTORS/ SUB-CONTRACTORS RESPONSIBLE FOR ANY PORTION OF THE IMPLEMENTATION OF THE S.W.P.P.P.:

CERTIFICATION:
" I CERTIFY UNDER THE PENALTY OF LAW THAT I UNDERSTAND AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER,"

SWPPP DESCRIPTION OF WORK/ RESPONSIBILITY	NAME TITLE	CONTRACTOR OR SUB CONTRACTOR (NAME, ADDRESS, PHONE)	NAME/SIGNATURE TO CERTIFICATION	DATE
			BY: SIGNATURE	
			BY: SIGNATURE	
			BY: SIGNATURE	

PLAN PREPARATION:
1. THIS PLAN ORIGINALLY PREPARED BY THE OWNER'S ENGINEER. THIS PLAN WILL BE MADE AVAILABLE TO CONTRACTOR TO EDIT, CHANGE, MODIFY, AS IT DEEMS NECESSARY FOR COMPLIANCE WITH FDEP REGULATIONS, PERMIT CONDITIONS, AND AS REQUIRED FOR CONTRACTOR TO SIGN THE CERTIFICATION BELOW.
2. THE FOLLOWING CERTIFICATION SHALL BE SIGNED BY THE ENTITY (CONTRACTOR) RESPONSIBLE FOR SWPP PLAN IMPLEMENTATION:

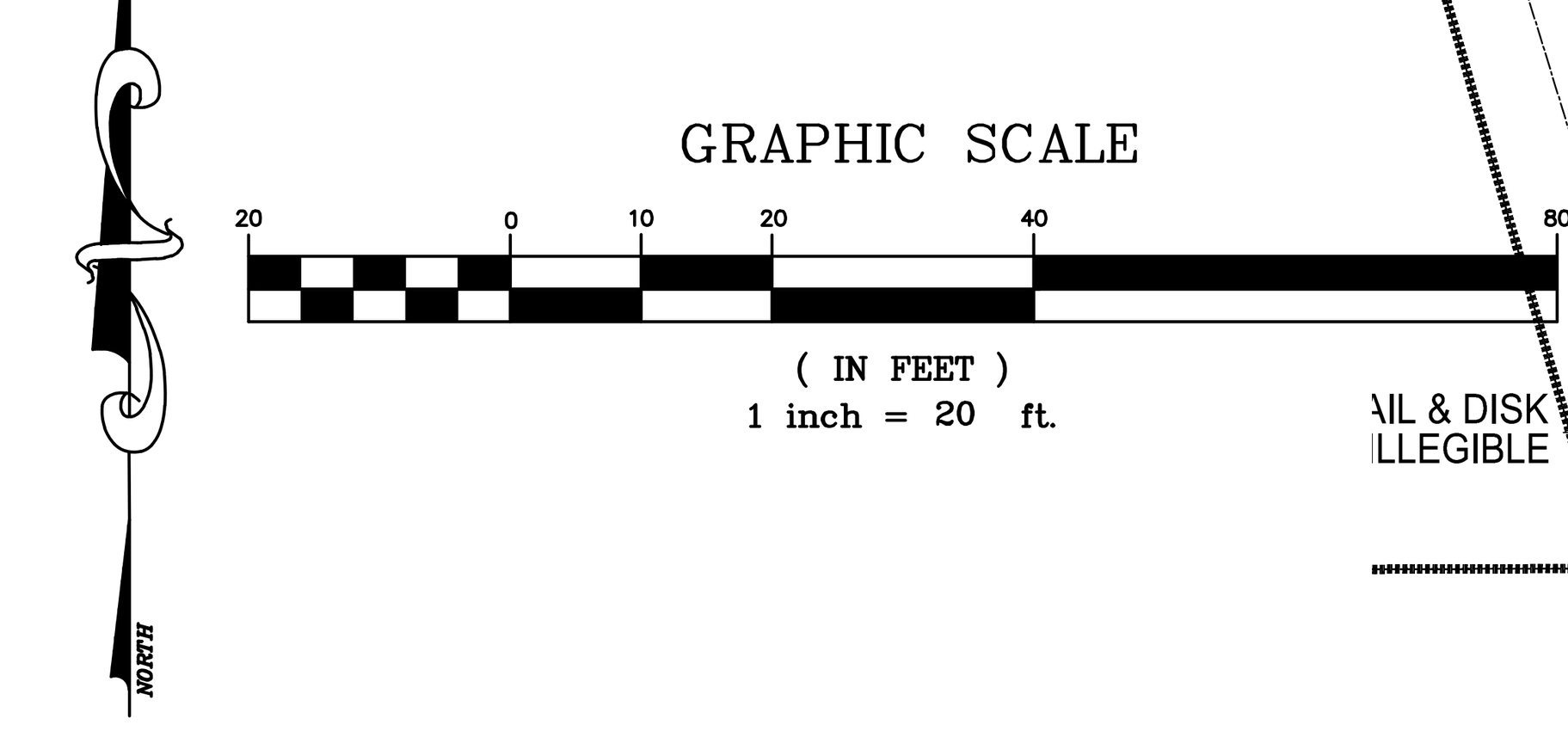
" I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

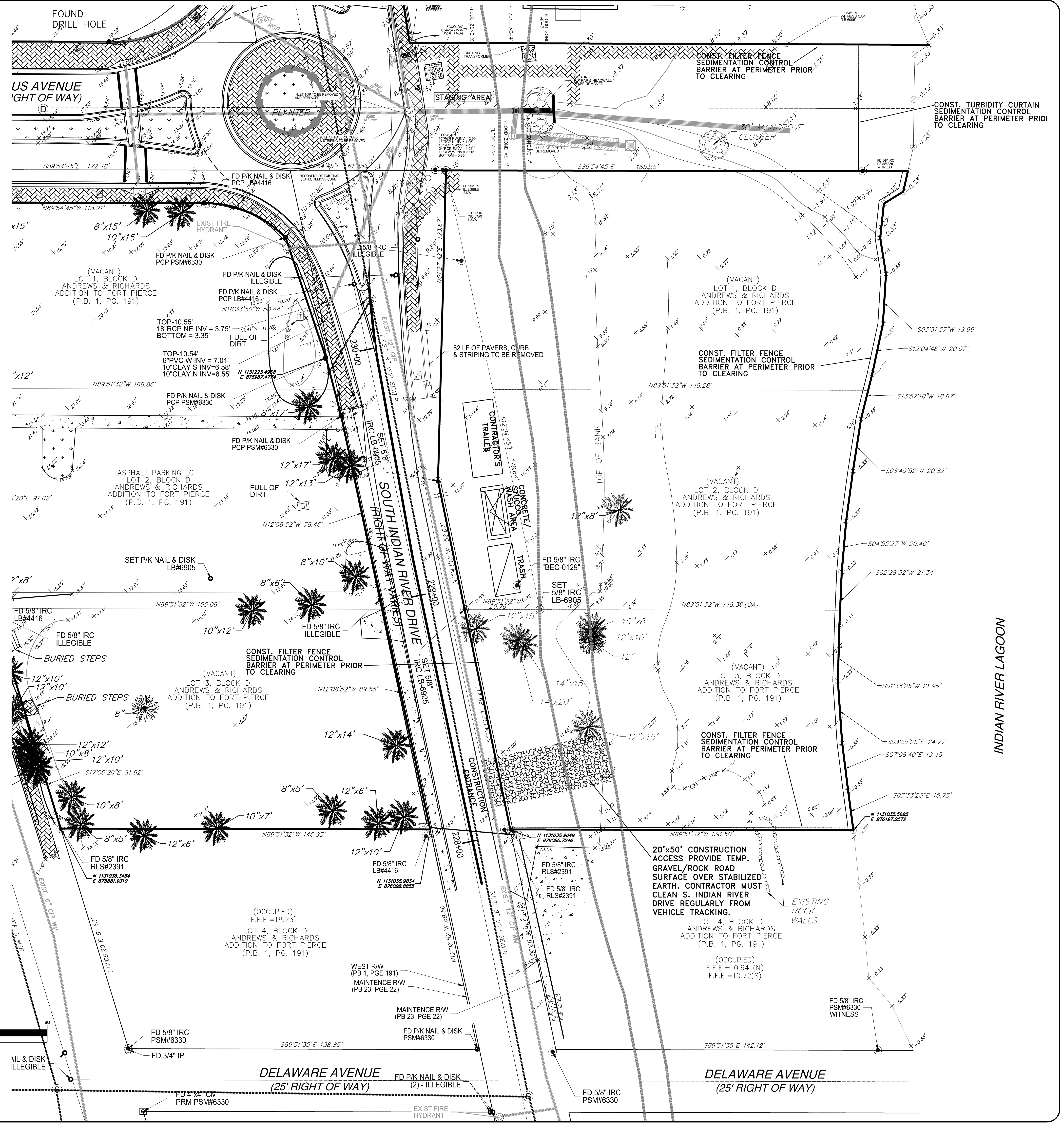
BY:__________ DATE:__________.

SIGNATURE__________.

<u>ARCHAEOLOGICAL:</u>
IF PREHISTORIC OR HISTORIC ARTIFACTS, SUCH AS POTTERY OR CERAMICS, STONE TOOLS, OR METAL IMPLEMENTS, OR ANY OTHER PHYSICAL REMAINS THAT COULD BE ASSOCIATED WITH THE NATIVE AMERICAN CULTURES, OR EARLY COLONIAL OR AMERICAN SETTLEMENT ARE ENCOUNTERED AT ANY TIME WITHIN THE PROJECT SITE AREA, THE PERMITTED PROJECT SHOULD CEASE ALL ACTIVITIES INVOLVING SUBSURFACE DISTURBANCE IN THE IMMEDIATE VICINITY OF SUCH DISCOVERIES. THE PERMITEE, OR OTHER DESIGNEE, SHOULD CONTACT THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, REVIEW AND COMPLIANCE SECTION AT (850) 245-6333 OR (800) 847-7278, AS WELL AS THE APPROPRIATE PERMITTING AGENCY OFFICE. PROJECT ACTIVITIES SHOULD NOT RESUME WITHOUT VERBAL AND/OR WRITTEN AUTHORIZATION FROM THE DIVISION OF HISTORICAL RESOURCES. IN THE EVENT THAT UNMARKED HUMAN REMAINS ARE ENCOUNTERED DURING PERMITTED ACTIVITIES, ALL WORK SHALL STOP IMMEDIATELY AND THE PROPER AUTHORITIES NOTIFIED IN ACCORDANCE WITH SECTION 872.05, FLORIDA STATUTES.

<u>EROSION AND SEDIMENTATION CONTROL</u>
A. THE LAND DISTURBING ACTIVITY SHALL CONFORM TO EXISTING TOPOGRAPHY AND SOIL TYPE SO AS TO CREATE THE LOWES PRACTICAL EROSION POTENTIAL.
B. LAND DISTURBING ACTIVITIES SHALL BE CONDUCTED IN A MANNER MINIMIZING EROSION.
C. THE DISTURBED AREA AND THE DURATION OF EXPOSURE TO EROSIVE ELEMENTS SHALL BE KEPT TO A PRACTICABLE MINIMUM.
D. EROSION CONTROL MUST BE STRICTLY MAINTAINED DURING CUT AND FILL OPERATIONS
E. DISTURBED SOIL SHALL BE STABILIZED AS QUICKLY AS PRACTICABLE.
F. WHENEVER FEASIBLE, NATURAL VEGETATION OR MULCHING SHALL BE EMPLOYED TO PROTECT EXPOSED CRITICAL AREAS DURING DEVELOPMENT.
G. TEMPORARY VEGETATION OR MULCHING SHALL BE EMPLOYED TO PROTECT EXPOSED CRITICAL AREAS DURING DEVELOPMENT.
H. PERMANENT VEGETATION AND STRUCTURAL EROSION CONTROL MEASURES SHALL BE INSTALLED AS SOON AS PRACTICABLE.
I. ADEQUATE PROVISIONS MUST BE PROVIDED TO MINIMIZE DAMAGE FROM SURFACE WATER TO THE CUT FACE OF EXCAVATION OR THE SLOPING SURFACE OF FILLS.
J. TO THE EXTENT NECESSARY, SEDIMENT IN RUNOFF WATER MUST BE TRAPPED BY THE USE OF DEBRIS BASINS, SEDIMENT BASINS, SILT TRAPS OR SIMILAR MEASURESUNTIL HE DISTURBED AREA IS STABILIZED.
K. CUTS AND FILLS MUST BE CONSTRUCTED IN SUCH A MANNER THAT EROSION AND RUNOFF FROM THE SITE DOES NOT ENDANGER ADJOINING PROPERTY.
L. FILLS MAY NOT ENCROACH UPON NATURAL WATERCOURSES OR CONSTRUCTED CHANNELS IN A MANNER SO AS TO ADVERSELY AFFECT OTHER PROPERTY OWNERS WITHOUT ADEQUATE PROVISIONS FOR AN EQUIVALENT ALTERANTE SYSTEM WITH A POSITIVE OUTFALL.
M. ALL R.O.W.'S, WATERWAYS, STREETS AND SIDEWALKS SHALL BE BUFFERED BY A TWENTY (20) FOOT WIDE STRIP OF GRASS OR OTHER SUITABLE MEANS.
N. GRADING EQUIPMENT MUST CROSS FLOWING STREAMS BY MEANS OF BRIDGES OR CULVERTS EXCEPT WHEN SUCH METHODS NOT FEASIBLE AND PROVIDED IN ANY CASE, THAT SUCH CROSSINGS ARE KEPT TO A MINIMUM AND SEDIMENTATION CONTROL DEVICES ARE PROVIDED.





THE DRAWINGS ARE THE PROPERTY OF THE ENGINEER, WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. COPY OR USE FOR OTHER PROJECTS IS PERMITTED ONLY BY WRITTEN CONTRACT WITH THE ENGINEER. UNAUTHORIZED USE WILL BE PROSECUTED PURSUANT TO THE COPYRIGHT LAWS.

DATE	REVISION	MARK

DRAWING 18-120-CON
DESIGNED J.B.B.
DRAWN J.B.B.
CHECKED J.B.B.
SCALE 1:20
DATE 7/16/18

SCHULKE, BITTLE & STODDARD, L.L.C.
CIVIL & STRUCTURAL ENGINEERING · LAND PLANNING · ENVIRONMENTAL PERMITTING
CERTIFICATION OF AUTHORIZATION NO.: 00008668
1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960
TEL 772 / 770-9622 FAX 772 / 770-9496 EMAIL info@sbsengineers.com

EXISTING CONDITIONS/ DEMOLITION AND POLLUTION PREVENTION PLAN

INDIAN RIVER VILLAS

ENGINEER CERTIFICATION
☐ JOSEPH W. SCHULKE FL. REG. NO. 47048
☐ JODAH B. BITTLE FL. REG. NO. 57396
☐ WILLIAM P. STODDARD FL. REG. NO. 57605
DATE:

SHEET 2

PROJECT NO. 18-120

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Zoning Atlas Amendment-Indian River Villas-401 & 411 S. Indian River Drive

NOTICES PROVIDED PURSUANT TO: City Code Section 22-143. Public Hearings A, B, C, & D

NOTICE BY NEWSPAPER: September 30th, 2018

NOTICE BY MAIL: October 15th, 2018

NOTICE BY SIGNS: Planning Board - September 6th, 2018 ; City Commission - October 25th, 2018

VERIFIED BY: Vennis Gilmore **TITLE:** Planning Analyst

SIGNATURE: **DATE:** October 17th, 2018

Fw: Seawall for Indian River Villas

Rebecca Grohall to: Clarissa Davis 05/26/2016 11:26 AM

For the project file - Jack has approved the bulkhead line for Indian River Villas project.

----- Forwarded by Rebecca Grohall/cfp on 05/26/2016 11:25 AM -----

From:	Jack Andrews/cfp
To:	Rick Reed <rbr0969@aol.com>
Cc:	Jodah Bittle <jbittle@sbsengineers.com>, Joe Foglia <jf33067@aol.com>, mabinanti@comcast.net, "Stoddard, William P. PhD PE" <wstoddard@sbsengineers.com>, Nicholas Mimms/cfp@cfp, Rebecca Grohall/cfp@cfp
Date:	05/26/2016 10:43 AM
Subject:	Re: Seawall for Indian River Villas

Gentlemen,

As discussed at our meeting this morning regarding the above project and the bulkhead lines as established by Ordinance No. D-185 please find the following determinations:

- The bulkhead line as described by Area 1 in Ordinance No. D-185 is established by a beginning point lying 25' east off of the existing (present day) vegetative line and running northwesterly to the north line of Citrus Avenue.
- This department is in agreement with the existing vegetative line as shown by the survey prepared by Charles H. Blanchard dated 9/17/15 and revised 10/05/15, 10/21/15 and 11/24/15.
- The bulkhead line will be established 25' east of this described vegetative line.
- The proposed seawall as shown by the approved site plan will be constructed west of this established bulkhead line fulfilling the requirements of the ordinance.
- Submittal of an application for Disposal Site Permit will be required at time of building permit review.

Thank you for the opportunity to meet and clarify the bulkhead requirements of the city. If you have additional questions, please contact this office.

Sincerely,

Jack Andrews, P.E.
City Engineer
City of Fort Pierce

Rick Reed Jodah, Thanks, will see you then. 05/23/2016 03:08:00 PM

From:	Rick Reed <rbr0969@aol.com>
To:	Jodah Bittle <jbittle@sbsengineers.com>
Cc:	Jack Andrews <JAndrews@city-ftpierce.com>, Joe Foglia <jf33067@aol.com>, "Stoddard, William P. PhD PE" <wstoddard@sbsengineers.com>, mabinanti@comcast.net
Date:	05/23/2016 03:08 PM
Subject:	Re: Seawall for Indian River Villas

Jodah,
Thanks, will see you then.

Rick Reed
772-240-9784
Sent from my iPad

On May 23, 2016, at 2:03 PM, Jodah Bittle <jbittle@sbsengineers.com> wrote:

> Jack,
>
> Thank you for taking my call. We have scheduled a meeting for Thursday morning (May 26th) at 9:00 am. I have copied everyone who will be attending the meeting. See you then.

Jodah B. Bittle, P.E.
Email: jbittle@sbsengineers.com
Schulke, Bittle & Stoddard, LLC
1717 Indian River Blvd., Suite 201
Vero Beach, FL 32960
Phone: (772) 770-9622
Fax: (772) 770-9496

PLEASE NOTE:
This information is provided solely for your convenience only;
SCHULKE, BITTLE & STODDARD LLC makes no representations or warranties, either express or implied, as to its suitability for any specific purpose. While we believe this drawing file to be accurate at the time of retrieval, this media and its contents can be easily altered or corrupted either purposely or inadvertently through any number of sources.
For this reason, SCHULKE, BITTLE & STODDARD LLC, its managers and or employees shall be indemnified and held harmless from any and all liability that may arise or result from the use of this information by your firm, employees, agents or sub-contractors. Any use of the file provided herein constitutes acceptance of the provisions stated herein.

The information contained in this email is privileged and confidential and intended for the addressee only. If you are not the intended recipient, you are asked to respect that confidentiality and not disclose, copy or make use of its contents. If received in error you are asked to destroy this email and contact the sender immediately. Your assistance is appreciated.

City Commission Regular Meeting **12.b.**

Meeting Date: 11/19/2018

Re: Ordinance No. 18-038, Amending Code Section 13-27

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Legislative Hearing - Ordinance No. 18-038 Amending Code Section 13-27; establishing procedure to be followed by means of which employees returning to City employment from active military duty may claim retirement credit or intervening military service. FIRST READING

SUMMARY:

To comply with the rules as USERRA outlines, the City of Fort Pierce Retirement and Benefits System is amending Rule Code Section 13-27.

RECOMMENDATION:

Approve the Ordinance No. 18-038.

ALTERNATIVES:

Not approve and make recommendation.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City of Fort Pierce Retirement Board and City Clerk for Advertising

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2019

OTHER INFORMATION:

See attached Ordinance

Attachments

Ordinance No. 18-038

Proof of Publication

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/06/2018 01:57 PM
City Manager	Nick Mimms	11/14/2018 03:44 PM
Form Started By: Queen Thompkins		Started On: 11/05/2018 02:07 PM
Final Approval Date: 11/14/2018		

ORDINANCE NO. 18-038

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CODE SECTION 13-27; ESTABLISHING PROCEDURE TO BE FOLLOWED BY **MEANS OF WHICH EMPLOYEES RETURNING TO CITY EMPLOYMENT FROM ACTIVE MILITARY DUTY MAY CLAIM RETIREMENT CREDIT OR INTERVENING MILITARY SERVICE**; REPEALING ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERANCE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Section 13-27(1) of the Code of Ordinances is hereby amended so that the same shall read hereinafter as follows:

Sec. 13-27. - Credit for intervening military service.

A member who left the employ of a participating employer to enter the armed forces of the United States during any period of compulsory military service, and who reenters the employ of a participating employer and again becomes a member, shall have such armed service, not to exceed a total of five (5) years, credited as participating employer service; if the following conditions are satisfied:

1) ~~The member makes application within one year after release from duty under honorable conditions;~~ Immediately upon the member's return from active duty to City employment, the Department of Human Resources shall make the returning member aware of entitlement to claim military service credit under this section, and shall inform the member in writing that application for such entitlement must be made to the retirement board within one (1) year following the date such member was released from duty under honorable conditions;

2) The member's reemployment is on the basis of the personnel rules and regulations of the member's participating employer;

3) The member pays the retirement system the amount of accumulated member contributions the member may have withdrawn., ~~together with six (6) per cent annual compound interest from the date of withdrawal to the date of repayment.~~ In any case of doubt as to the period of military service to be credited a member, the retirement board shall have final power to determine the period. During the period of such armed service, contributions to the retirement system shall be suspended; and

4) The same period of service has not been used to obtain or increase a benefit from another retirement program.

5.) In the event this section should conflict with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), either as originally enacted or as thereafter amended, this section shall be construed, where applicable, in conformity with such Act.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall have no force or effect whatsoever;

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

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Ben Bryan, Jr.
Interim 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. 18-038 was duly advertised by title only in the St. Lucie News Tribune on November 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 November 19, 2018; and was duly introduced, read by title only, and passed on second and final reading on Monday, December 3, 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 December, 2018.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

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)	2152876	CITY OF FORT PIERCE NOTICE OF PUBLIC	18-038

Pub Dates
November 9, 2018

Sworn to and subscribed before me this day of, November 09, 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 Monday, November 19, 2018 and Monday, December 3, 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. 18-038 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CODE SECTION 13-27; ESTABLISHING PROCEDURE TO BE FOLLOWED BY MEANS OF WHICH EMPLOYEES RETURNING TO CITY EMPLOYMENT FROM ACTIVE MILITARY DUTY MAY CLAIM RETIREMENT CREDIT OR INTERVENING MILITARY SERVICE; REPEALING ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERANCE; 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
Pub Nov.9th 2018
TCN 2152876

City Commission Regular Meeting **12.c.**

Meeting Date: 11/19/2018

Re: Application for Annexation - Oleander Properties, LLC - 702 Revels Lane

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 18-040 A voluntary annexation submitted by the property owner Oleander Properties of Fort Pierce, LLC to annex property located at 702 Revels Lane. The property is currently zoned RM-11, Residential Multi-Family 11 du/acre with a Future Land Use of RH, Residential High 15 du/acre. Parcel ID: 2427-701-0082-000-7 FIRST READING

SUMMARY:

- The applicant is requesting a voluntary annexation of property (Parcel ID 2427-701-0082-000-7) located at 702 Revels Lane in Fort Pierce, Florida.
- Once annexed in the City of Fort Pierce the property will hold a zoning designation of R-5, High Density Residential and a Future Land Use Designation of RH, High Density Residential
- At their meeting on October 9, 2018 the Planning Board voted 7-0 to recommend approval of the request as presented.
- 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 October 18, 2018, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

The current taxable value of the property is approximately $17,600. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Future development of this parcel would bring higher value and associated revenue.

Attachments

Staff Report
Ordinance #18-040
Application & Supporting Documents
Aerial Map
Zoning Map
Future Land Use Map
TRC Comments
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Kaitlyn Ballard	11/14/2018 03:53 PM
City Manager	Linda Cox	11/14/2018 03:56 PM
City Manager	Nick Mimms	11/14/2018 04:42 PM

Form Started By: Brandon Creagan Started On: 10/31/2018 06:59 PM
Final Approval Date: 11/14/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Annexation**
Oleander Properties of Fort Pierce, LLC – 702 Revels Lane

DATE: October 31, 2018

STAFF REPORT

Property Owner/Applicant: Oleander Properties of Fort Pierce LLC
5900 Silver Oak Drive
Fort Pierce, FL 34982

Representative: Brian Bean
6011 Buchanan Drive
Fort Pierce, FL 34982

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land along with the Zoning designation of R-5, High Density Residential and the Future Land Use designation of RH, High Density Residential.

Site Location: 702 Revels Lane Fort Pierce, Florida.

Parcel ID: 2427-701-0082-000-7

Parcel Size: .88 acres

Current Zoning: RM-11, Residential Multi-Family 11 du/acre (St. Lucie County)

Current Future Land Use: RH, Residential High 15 du/acre (St. Lucie County)

Proposed Zoning: R-5, High Density Residential

Proposed Future Land Use: RH, High Density Residential

	North	East	South	West
Surrounding Zoning:	RM-11 (SLC), R-4, R-5	RM-11 (SLC), C-3, R-4	RM-11 (SLC), R-4	RM-11 (SLC), R-4, R-5
Surrounding FLU:	RH (SLC), RM, RH	RH (SLC), GC, RM	RH (SLC), RM	RH (SLC), RM, RH

Staff Analysis:

The applicant is requesting a voluntary annexation of property (Parcel ID 2427-701-0082-000-7) located at 702 Revels Lane in Fort Pierce, Florida.



The current St. Lucie County Zoning for 702 Revels Lane is RM-11, Residential Multi-Family 11 dwelling units/acre, with a St. Lucie County Future Land Use of RH, Residential High 15 dwelling units/acre. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation will be R-5, High Density Residential, and the proposed Future Land Use designation will be RH, High Density Residential.

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also within the FPUA service area. The applicant would like to construct duplex apartment buildings on the lot once annexed.

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.

The current taxable value of the property is approximately $17,600. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where this annexation is taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of this property would help to continue eliminating irregularities along the City's boundary in this area. The adoption of this property into the City also helps to provide efficient public services.

The applicant is requesting that the City of Fort Pierce Zoning designation and Future Land Use designation remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designation of R-5, High Density Residential, and Future Land Use of RH, High Density Residential would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

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 October 18, 2018, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on October 9, 2018 the Planning Board voted 7-0 to recommend approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan. All comments received are attached for your review.

Staff Recommendation:

As proposed, the annexation meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed annexation along with the Zoning designation of R-5, High Density Residential and the Future Land Use designation of RH, High Density Residential.

ORDINANCE NO. 18-040

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **702 REVELS LANE 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 property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their October 9, 2018 meeting, voted 7 to 0 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 October 18, 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 October 18, 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: 2427-701-0082-000-7

LOTS 27,28,29,30, & 31, BLOCK 4, SILVER LAKE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 10, PAGE 4, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing .88 acres, more or less.

and further depicted on Exhibit "B", attached hereto and incorporated herein; said properties being generally located at 702 Revels Lane 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 R-5, High Density Residential, and assigned a Future Land Use Designation of RH, High Density Residential, 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:

_____
Ben Bryan Jr, Esq.
Interim 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. 18-040 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, November 4, 2018 and Sunday, November 11, 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 November 19, 2018; and was duly introduced, read by title only, and passed on second and final reading December 3, 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 December, 2018.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

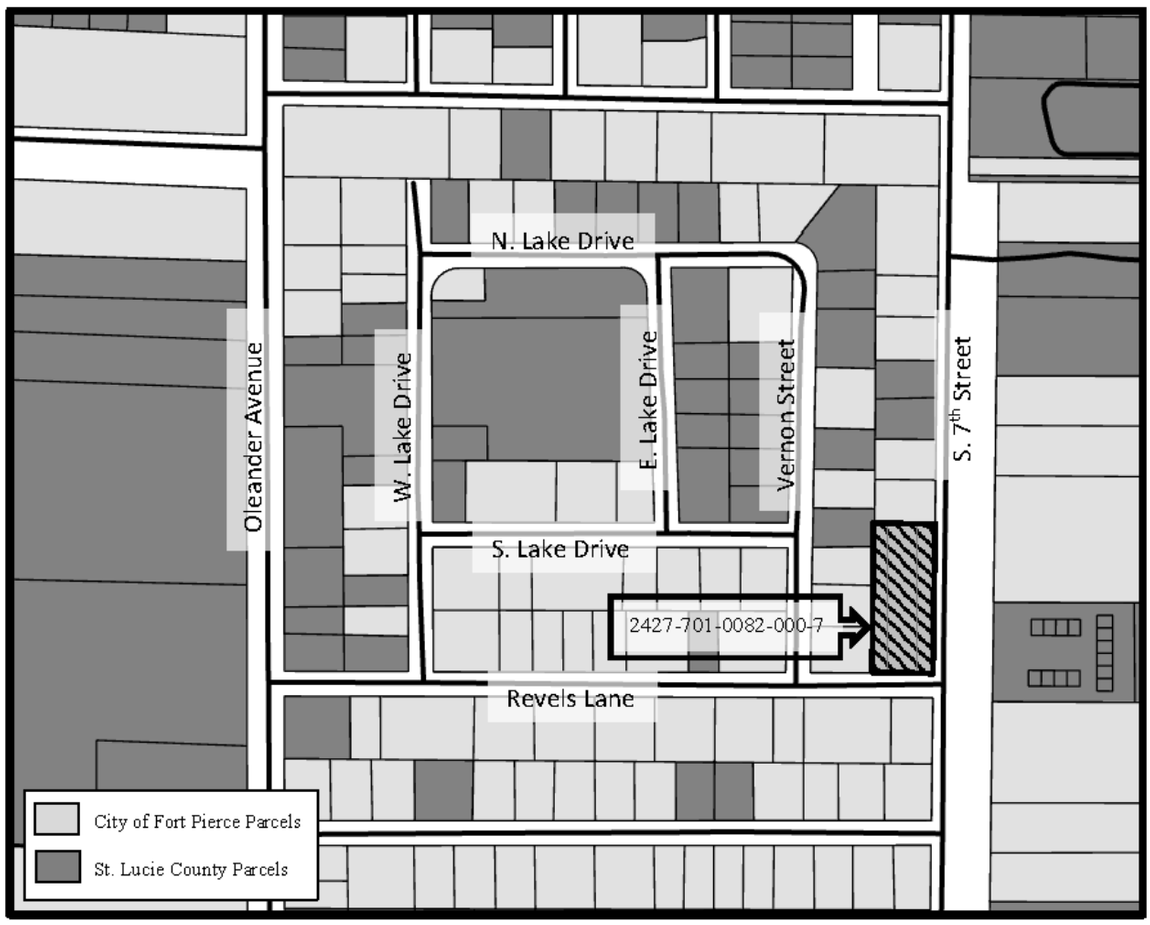
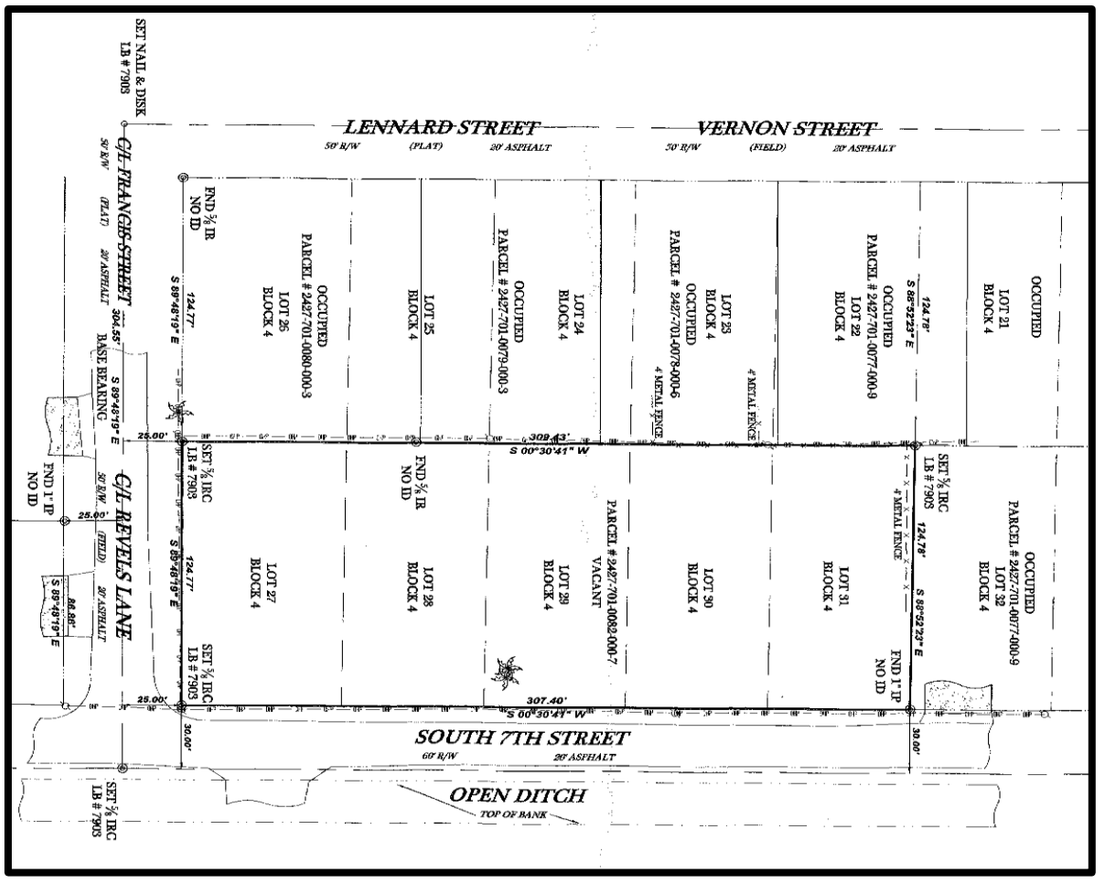


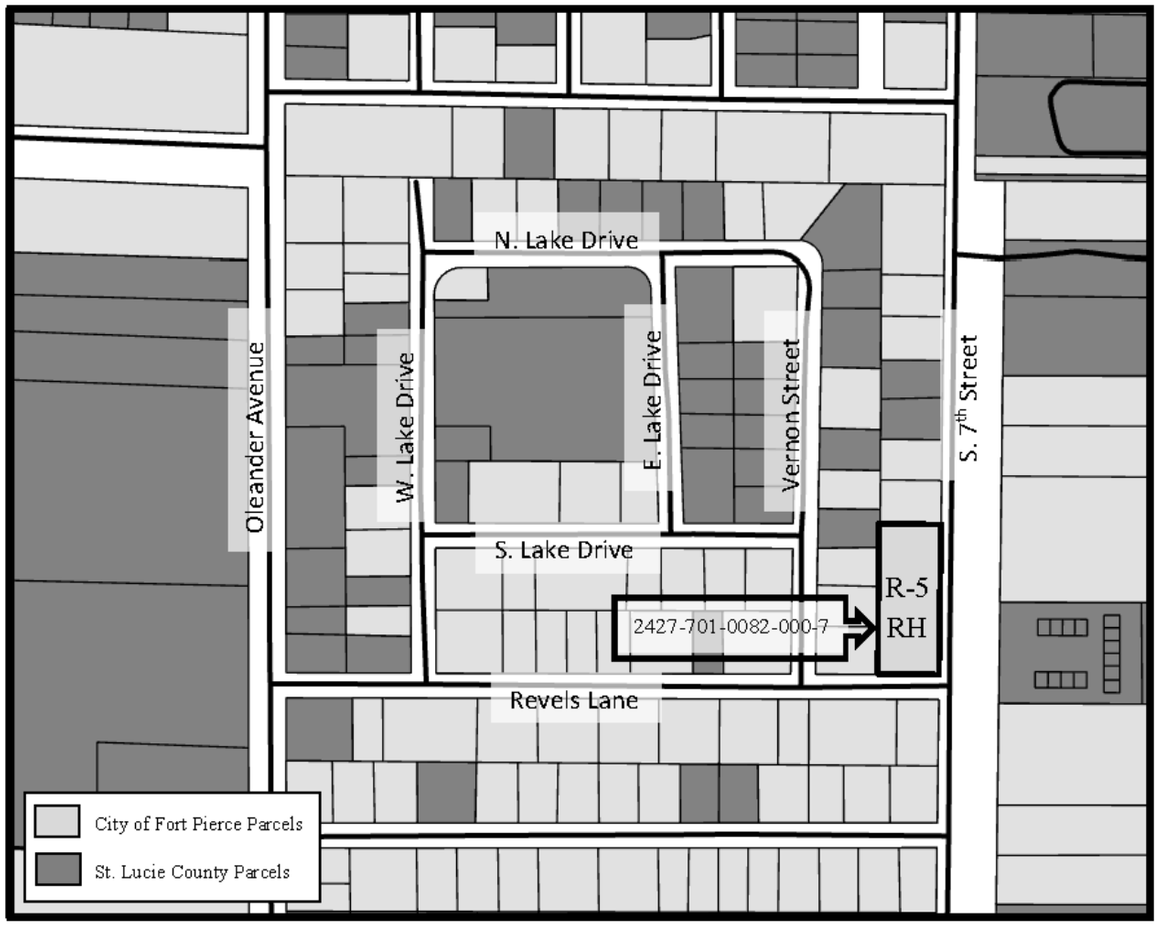
EXHIBIT B
Sketch of Subject Property



Said properties located at 702 Revels Lane as recorded in Plat Book 10 page 4.

EXHIBIT C

Zoning & Future Land Use Designation Assignment



*The property to be annexed is currently zoned RM-11, Residential Multi-Family 11 du/Acre with a Future Land Use of RH, Residential High 15 du/Acre. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of R-5, High Density Residential and have a Future Land Use Designation of RH, High Density Residential.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
AUG 15 2018
CITY OF FORT PIERCE
PLANNING & ZONING

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:

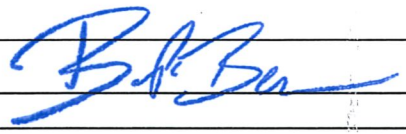
- Warranty Deed
- Current Survey (completed within the last 12 months)

1. Address: 702 Revels Lane, Fort Pierce Florida 34982
2. Legal description of real property for which annexation is being requested:
   Silver Lake Park S/D Block 4 Lots 27, 28, 29, 30 & 31

   Property Tax ID: 2427-701-0082-000-7
3. Size of described property: 307.26 feet by 125 feet
4. Project description: New Construction of Duplex Apartment Buildings
5. Current St. Lucie County Future Land Use Designation: RM - 11
6. Current St. Lucie County Zoning: RM - 11
7. Is this a Historic property? No
8. Appraised value: $50,000.00
9. Name of Owner(s): Oleander Properties of Fort Pierce, LLC

   Signature of Owner(s): _____
   Mailing Address: 5900 Silver Oak Drive
   City Fort Pierce State Florida Zip 34982
   Phone 772-460-6110 Fax 772-460-5256

10. Name of Representative: Brian Bean

Signature of representative: 

Mailing Address: 6011 Buchanan Drive

City) Fort Pierce State Florida Zip 34982

Phone 772-370-0579 Fax N/A

E-mail: brian@southerncitydevelopment.com

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

OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

This Document Prepared By and Return to:
Charlotte M. Walters
St. Lucie Title Services, Inc.
800 Virginia Avenue, Suite 47
Fort Pierce, FL 34982

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4455312 07/06/2018 02:44:53 PM
OR BOOK 4154 PAGE 351 - 351 Doc Type: DEED
RECORDING: $10.00
Doc Tax: $350.00

Parcel ID Number: 2427-701-0082-000/7

Warranty Deed

This Indenture, Made this 5th day of July , 2018 A.D., **Between**
Hoyt C. Murphy, Jr. and Margaret A. Murphy

of the County of St. Lucie , State of Florida , **grantors,** and
Oleander Properties of Fort Pierce, LLC, a Florida limited liability company
whose address is: 5900 Silver Oak Drive, Fort Pierce, FL 34982

of the County of St. Lucie , State of Florida , **grantee.**
Witnesseth that the GRANTORS, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lots 27, 28, 29 30 and 31, Block 4, Silver Lake Park Subdivision, according to the Plat thereof as recorded in Plat Book 10, page(s) 4, of the Public Records of St. Lucie County, Florida.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Charlotte M. Walters
Witness

Hoyt C. Murphy, Jr. (Seal)
P.O. Address: 2400 S Ocean Drive, Apt. 4200 D
Fort Pierce, FL 34949

Printed Name: Judy Seaborg
Witness

Margaret A. Murphy (Seal)
P.O. Address:

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 5th day of July , 2018 by
Hoyt C. Murphy, Jr. and Margaret A. Murphy

who are personally known to me or who have produced their Florida driver's license as identification.

CHARLOTTE M. WALTERS
Commission # FF 931165
Expires November 24, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Printed Name:
Notary Public
My Commission Expires:

18657

Laser Generated by © Display Systems, Inc., 2018 (863) 763-5555 Form FLWD-1

Oleander Properties of Fort Pierce, LLC

5900 Silver Oak Drive

Fort Pierce, Florida 34982

Ph : 772-460-6110 ; Fax : 772-460-5256

August 20, 2018

Re : 702 Revels Lane, Fort Pierce Annexation

To Whom It May Concern,

My name is Brian Bean with Oleander Properties of Fort Pierce. We are looking to annex our property at 702 Revels lane into the city of Fort Pierce. We would like to be given the R-5 high density zoning. What we are planning on building is 5 duplex buildings. We are looking to build 2 bedroom, one bathroom units. Our goal is to have these units be affordable housing, which is much needed in the city. Our plan is to keep these units under $1,000.00 per month in rent, and actually planning on around $900.00. We have found very few new units at that price range. Thank you for your time and feel free to contact us with any questions.

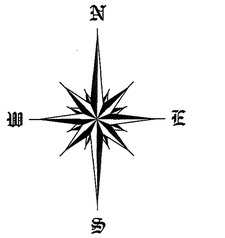
Thank you,

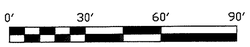
Brian Bean

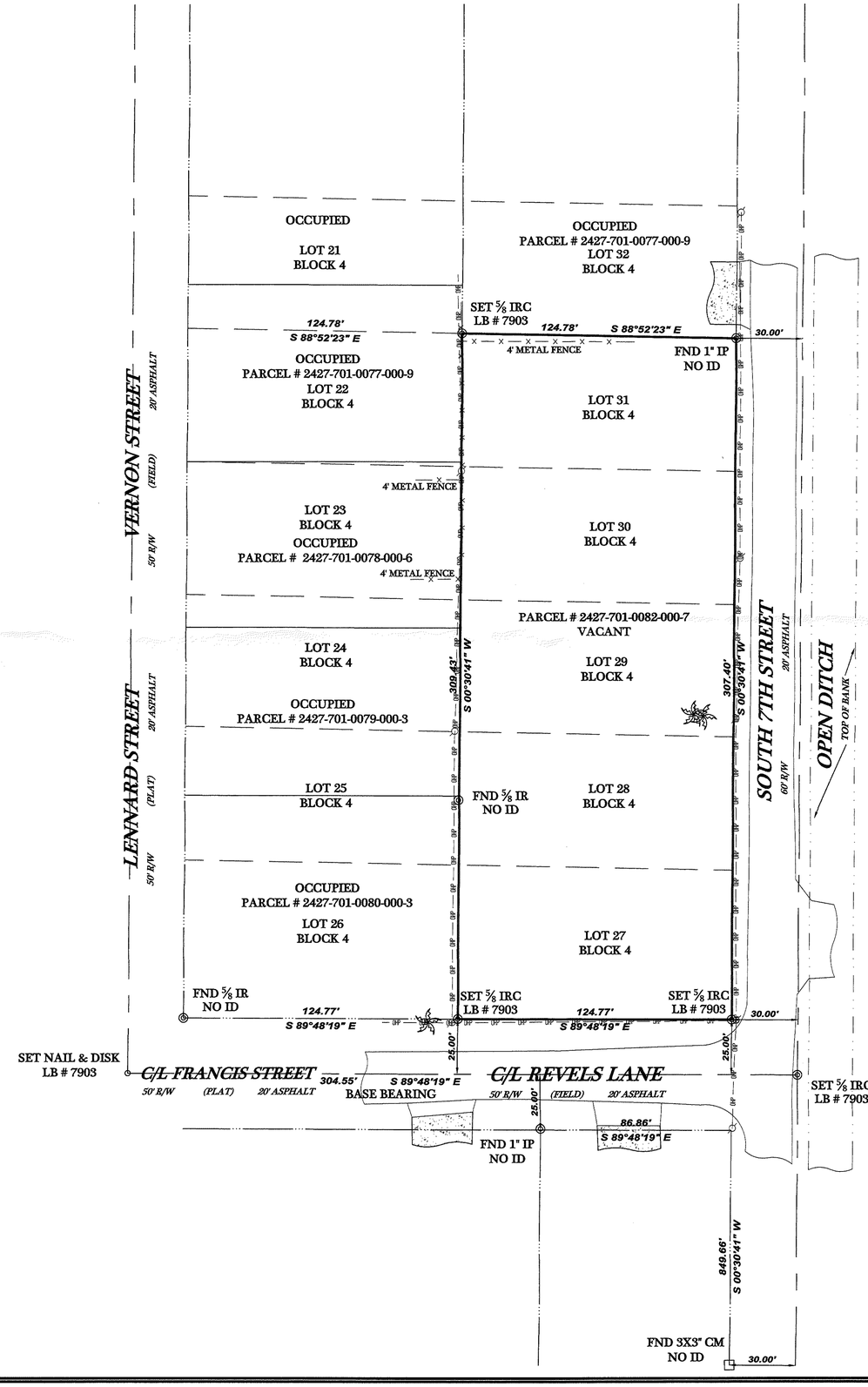
772-370-0579 - cell

BOUNDARY SURVEY

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST
SAINT LUCIE COUNTY, FLORIDA

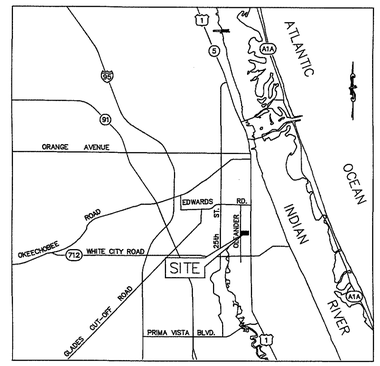






LEGEND & ABBREVIATIONS

A	ARC LENGTH
A/C	AIR CONDITIONER
BM	BENCHMARK
C	CALCULATED FROM FIELD MEASUREMENTS
C/L	CENTERLINE
CM	CONCRETE MONUMENT
CONC	CONCRETE
DEG OR °	DEGREE
ELEV	ELEVATION
FFE	FINISHED FLOOR ELEVATION
FND	FOUND
ID	IDENTIFICATION NUMBER
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD & CAP
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
M	MEASURED DATA
MON	MONUMENT
N&C	NAIL AND CAP
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO OR #	NUMBER
NTS	NOT TO SCALE
OHP	OVERHEAD UTILITIES
ORB	OFFICIAL RECORDS BOOK
P	PLAT DATA
PG(S)	PAGE(S)
PLS	PROFESSIONAL LAND SURVEYOR
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS
RLS	REGISTERD LAND SURVEYOR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
WM	WATER METER
&	AND
@	AT
△	DELTA
	UTILITY POLE
	HANDICAP PARKING



LOCATION MAP
NOT TO SCALE

GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF REVELS LANE, BETWEEN EXISTING MONUMENTS AS SHOWN, AS RECORDED IN PLAT BOOK 10, PAGE 4 OF PUBLIC RECORDS, ST. LUCIE COUNTY, FLORIDA, HAVING A BEARING OF S89°48'19"E. (ASSUMED DATUM)

2. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12111C 0189 J, EFFECTIVE DATE FEBRUARY 16, 2012. THE EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE.

3. ALL ABOVE GROUND FIXED IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED AND SHOWN HEREON.

4. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY OCCUPY LANDS OF OTHERS.

5. UNDERGROUND UTILITIES AND UTILITY SERVICES HAVE NOT BEEN LOCATED ON THIS SURVEY, EXCEPT AS SHOWN.

6. LANDS SHOWN HEREON WERE ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S DEED RESTRICTIONS OR MURPHY ACT DEEDS.

7. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

8. 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.

9. INFORMATION SHOWN HEREON IS BASED ON DEED AND FIELD MEASURED DATA, ALL MEASUREMENTS ARE IN ACCORDANCE WITH UNITED STATES STANDARD, IN FEET AND DECIMALS THEREOF.

10. THE LAST DATE OF FIELD WORK WAS AUGUST 08, 2018.

11. ELEVATIONS, IF SHOWN, ARE IN FEET AND BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988. REFERANCE BEING ST LUCIE COUNTY BENCHMARK, "BOX-CUT FARMERS MARKET", WITH AN ELEVATION OF 17.99'.

12. THE EXPECTED USE OF THE SURVEY AND MAP IS COMMERICIAL.

LEGAL DESCRIPTION

LOTS 27, 28, 29, 30 AND 31, BLOCK 4, SILVER LAKE PARK SUBDIVISION, AS RECORDED IN PLAT BOOK 10, PAGE 4, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

GLOBAL POSITIONING SYSTEM (GPS) NOTES

1. REAL TIME KINEMATIC (RTK) METHOD WAS UTILIZED USING A TWO (2) DUAL FREQUENCY TOPCON HYPER GA II SYSTEM.

2. TYPICALLY, A BASE RECEIVER IS SET UP ON AN ESTABLISHED CONTROL STATION WHILE A ROVING RECEIVER LOCATES EXISTING MONUMENTS, IMPROVEMENTS AND CONTROL ON THE PROJECT.

3. GPS SURVEY MEASUREMENTS WERE PROCESSED AND ADJUSTED USING CARLSON SURVEY 2008.

4. THE HORIZONTAL TARGET ACCURACY FOR THIS SURVEY EXCEEDS MINIMUM STANDARDS OF PRACTICE PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17-051.

ARNOLD SURVEYING, INC.
PROFESSIONAL SURVEYORS & MAPPERS
FLORIDA LICENSED BUSINESS NUMBER 7903
4888 N. KINGS HIGHWAY #425, FORT PIERCE, FLORIDA 34951

OLEANDER PROPERTIES OF FORT PIERCE, LLC
702 REVELS LANE
FORT PIERCE, FL 34982
ST LUCIE COUNTY FLORIDA

DRAWN BY:	C
CHECKED BY:	C
DATE:	AUGUST 13,
HORIZONTAL SC	1"=30'

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

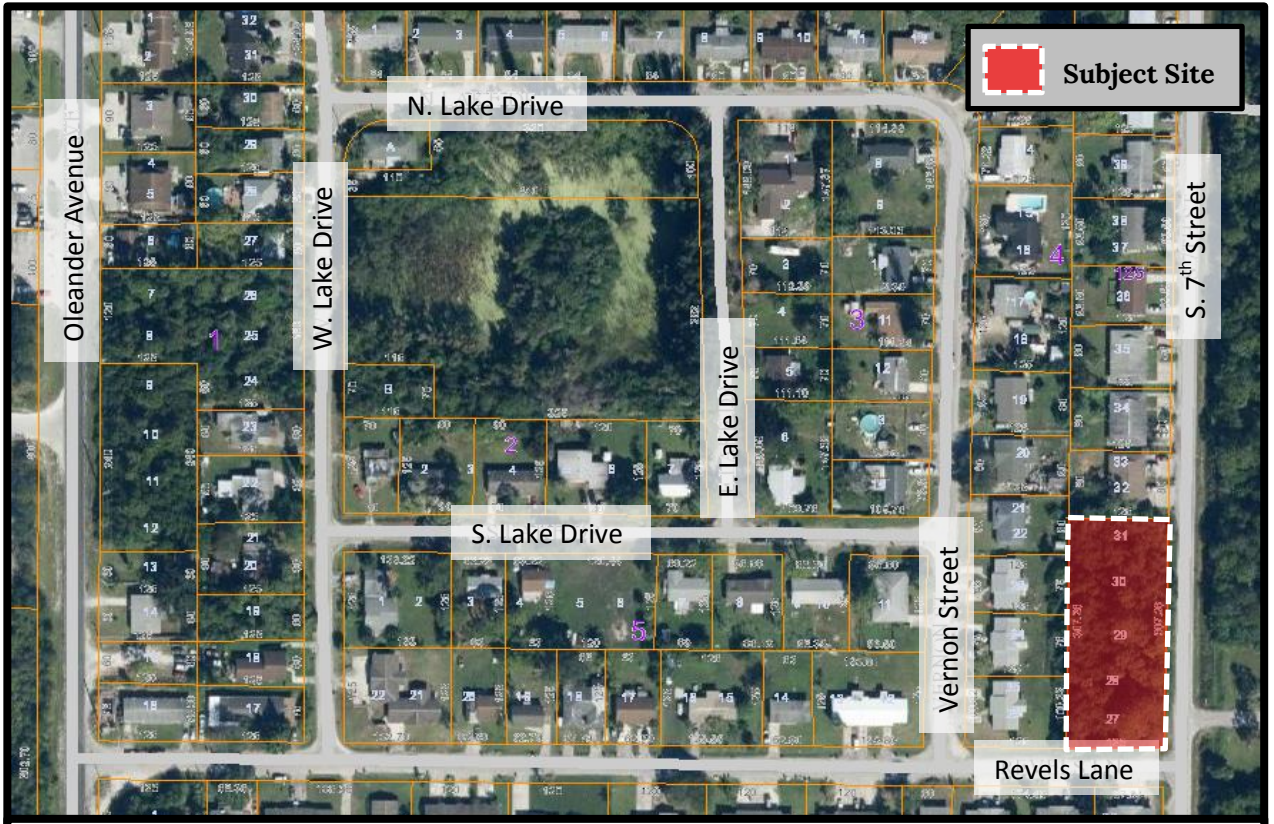
SEAL

CHARLES A
PROFESSIONAL SURVEYOR
FLORIDA LICENSE NO. 49

8-14-1
PRINTED D

SHEET 1 O

PROJECT NO. 1



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Annexation
702 Revels Lane
Aerial Map

N
W E
S



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Annexation
702 Revels Lane
Zoning Map

N
W E
S



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Annexation
702 Revels Lane
Future Land Use Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

RECEIVED
SEP 18 2018
CITY OF FORT PIERCE
PLANNING & ZONING

TO : Brandon Creagan, Planner

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

RE : Oleander Properties of Fort Pierce, LLC - 702 Revels Lane Annexation - TRC No. 18-02000005

DATE : September 11, 2018

This is to advise you that we have completed the review of the following documents as received by this office on September 06, 2018:

- ☑ Annexation Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Construction Drawings
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☑ Recommend ☐ Do Not Recommend

- ☑ Annexation ☐ 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\A\Annexations\702 Revels Lane\Annexation Approval - 091118.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 9/20/18
Property Address: 702 Revels Lane - Annexation
Property Name: Oleander Properties of Fort Pierce
Project Name:
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: 9/19/18

September 19, 2018

Project: **OLEANDER PROPERTIES**
Subject: **ANNEXATION**
To: Brandon Creagan
From: Grant Chambers
SLC-Engineering Division

1. The County Engineering Division has no comments at this time, however comments including Right-of-Way dedication and other requirements will be issued at the time of submittal of a development plan.

September 14th, 2018

Project: **Oleander Properties of Ft Pierce LLC**
Subject: **SURVEY REVIEW**
To: Brandon Creagan
From: Rod Reed, PLS
SLC-Engineering Division

SURVEY:

I have no 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

FROM: Kori Benton, Senior Planner

DATE: September 20, 2018

SUBJECT: **Annexation – Oleander Properties of Fort Pierce, LLC – 702 Revels Lane**

The St. Lucie County Planning & Development Services Department has completed a review of the September 6, 2018 distribution of Technical Review Project# 18-02000005.

Background

The applicant is seeking Voluntary Annexation for a property located at 702 Revels Lane. The property is approximately .82 acres and currently has a St. Lucie County zoning of RM-11, Residential Multiple-Family 11 Units/acre and a St. Lucie County Future Land Use of RH, Residential High. The applicant is requesting the City of Fort Pierce assign a zoning designation of R-5 (High Density Residential) and Future Land Use designation of RH (Residential High) concurrent with its Voluntary Annexation. The Parcel ID for the site is 2427-701-0082-0007.

Review Comments

1. The proposed Zoning Atlas assignment to R-5, High-Density Residential within the City will provide for development capacity, up to 15 units per acre, encompassing an increase in density, greater than surrounding properties. Would the site be eligible for a "Density Bonus" through the City of Fort Pierce as well?

2. The noted development proposal, of five (5) duplex structures, should be connected to water and wastewater facilities.

3. Has the City assumed control of Revels Lane? With the proposed increase in density, the City is encouraged to review availability of urban services and facilities including schools, parks, and sidewalks at the time of construction.

4. The applicant is encouraged to preserve native trees/canopy through design, where feasible and appropriate.

Please contact me at 772-462-2518 if you have any questions or would like to discuss the presented comments.

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)	2155536	PO 18-040	18-040

Pub Dates
November 4, 2018
November 11, 2018

Sworn to and subscribed before me this day of, November 12, 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.

Transportation

TCPALM localfieds Where local meets classifieds Place your ad with us. Call 1-877-2472407

Transportation

Auto Dealer Directory

VERO BEACH CHRYSLER
855 S US 1
800-375-2966
verobeachcjd.com

Auto Dealer Directory

GATOR CHRYSLER DODGE JEEP
Drive A Little • Save A Lot
US-1, Melbourne
gatorchrysler.net
(321)724-6611

Buy & Sell fast!
TCPALM Localfieds

Auto Dealer Directory

VELDE FORD
velde-ford.com
488 US Hwy 1
VERO BEACH
772-569-3400

VERO BEACH JEEP
855 S. US ONE
800-375-2966
verobeachcjd.com

Auto Dealer Directory

GRIECO NISSAN
Sales/Service
4815 S US 1
1-888-728-4235
GriecoNissan.com
(772)464-4645

Buy & Sell fast!
TCPALM Localfieds

Request for Bids

The Request for Qualifications packet (one signed original and four copies) must be sealed and returned no later than 2:00 p.m. on November 29, 2018.

This RFQ package can be downloaded from the Onvia DemandStar website at http://www.demandstar.com or by contacting Jeff Carver.

M/WBE's are encouraged to participate in the RFQ process.

NOTE: ALL PROSPECTIVE BIDDERS/RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE INDIAN RIVER COUNTY SCHOOL BOARD, STAFF OR OFFICIALS OTHER THAN THE DIRECTOR OF PURCHASING.

Jeff Carver,
Director of Purchasing
6055 62nd Avenue
Vero Beach, FL 32967
772-564-5050
Pub Nov.4th2018 TCN 2155235

Buy and sell autos fast! TCPALM Localfieds

ADVERTISEMENT FOR BIDS
INDIAN RIVER COUNTY

Sealed bids will be received by Indian River County until 2:00 P.M. on Wednesday, December 5, 2018. Each bid shall be submitted in a sealed envelope and shall bear the name and address of the bidder on the outside and the words "INDIAN RIVER COUNTY COURTHOUSE RENOVATIONS PROJECT and Bid No. 2019022". Bids should be addressed to Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 P.M. All bids received after 2:00 P.M., on the day specified above, will not be accepted or considered.

INDIAN RIVER COUNTY PROJECT NO. IRC-1728
INDIAN RIVER COUNTY BID NO. 2019022

PROJECT DESCRIPTION: This project includes renovation work to the first and second floor of the existing Indian River County Courthouse. The first-floor Law Library area will be renovated to house Probate/Juvenile offices that are currently located on the second floor. The second-floor area where Probate/Juvenile offices are located will be renovated into a new courtroom. The work includes demolition of existing walls, ceilings, casework and finishes. The new work to include walls, ceilings, casework, millwork, modular and courtroom furniture, finishes, lighting, av/telecom, mechanical, plumbing, electrical and security.

All material and equipment furnished and all work performed shall be in strict accordance with the plans, specifications, and contract documents pertaining thereto. Copies of the documents are available at: www.demandstar.com or by contacting the Purchasing Division at (772) 226-1416 or purchasing@ircgov.com. All other communications concerning this bid shall be directed to IRC Purchasing Division at purchasing@ircgov.com.

All bidders shall submit one (1) original and one (1) copy of the Bid Proposal forms provided within the specifications. Please note that the questionnaire must be filled out completely including the financial statement. BID SECURITY must accompany each Bid, and must be in the form of an AIA Document A310 Bid Bond, properly executed by the Bidder and by a qualified surety, or a certified check or a cashier's check, drawn on any bank authorized to do business in the State of Florida. Bid Security must be in the sum of not less than Five Percent (5%) of the total amount of the bid, made payable to Indian River County Board of County Commissioners. In the event the Contract is awarded to the Bidder, Bidder will enter in a Contract with the County and furnish the required 100% Public Construction Bond and certificates of insurance within the timeframe set by the County. If Bidder fails to do so, the Bid Security shall be retained by the County as liquidated damages and not as penalty.

The County reserves the right to delay awarding of the Contract for a period of ninety (90) days after the bid opening, to waive informalities in any bid, or reject any or all bids in whole or in part with or without cause/or to accept the bid that, in its judgement, will serve the best interest of Indian River County, Florida. The County will not reimburse any Bidder for bid preparation costs.

A Pre-Bid Conference will be held on Monday, November 19, 2018 at 2:00 P.M., in the Room 119 of the Indian River County Courthouse located at 2000

Request for Bids

16th Avenue, Vero Beach, Florida, 32960. ATTENDANCE AT THIS CONFERENCE IS Highly Encouraged.

INDIAN RIVER COUNTY
By: Jennifer Hyde
Purchasing Manager
November 4, 2018
TCN.2154379

FORT PIERCE UTILITIES AUTHORITY (FPUA)

FORT PIERCE, FLORIDA
CALL FOR BIDS NO. 18-36A

Sealed bids will be received by FPUA, Fort Pierce, Florida, in the office of the Purchasing Manager, until:

2:30PM FRIDAY
NOVEMBER 30, 2018
For furnishing:
ELECTRIC DISTRIBUTION POLE REPLACEMENTS-PHASE 2

per detailed specifications and statement of work available on
www.fpua.com,
www.demandstar.com
or by e-mail request to PurchasingManager@fpua.com. Bid documents are also available upon request from the Purchasing Manager, FPUA, 500 Boston Ave, Fort Pierce, Florida

FPUA encourages Minority/Women Business Enterprise participation.
Pub Nov 4th&11th 2018
Tcn2154450

Wheels/Recreation

Buy and Sell here!
TCPALM localfieds

SOLICITATION FOR BIDS

North St. Lucie River Water Control District is seeking bids for a Culvert and Riser Restoration Project
in St. Lucie County, FL.
All prospective bidders must attend a mandatory pre-bid conference and site showing on Monday, November 12, 2018 at11:00 AM. Bid packets will be distributed at that time.
Bidders will meet at 14666 Orange Ave., Ft Pierce, FL 34945.To register for the pre bid meeting , please call (772) 461-5050.
Pub October 31st Nov.4th & 7th 2018 Tcn 2141992

Real Estate Sales

Homes For Sale

DOCTORS ROW Vero Beach 3 bed, 4 bath, Concrete Home. built 2005. Enclosed Pool. Furnished, 1/2 acre lot, end of cul-dec-sac. Old Savannah $628,000. MLS #208360 Call (508)523-3573

RIVER FRONT 12119 South Indian River Drive., CBS 3/2/1 home. River front. Best buy. nicely renovated. 2630 sq ft, 1500 sq ft air conditioned. New kitchen, tile floors, paint inside and out. Fenced in back yard. Large car port and garage. Great views. Call for apt. 772-538-1945 (772)538-1935

VERO BEACH



LAUREN CONNOLLY
772-633-5453

Vista Royale
9 Vista Palms Ln #101
2BR/2BA, 1st Floor Corner
Updated Master Bath
$88,900

1908 37th Ave
3BR/2BA CBK
Tropical Oasis
w/XL 3-bay garage &
9' overhead doors.
$283,000

Lauren Connolly, CRS, GRI
Broker/Owner
Custom Real Estate Services

Condos-Furn

VERO BEACH VISTA ROYALE 1ST. FLOOR 2 bed, 2 bath. Excellent Condition, Fully furnished. $115,000.00 Call (508)523-3573

Condos-Unfurn

VERO CONDO Delightful 1/1 miracle mile plaza, carport, beautiful grounds $115,000, owner finacing (772)559-4041

Manufactured Homes

VERO Lg 2/1 home, updated, central air, screen patio, quiet adult comm., Must be 55 or older, no pets, loc. near beach & shopping $12,795. Keith (772)217-1247

Real Estate Wanted

I BUY VACANT LAND!
Anywhere in Martin County.
Fast closings.
Call Mr. Frank (561)578-0319

Real Estate Rentals

Apartments - Furnished

STUART waterfront efficiency on St. Lucie River, downtown, in historic district, off street parking, CLEAN, no pets; Rent includes utilities; Call 772-283-5677

Apartments - Unfurn.

FORT PIERCE
1BR/1BA 2BR/2.5BA
www.CortezVillage.net
(772) 466-1505

STUART 2BR/2BA. Executive Apt. in North River Shores. Screened porch. Washer & Dryer. $1050/mo. Security required. Call 561-662-7908 Mature adults only.

Homes Unfurnished

LAUREL SUBDIVSION - 3/3/2, fireplace, pool/hot tub, private subdivision, $1900/mo F/L/S (772)559-1779

POINTE WEST HOUSE - Pointe West East Village, 3BR, New construction home in Pointe West East Village, 3 br with office space, screened patio, comm pool, two car gar, gas stove, avail 12/28/18 (954)798-6301 or (954)798-6301.

PORT ST. LUCIE 1981 SW HAMPSHIRE LN, 3/2/2 w/ Lg cover patio. Over 2300sq ft, close to 95 & turnpike. Quiet area, **NO PETS, NO SMOKING.** $1500/mo (772)621-8188

RENTALS
Let Me Rent Your Properties!
Annual/Seasonal
Furnished/Unfurnished



Barbara Foster Realtor
(772) 713-5088
(772) 234-3450 ext. 2020
bfyoga@aol.com
verobeachrentals.org
ELMDALE Management Group

VERO BEACH RENTALS AND PROPERTY MANAGEMENT
772-228-1414
Rent@VeroBeachRent.com
Let us rent and manage your investment for YOU!!
VeroBeachRent.com
Vero Beach Rent

VERO BEACH GARDEN GROVE GATED COMMUNITY
2 Br/2 Ba with office/den Club house + pool. No pets, yearly rental $1600/mo. Avil. Nov. 1 (772)696-3344

Condos Furnished

VERO BEACH
2BR/2BA water front, pool & clubhouse close to beach & restaurants 3/mo min. $2500/mo. (561)951-4653

VERO BEACH Oak Park Terrace 2BR/2BA, 55+ 1st floor, Unfurn. $980/mo + Security, Clbhse, heated pool, close to everything! Avail. Dec. 1 (908) 745-8238

Condos Unfurnished

SURREY WOODS

2/2 all tile, appls, gated, pool, sm pet. From $895

Friend Realty, Inc.
(772) 878-8088

Manufactured Homes

SU-RENE MHP - Beautiful lg. 1/1, tile floors, cent AC, w/d hookup 55+, NO PETS /KIDS $695 Kieth (772)217-1247 Call Vicki (772)453-9051 ~ Vero

Beach Rentals

HUTCHINSON ISLAND SOUTH
1BR/2BA Condo. Ocean, river and golf views.
$4500 a month. 3 mo. min.
Call 248-377-1596

VERO BEACH OCEANFRONT
Avail Mar 1, 2019 Furnished 1 & 2BR condos. Ocean Dr, htd pool, no pets $1250/week; monthly neg. (772)492-8014 (443)235-9256

Rooms Furn/Unfurn

VERO BEACH - Internet/TV, access to kitchen, dining, living & laundry rooms. Private bath. Prefer older gentleman $550/mo. Quiet/Nice area. Call (772)501-4038

Senior Housing

I REALLY NEED A ROOM TO RENT OR HOUSE TO SHARE - By Nov 3rd (609)435-2600

Wanted To Rent

ROOM TO RENT YEAR ROUND
Own furniture. Very to myself & quiet. Looking for nice people to room with
(802)565-8336

Real Estate Commercial

Commercial RE Lease

VERO BEACH: all sizes, best location, beautiful offices ready for occupancy. Great incentives, multi-zone, private bathroom, starting at $11.50 a sf (772)569-6200

Offices/Warehouses/Rent

2 OFFICE SUITE RENTALS CLOSE TO US 1 ON PSL BLVD
High traffic visibility and private parking. 1) 1650 SF. Private entrance/bathroom, all tiled floors. Plenty of parking. $1950/mo. 2) 100 SF. Salon setting, office available for general business. Waiting area, water & elect incl. $495/mo + tax. (772)971-2222

OFFICE SPACE Real estate company extra office space for rent. Located in busy Walgreens plaza. Rent negotiable. Call 772-485-5222 for information.

Transportation

Automobiles for Sale

2007 MERCURY MARQUIS 61K mi, cold AC, ex cond, lthr. $6750 obo. (772)646-3444.

2010 TOYOTA PRIUS 146K mi. Selling due to disability. $15,000 (772)800-3848.

FORD TAURUS - 2007. SE. Very clean, well maintained. $3650 (772)485-7834.

Sport Utility Vehicles

2005 TOYOTA SIENNA XLE
104K mi, leather interior, Seats 7, **$5250 (772)284-0461**

Trucks

2005 DODGE DAKOTA V8, auto, a/c, p/s, p/b, good cond., **$4500 (772)538-6432.**

2011 CHEVROLET COLORADO pickup, bad chassis, new bed 63,000 miles, $2000. (631)926-3699

Vans

2007 CHRYSLER TC TOURING, 7 passenger, 99K mi., Mint, white $4100 (772)321-7564.

Classic Cars

1978 MERCEDES-BENZ 450SL - Great condition. $9,999 (407)620-6682

1985 CADILLAC ELDORADO New paint & tires, runs good, garaged, $6700 (772)286-9965.

2005 FORD THUNDERBIRD Convertible. Gold. 50K mi. $19,500 (772)225-6413.

Vehicles Wanted

AAA AUTO ANALYSIS
All Makes • All Price Ranges • We buy Cars, Trucks & Motorcycles; Est. 1981
772-260-9707

A ACURA TO VOLVOS
TOP $ DOLLAR CASH FOR YOUR VEHICLE
772-879-9995
CARS & US INC.

Recreation

Boats/Motors/Marine

BOAT DOCK - Lift 12K lbs, 1 mi d/twn Stuart, water/elect., boat up to 30', private home $320/mo. (561)779-5626.

Garage Sales

Local treasures found here

Weekends are made for happy discoveries. Find yours faster with easy-read Localfieds garage sale listings.

Find yours online at
TCPALM localfieds

Campers & RV's

2017 THOR AXIS 25.4 garage kept, 17K mi., E450, V10, non smoker/pets, Truma water heater, + upgrades, $66,000 Call (772)214-7106.

RV Parks/Resorts/Camp

RV LOTS
$400/Month
+ Utilities, 55+ comm
386-233-8097 or
305-338-5063

The key to selling your car starts here

Wheels/Recreation

Place your ad online at
TCPALM localfieds
Reach locals

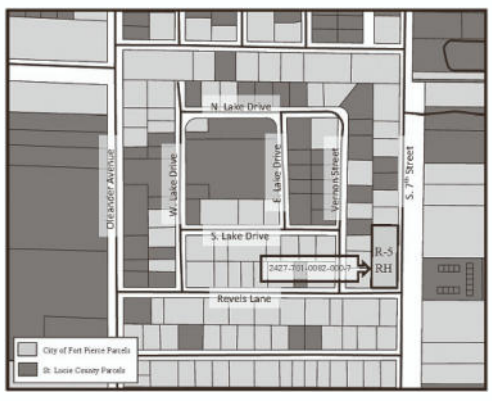
Public Notices

Public Notices

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING FOR AN ANNEXATION

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, November 19th, 2018 and Monday, December 3rd, 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 ordinances entitled:

ORDINANCE NO. 18-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE 702 REVELS LANE 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 Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.

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
11-04-2018 and 11-11-2018 TR-215536

Transportation

TCPALM localfieds Where local meets classifieds Place your ad with us. Call 1-877-2472407

Transportation

Auto Dealer Directory

VERO BEACH CHRYSLER
855 S US 1
800-375-2966
verobeachcjd.com

Auto Dealer Directory

GATOR CHRYSLER DODGE JEEP
Drive A Little • Save A Lot
US-1, Melbourne
gatorchrysler.net
(321)724-6611

Buy & Sell fast!
TCPALM Localfieds

Auto Dealer Directory

VELDE FORD
velde-ford.com
488 US Hwy 1
VERO BEACH
772-569-3400

VERO BEACH JEEP
855 S. US ONE
800-375-2966
verobeachcjd.com

Auto Dealer Directory

GRIECO NISSAN
Sales/Service
4815 S US 1
1-888-728-4235
GriecoNissan.com
(772)464-4645

Buy & Sell fast!
TCPALM Localfieds

Request for Bids

ENCLOSED" and shall bear the name and address of the bidder on the outside and the words: **"West Wabasso Community Gravity Sewer System, Phase 2";** Bid No. 2019-020. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Any bids received after **2:00 PM** will not be accepted or considered.

All material and equipment furnished and all work performed shall be in strict accordance with the Invitation to Bid documents pertaining thereto. Copies of the documents are available at: www.demandstar.com or by contacting the Purchasing Division at (772) 226-1416 or purchasing@ircgov.com. All communication concerning this bid should be directed to the Purchasing Division at purchasing@ircgov.com.
One original and two copies of bids shall be submitted on the Bid Forms provided within the Bidding Documents. BID SECURITY must accompany each Bid, and must be in the form of an AIA Document A310 Bid Bond, properly executed by the Bidder and by a qualified surety, or a certified check or a cashier's check, drawn on any bank authorized to do business in the State of Florida. Bid Security must be in the sum of not less than Five Percent (5%) of the total amount of the bid, made payable to Indian River County Board of County Commissioners. In the event the Contract is awarded to the Bidder and required insurance certificates are submitted, Bidder will enter in a Contract with the County and furnish the required 100% Public Construction Bond within the timeframe set by the County. If Bidder fails to do so, the Bid Security shall be retained by the County as liquidated damages and not as penalty.

A pre-bid meeting will be held at 2:00 PM on December 4, 2018 in the Purchasing Conference Room (Room B1-303), 1800 27th Street, Vero Beach, FL. Attendance at the pre-bid is strongly encouraged but not mandatory.

This project is being funded by the St. Johns River Water Management District, Department of Environmental Protection, and Indian River Lagoon National Estuary Program. It is the County's intention to award the bid to the lowest, responsive and responsible bidder in the best interest of the County.

The County reserves the right: to delay awarding of the Contract for a period of sixty (60) days after the bid opening, to waive technicalities and irregularities in any Bid, or reject any or all bids in whole or in part with or without cause/ or to accept the bid that, in its judgment, will serve the best interest of Indian River County, Florida. The County will not reimburse any Bidder for bid preparation costs.

INDIAN RIVER COUNTY
PURCHASING MANAGER
Pub Nov 11th 2018
Tcn2159438

FORT PIERCE UTILITIES AUTHORITY (FPUA)

FORT PIERCE, FLORIDA
CALL FOR BIDS NO. 18-36A

Sealed bids will be received by FPUA, Fort Pierce, Florida, in the office of the Purchasing Manager, until:

2:30PM FRIDAY
NOVEMBER 30, 2018
For furnishing:
ELECTRIC DISTRIBUTION POLE

Request for Bids

REPLACEMENTS-PHASE 2

per detailed specifications and statement of work available on www.fpua.com, www.demandstar.com or by e-mail request to PurchasingManager@fpua.com. Bid documents are also available upon request from the Purchasing Manager, FPUA, 500 Boston Ave, Fort Pierce, Florida

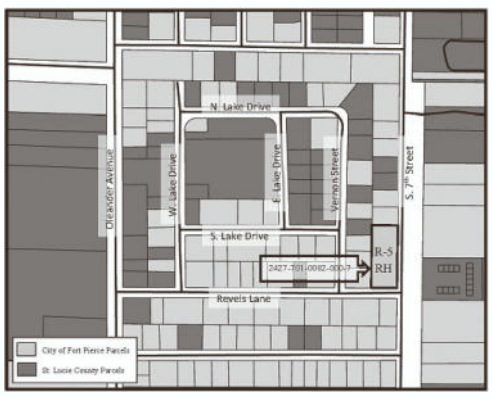
FPUA encourages Minority/ Women Business Enterprise participation.
Pub Nov 4th&11th 2018
Tcn2154450

Public Notices

CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING FOR AN ANNEXATION

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, November 19th, 2018 and Monday, December 3rd, 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 ordinances entitled:

ORDINANCE NO. 18-040 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE 702 REVELS LANE 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 Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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.

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
11-04-2018 and 11-11-2018 TR-215536

Wheels/Recreation

Buy and Sell here!
TCPALM localfieds

Real Estate Sales

Open Houses

INLET AT SEBASTIAN CONDO OPEN HOUSE 1-4 13530 MYSTIC DR #205, $219,900
3BR/2BA Huge balcony
1 car garage, club house, in the Indian river with pool.
Co Nelson Moscoco Realtor Century 21 (561)313-0633

OPEN HOUSE SUN. 11th 12-3pm 3BR/2BA, ICW access, newly updated, 611 E. Causeway Blvd. Vero B. (772)532-2359

Homes For Sale

2 ACRES, EQUINE CMTY 5,450 SF living; <10K SF total, 3BR/ 3BA+2/1 in-law ste, 5-bay shop, huge bonus rm & pool, oversized garage. $640,000
Wendy Dewitt, Realtor Olde Florida Realty 772-341-3478

DOCTORS ROW Vero Beach 3 bed, 4 bath, Concrete Home. built 2005. Enclosed Pool. Furnished, 1/2 acre lot, end of cul-dec-sac. Old Savannah $628,000. MLS #208360 Call (508)523-3573

FSBO-PALM CITY FARMS-5 ACRES CBS 3 /2 .5/ 2 Built 2003 Fenced/ No Wetland By Appt (772)285-9432

PALM CITY/CHARTER CLUB NICE! 3/2/2 CBS lakefront home w/shutters newer roof new A/C & more! $274,000
Donna Deuso 772-834-5246 Real Estate of FL

VERO BEACH



LAUREN CONNOLLY 772-633-5453

Vista Royale
9 Vista Palms Ln #101
2BR/2BA, 1st Floor Corner
Updated Master Bath
$88,900

1908 37th Ave
3BR/2BA CBK
Tropical Oasis
w/XL 3-bay garage &
9' overhead doors.
$283,000

Lauren Connolly, CRS, GRI
Broker/Owner
Custom Real Estate Services

Condos-Furn

VERO BEACH VISTA ROYALE 1ST. FLOOR 2 bed, 2 bath. Excellent Condition, Fully furnished. $115,000.00 Call (508)523-3573

Manufactured Homes

VERO Lg 2/1 home, updated, central air, screen patio, quiet adult comm., Must be 55 or older, no pets, loc. near beach & shopping $12,795. Keith (772)217-1247

Real Estate Rentals

Apartments - Furnished

STUART waterfront efficiency on St. Lucie River, downtown, in historic district, off street parking, CLEAN, no pets; Rent includes utilities; Call 772-283-5677

Apartments - Unfurn.

FORT PIERCE
1BR/1BA 2BR/2.5BA
www.CortezVillage.net
(772) 466-1505

STUART 2BR/2BA. Executive Apt. in North River Shores. Screened porch. Washer & Dryer. $1050/mo. Security required. Call 561-662-7908 Mature adults only.

Homes Unfurnished

POINTE WEST HOUSE - Pointe West East Village, 3BR, New construction home in Pointe West East Village, 3 br with office space, screened patio, comm pool, two car gar, gas stove, avail 12/28/18 (954)798-6301 or (954)798-6301.

PORT ST. LUCIE 1981 SW HAMPSHIRE LN, 3/2/2 w/ Lg cover patio. Over 2300sq ft, close to 95 & turnpike. Quiet area, **NO PETS, NO SMOKING.** $1500/mo (772)621-8188

RENTALS
Let Me Rent Your Properties!
Annual/Seasonal
Furnished/Unfurnished



Barbara Foster Realtor
(772) 713-5088
(772) 234-3450 ext. 2020
bfyoga@aol.com
verobeachrentals.org
ELMDALE Management Group

VERO BEACH RENTALS AND PROPERTY MANAGEMENT
772-228-1414
Rent@VeroBeachRent.com
Let us rent and manage your investment for YOU!!
VeroBeachRent.com
Vero Beach Rent

VERO BEACH GARDEN GROVE GATED COMMUNITY
2 Br/2 Ba with office/den Club house + pool. No pets, yearly rental $1600/mo. Avil. Nov. 1 (772)696-3344

Condos Furnished

VERO BEACH
2BR/2BA water front, pool & clubhouse close to beach & restaurants 3/mo min. $2500/mo. (561)951-4653

VERO BEACH Oak Park Terrace 2BR/2BA, 55+ 1st floor, Unfurn. $980/mo + Security, Clbhse, heated pool, close to everything! Avail. Dec. 1 (908) 745-8238

Manufactured Homes

SU-RENE MHP - Beautiful lg. 1/1, tile floors, cent AC, w/d hookup 55+, NO PETS /KIDS $695 Kieth (772)217-1247 Call Vicki (772)453-9051 ~ Vero

Waterfront Rentals

River View, 2BR/2BA, 1975sq. ft. SS appl., ceiling fans, 10 ft. ceilings, clubouse, pool/ tennis/grills, (352)304-0529

Beach Rentals

HUTCHINSON ISLAND SOUTH 1BR/2BA Condo. Ocean, river and golf views. $4500 a month. 3 mo. min. Call 248-377-1596

VERO BEACH OCEANFRONT Avail Mar 1, 2019 Furnished 1 & 2BR condos. Ocean Dr, htd pool, no pets $1250/week; monthly neg. (772)492-8014 (443)235-9256

Rooms Furn/Unfurn

PALM CITY Pool/spa, Tiki bar, private room, very safe quiet area, video security, $700/ mo. incs. all Call 772-201-9079

VERO BEACH - Internet/ TV, access to kitchen, dining, living & laundry rooms. Private bath. Prefer older gentleman $550/mo. Quiet/ Nice area. Call (772)501-4038

Wanted To Rent

ROOM TO RENT YEAR ROUND Own furniture. Very to myself & quiet. Looking for nice people to room with **(802)565-8336**

Real Estate Commercial

Commercial RE Lease

VERO BEACH: all sizes, best location, beautiful offices ready for occupancy. Great incentives, multi-zone, private bathroom, starting at $11.50 a sf (772)569-6200

Offices/Warehouses/Rent

OFFICE SPACE Real estate company extra office space for rent. Located in busy Walgreens plaza. Rent negotiable. Call 772-485-5222 for information.

Transportation

Automobiles for Sale

'03 MITSUBISHI GALANT 75K mi! New Mich. tires, sunrf, CD, AC $2,350 (772)672-2900.

'11 HYUNDAI SONATA -.65K mi, 30+ mpg, 1 owner, cold air, clean. $6995 (772)532-7327.

2009 JAGUAR One of a kind, gar. kept, 19K mi, must see $18,500 (772)562-9898.

2010 TOYOTA PRIUS 146K mi. Selling due to disability. $15,000 (772)800-3848.

AFFORDABLE AUTO SALES OF STUART

2006 DODGE RAM 1500 QUAD CAB W/HEMI $4500 772-600-8436

2012 DODGE AVENGER 4DR $4500 772-600-8436

2009 NISSAN SENTRA SE $4250 772-600-8436

2006 JEEP GRAND CHEROKEE LIMITED 5.7L V8 4X4 $3995 772-600-8436

2004 HONDA ACCORD LX 4DR $2995 772-600-8436

2000 MAZDZ MIATA CONVERTIBLE $3995 772-600-8436

2006 NISSAN ALTIMA $3995 772-600-8436

2004 MISUBISHI ECLIPSE CONVERTIBLE $2500 772-600-8436

WE FINANCE!
www.stuartautosales.com
(723) 600-8436

Sports and Imports

'03MERCEDES-BENZ SLK320 ROADSTER. Must see & drive! $5450 (772)485-7834.

'03MERCEDES-BENZ SLK320 ROADSTER. Must see & drive! $5450 (772)485-7834.

JAGUAR XF - 2013. 32K mi. Ex cond! White, sunroof $21,000 (772)284-0461.

Sport Utility Vehicles

2005 TOYOTA SIENNA XLE 104K mi, leather interior, Seats 7, **$5250 (772)284-0461**

Vans

HONDA ODYSSEY - 2002. Van. 6-psgr, AC, Svc records, runs great $2200 (772)321-7564.

Classic Cars

1985 CADILLAC ELDORADO New paint & tires, runs good, garaged, $6700 (772)286-9965.

Vehicles Wanted

AAA AUTO ANALYSIS
All Makes • All Price Ranges • We buy Cars, Trucks & Motorcycles; Est. 1981
772-260-9707

A ACURA TO VOLVOS
TOP $ DOLLAR CASH FOR YOUR VEHICLE
772-879-9995
CARS & US INC.

Recreation

Boats/Motors/Marine

1988 BAY HAWK - 1988 BAY HAWK.20 FEET.CENTER CONSOLE.YAMAHA 130.CUSTOM TRAILER,BIMINI TOP,NEW BOTTOM COAT,CUSTOM COVER,NEW WIRING.GOOD CONDITION.NEEDS A LITTLE WORK.ASKING $5800.772-643-3934. (772)567-6527.

60' DOCK SLIP - w/50 amp elec, Marsh Island Marina next to 510 bridge in Vero Beach. $500 mo + elec. (631)445-6364

BOAT DOCK - Lift 12K lbs, 1 mi d/twn Stuart, water/elect., boat up to 30', private home $320/mo. (561)779-5626.

GLACIER BAY $25K 320hrs 2S115hp4stk 24'8" 2005 (772)486-3336.

Campers & RV's

2015 BIGHORN 5TH WHEEL 42', 5 slides, front LR, W/D, 55-in TV, LOADED! $45,900. (508)930-8396.

2017 THOR AXIS 25.4 garage kept, 17K mi., E450, V10, non smoker/pets, Truma water heater, + upgrades, $66,000 Call (772)214-7106.

RV Parks/Resorts/Camp

RV LOTS
$400/Month
+ Utilities, 55+ comm
386-233-8097 or
305-338-5063

The key to selling your car starts here

Wheels/Recreation

Reach **local buyers** in the Localfieds. Easy scanning help folks find your listing faster. Get your ad in front of real buyers. Sellers, start your engines!

Place your ad online at TCPALM localfieds

Reach the locals!

City Commission Regular Meeting **12.d.**

Meeting Date: 11/19/2018

Re: Legislative Hearing - Ordinance 18-041 Amending Construction Board of Adjustments and Appeals - FIRST READING

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 18-041 amending Chapter 5, Article I of the Code of Ordinance entitled "Building Code" amending Section 5-1.140 regulating the Construction Board of Adjustment and Appeals. FIRST READING

SUMMARY:

Proposed Ordinance would amend and provide additional rules for membership; Board terms; quorum requirements; Board secretary duties; conduct of Board member requirements; Board rule-making authority; a severability clause; an effective date; and repealing all Ordinances in conflict herewith.

RECOMMENDATION:

Approve proposed Ordinance 18-041 amending Chapter 5, Article 1 of the Code of Ordinance entitled "Building Code" amending Section 5-1.140 regulating the Construction Board of Adjustment and Appeals.

ALTERNATIVES:

Do not approve Ordinance 18-041 at this time.

RESPONSIBLE STAFF:

Paul Thomas, Building Official
Shaun Coss, Building Department Coordinator

COORDINATED WITH:

Iola Mosley, Assistant City Attorney

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

Proposed Ord. 18-041

Proposed Ord. 18-041 Proof of Advert.

Proof of Publication

Form Review

Inbox	Reviewed By	Date
Building	Ed Roseberry	11/07/2018 08:36 AM
City Manager	Nick Mimms	11/14/2018 03:42 PM

Form Started By: Karen Murphy Started On: 11/06/2018 08:31 AM

Final Approval Date: 11/14/2018

ORDINANCE NO. 18-041

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING CHAPTER 5, ARTICLE I** OF THE CODE OF ORDINANCES ENTITLED **"BUILDING CODE";** AMENDING SECTION 5-1.140.2.1, TO PROVIDE ADDITIONAL RULES FOR CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS MEMBERSHIP; AMENDING SECTION 5-1.140.2.2, PROVIDING FOR BOARD TERMS; AMENDING SECTION 5-1.140.2.3 PROVIDING BOARD QUORUM REQUIREMENTS; AMENDING SECTION 5-1.140.2.4 PROVIDING BOARD SECRETARY DUTIES; AMENDING SECTION 5-1.140.2.5, TO PROVIDE CONDUCT OF BOARD MEMBER REQUIREMENTS; AMENDING SECTION 5-1.140.6.1, PROVIDING BOARD RULE MAKING AUTHORITY; 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 provides, in part, authority of municipal enforcement and interpretation the Florida Building Code; and

WHEREAS, The International Property Maintenance Code, Chapter 1 provides for scope and administration of the code;

WHEREAS, Florida State Statutes §286 and §289 provide, in part, municipal requirements for compliance with Florida's open meetings laws and sunshine law; and

WHEREAS, Chapter 5, Article I, of the Code of Ordinances, provides for the regulation of the Florida Building Code; which shall be amended from time to time to ensure compliance with State Statutes and to provide exceptional service to the public.

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

SECTION 1. Chapter 5, Article I, Sec 5-1.140.2.1, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-1.140.2.1 Membership. The Construction Board of Adjustment and Appeals should be composed of two (2) division I contractors, one electrical contractor, one mechanical contractor, one plumbing contractor, one architect, one engineer and two (2) members of the general public whenever possible. A board member shall not act in a case in which he has a personal or financial interest. <u>The general public members shall be residents of the city who are not, and have never been an employee of or a practitioner of the construction industry or any closely related profession.</u>

SECTION 2. Chapter 5, Article I, Sec 5-1.140.2.2, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-1.140.2.2. Terms. The terms of office of the board members shall be staggered so no more than 1/3 of the board is appointed or replaced in any twelve (12) month period. Vacancies shall be filled for an un-expired term in the manner in which original appointments are required to be made. Continued absence of any member from required meetings of the board shall, at the discretion of the applicable governing body, render any such member subject to immediate removal from office. <u>After having served four (4) consecutive terms, a member shall not be eligible for reappointment to the board for a period of two (2) years.</u>

SECTION 3. Chapter 5, Article I, Sec 5-1.140.2.3, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-1.140.2.3 Quorum and Voting. ~~A simple majority~~ Six members of the board shall constitute a quorum. In varying any provision of this code, the affirmative votes of the majority present~~, but not less than three affirmative votes,~~ shall be required. In modifying a decision of the building official, not less than four affirmative votes~~, but not less than a majority of the board,~~ shall be required.

SECTION 4. Chapter 5, Article I, Sec 5-1.140.2.4, of the Code of Ordinances, is hereby amended to read as follows:

Sec. 5-1.140.2.4 Secretary of Board. ~~A person shall be appointed by the local jurisdiction to act~~ The director of building and community response, or his designee, shall serve as the secretary of the board, and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member and any failure of a member to vote.

SECTION 5. Chapter 5, Article I, Sec 5-1.140.2.5, of the Code of Ordinances, is hereby established to read as follows:

Sec. 5-1.140.2.5 Conduct of Board Members. Any board member found guilty or responsible for committing a violation related to the construction industry by any city, county or state shall submit the order determining such violation or guilt to the City Clerk within seven (7) days of the date of the order.

Any applicant seeking board appointment previously found guilty or responsible for committing a violation related to the construction industry by any city, county or state shall submit the order determining such violation or guilt to the City Clerk therein with their application for appointment.

SECTION 6. Chapter 5, Article I, Sec 5-1.140.6.1, of the Code of Ordinances, is hereby established to read as follows:

Sec. 5-1.140.6.1 Rules and Regulations. ~~The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code.~~ The board shall have the authority to make such by-laws, and procedural rules necessary to the orderly conduct of its meetings. Any such rule must be consistent with the Charter and ordinances of the city, and both state and federal law. The board shall meet on call of the chairman. The board shall meet within thirty (30) calendar days after notice of appeal has been received.

SECTION 7. 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 8. 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 9. This ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Ben Bryan, Jr.
Interim 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. 18-041 was duly advertised by title only in the St. Lucie News Tribune on November 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 November 19, 2018; and was duly introduced, read by title only, and passed on second and final reading on Monday, December 3, 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 December, 2018.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: 18-041 Chap 5

RUN ONCE: November 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, November 19, 2018 and Monday, December 3, 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. 18-041 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 5, ARTICLE I OF THE CODE OF ORDINANCES ENTITLED "BUILDING CODE"; AMENDING SECTION 5-1.140.2.1, TO PROVIDE ADDITIONAL RULES FOR CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS MEMBERSHIP; AMENDING SECTION 5-1.140.2.2, PROVIDING FOR BOARD TERMS; AMENDING SECTION 5-1.140.2.3 PROVIDING BOARD QUORUM REQUIREMENTS; AMENDING SECTION 5-1.140.2.4 PROVIDING BOARD SECRETARY DUTIES; AMENDING SECTION 5-1.140.2.5, TO PROVIDE CONDUCT OF BOARD MEMBER REQUIREMENTS; AMENDING SECTION 5-1.140.6.1, PROVIDING BOARD RULE MAKING AUTHORITY; 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: 11/9/2018

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)	2158822	18-041	18-041

Pub Dates
November 9, 2018

Sworn to and subscribed before me this day of, November 09, 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 Monday, November 19, 2018 and Monday, December 3, 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. 18-041 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 5, ARTICLE I OF THE CODE OF ORDINANCES ENTITLED "BUILDING CODE"; AMENDING SECTION 5-1.140.2.1, TO PROVIDE ADDITIONAL RULES FOR CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS MEMBERSHIP; AMENDING SECTION 5-1.140.2.2, PROVIDING FOR BOARD TERMS; AMENDING SECTION 5-1.140.2.3 PROVIDING BOARD QUORUM REQUIREMENTS; AMENDING SECTION 5-1.140.2.4 PROVIDING BOARD SECRETARY DUTIES; AMENDING SECTION 5-1.140.2.5, TO PROVIDE CONDUCT OF BOARD MEMBER REQUIREMENTS; AMENDING SECTION 5-1.140.6.1, PROVIDING BOARD RULE MAKING AUTHORITY; 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: 11/9/2018
tcn 2158822

City Commission Regular Meeting **12.e.**

Meeting Date: 11/19/2018

Re: Rezoning - Civic Professionals Plaza - 2201 S. 25th Street

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Ordinance 18-039 Approval of a Zoning Atlas Map Amendment (rezoning) submitted by property owner, Autz, Inc. A New York Company, applicant, Mark Youssef, and representative Brad Currie of Engineering, Design, & Construction, Inc. to rezone the property from C-1, Office Commercial to PD, Planned Development to allow for a pharmacy to become an allowed use on the property. Parcel ID: 2417-444-0001-000-7

SUMMARY:

- The subject property is located at 2201 S. 25th Street within the City of Fort Pierce, Florida, representing approximately .93 acres of land.
- The owner/applicant seeks rezoning of the subject property located at 2201 S. 25th Street from C-1, Office Commercial to PD, Planned Development.
- The property has an established office building and the applicant would like to allow a pharmacy as a permitted use on the property under the PD, Planned Development zoning district.
- The applicant has designated a total allowable space of 1,500 square feet for the pharmacy use.
- The applicant has specified that the pharmacy use in this PD, Planned Development does not include medical marijuana dispensaries.
- At their meeting on October 9, 2018 the Planning Board voted 4-3 to approve the request as presented.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Ordinance #18-039
Application & Supporting Documents
Aerial Map
Zoning Map
TRC Comments
TRC Comment Response from Applicant
Public Certification Notification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:47 PM

Form Started By: Brandon Creagan
Started On: 10/31/2018 06:58 PM
Final Approval Date: 11/14/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Zoning Atlas Map Amendment**
Civic Professionals Plaza - 2201 S. 25th Street

DATE: November 2, 2018

STAFF REPORT

Property Owner: Autz, Inc. A New York Company
375 Beverly Rd
Douglaston, NY 11365

Applicant: Mark Youssef
445 21st Court SW
Vero Beach, FL 32962

Representative: Engineering, Design, & Construction, Inc. (Brad Currie, AICP)
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

Requested Action: Approval of a Zoning Atlas Map Amendment from C-1, Office Commercial to Planned Development (PD)

Site Location: 2201 S. 25th Street Fort Pierce, Florida.

Parcel ID: 2417-444-0001-000-7

Parcel Size: .93 acres

Current Zoning: C-1, Office Commercial

Current Future Land Use: OP, Offices, Professional & Business Services

Proposed Zoning: PD, Planned Development

	North	East	South	West
Surrounding Zoning	C-1/R3	OS1	C-1/R-4	R-4
Surrounding FLU:	OP/RL	INST	OP/RM	RM

Staff Analysis:
Request:

In accordance with Section 22-40 of the City Code, the applicant is requesting the review and approval of a Planned Development (PD) for the Civic Professionals Plaza to rezone the subject site to allow for the use of a 1,500 square foot pharmacy within the plaza.

Current Conditions:

The property is located at 2201 S. 25th Street in Fort Pierce, Florida. The current zoning on the property is C-1, Office Commercial with the Future Land Use of OP, Offices, Professional & Business Services. The site is approximately .93 acres in size. Currently the Civic Professionals Plaza is an existing office/professional complex. The owner of the plaza would like to have the ability to allow a prospective tenant the ability to open and operate a pharmacy within the plaza. Currently a pharmacy use is not a permitted use in the C-1, Office Commercial zoning district. Because of this the property owner would like to rezone the property to PD, Planned Development so that a pharmacy may be a permitted use on the property.

Rezoning (PD):

The property owner/applicant is modeling the PD after the regulations of the C-1, Office Commercial zoning district. Every permitted and conditional use that is allowed in the C-1, zoning district will remain, with the addition of a pharmacy as an added permitted use. The pharmacy use in this proposed PD is limited to one pharmacy that is 1,500 square foot in size. The current height of the building is 20 feet and the PD will have a max height of 65 feet. The current setbacks are as follows, front yard setback is 25 feet, the side yard setback is 15 feet, and the rear yard setback is 15 feet. There are no proposed changes to these setbacks. The current lot coverage for buildings on-site is 23.99% with a total impervious surface area of 73.38% of the lot. The open space on the lot accounts for 26.62% of the site. The capacity analysis that was provided shows that there will be no additional impact on public facilities except that AM peak hour trips will increase by 10 trips and PM peak hour trips will increase by 15 trips. Lastly, the annual average daily traffic (AADT) will increase by 120 trips. Staff can conclude that the rezoning to PD, Planned Development will have minimal to no impact on both public facilities and the transportation network based on the provided capacity analysis.

Pursuant to City Code Section 22-131 before an amendment, including a zoning atlas change, is approved, findings will be made that the following standards are satisfied:

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

Staff finds that the proposed rezoning to PD, Planned Development satisfies all of the above criteria and is consistent and compliant with the City Code.

Comprehensive Plan:

The OP, Offices, Professional and Business Services designation provides for office and limited commercial developments or horizontal and vertical mixed-use developments. Commercial uses that do not directly sell, store, or display goods, and generate limited auto trips are allowed within this district. Permitted uses allowed within this designation include limited convenience commercial uses, restaurants, and hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Multifamily residences also allowed. This land use designation allows a maximum density of 18 dwelling units per acre and a maximum FAR of 1.0. Residential uses shall comprise up to 20% of the total floor area of the OP future land use designation.

As this site is already an existing office/professional plaza, staff finds that the requested rezoning to PD, Planned Development is consistent and compliant with the Comprehensive Plan.

Public Notification:

23 letters were mailed to property owners within 500 feet of the subject property. As of November 2, 2018 no letters have been returned. An update will be given at the City Commission meeting.

Planning Board:

At their meeting on October 9, 2018 the Planning Board voted 4-3 to approve the request as presented.

Technical Review Committee

All affected Departments have reviewed the request for Zoning Atlas Map Amendment and have provided conditional approval based on compliance with the City Code and Comprehensive Plan. Any comments generated by the Technical Review Committee are provided for review.

Staff Recommendation:

As proposed, the Zoning Atlas Map Amendment meets the above standards of the City's Comprehensive Plan as well as City 22-40, Planned Development, therefore staff recommends that the City Commission approve the request as presented along with Ordinance 18-0.

ORDINANCE NO. 18-039

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING PROPERTY GENERALLY LOCATED AT 2201 S. 25TH STREET FROM C-1, OFFICE COMMERCIAL, 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 HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is located at 2201 S. 25th Street within the City of Fort Pierce, Florida, representing approximately .93 acres of land; and

WHEREAS, the owner/applicant seeks rezoning of the subject property located at 2201 S. 25th Street from C-1, Office Commercial to PD, Planned Development; and

WHEREAS, the property has an established office building and the applicant would like to allow a pharmacy as a permitted use on the property under the PD, Planned Development zoning district; and

WHEREAS, the applicant has designated a total allowable space of 1,500 square feet for the pharmacy use; and

WHEREAS, the applicant has specified that the pharmacy use in this PD, Planned Development does not include medical marijuana dispensaries; and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, 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 October 9th, 2018 meeting, voted 4-3 to recommend approval of the request; 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 described properties are hereby rezoned as follows:

Parcels ID: 2417-444-0001-000-7

From and after the effective date hereof, the following properties legally described as:

ALL OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING SOUTH OF TENNESSEE AVENUE, WEST OF 25TH STREET, NORTH OF VIRGINIA AVENUE CANAL, AND EAST OF COLLEGE PARK ESTATES UNIT 1, AS PER PLAT THEREOF, ON FILE IN PLAT BOOK 12, PAGE 52, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

FROM THE NORTHEAST CORNER OF LOT 7 OF THE PLAT OF COLLEGE PARK ESTATES UNIT 1, RUNNING SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PLAT OF COLLEGE PARK ESTATES, A DISTANCE OF 261.89 FEET TO THE BEGINNING OF SAID LINE; THENCE BY ANGLE AS TURNED FROM NORTH TO EAST OF 90 DEGREES, A

DISTANCE OF 146.34 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH 25TH STREET; AS DEPICTED ON THAT SURVEY DRAWN AND PREPARED BY MICHAEL J. WEATHERINGTON DATED JUNE 21,1997, AND RECORDED IN OFFICIAL RECORDS BOOK 1096, PAGE 457, OF THE PUBLIC RECORDS OF ST.LUCIE COUNTY, FLORIDA, TO THE POINT OF BEGINNING.

said properties being generally located at 2201 South 25th Street in Fort Pierce, Florida shall be and the Zoning Designation is hereby changed from C-1, Office Commercial, to PD, Planned Development, as depicted on Exhibit “A” and Exhibit “B”, attached hereto and incorporated herein.

SECTION 2. The Development Plan for the subject Planned Development as depicted on Exhibit “C” 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 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 thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Ben Bryan Jr, Esq.
Interim 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. 18-039 was duly advertised by title only in the St. Lucie News Tribune on Sunday, November 4, 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 November 19, 2018; and was duly introduced, read by title only, and passed on second and final reading December 3, 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 December, 2018.

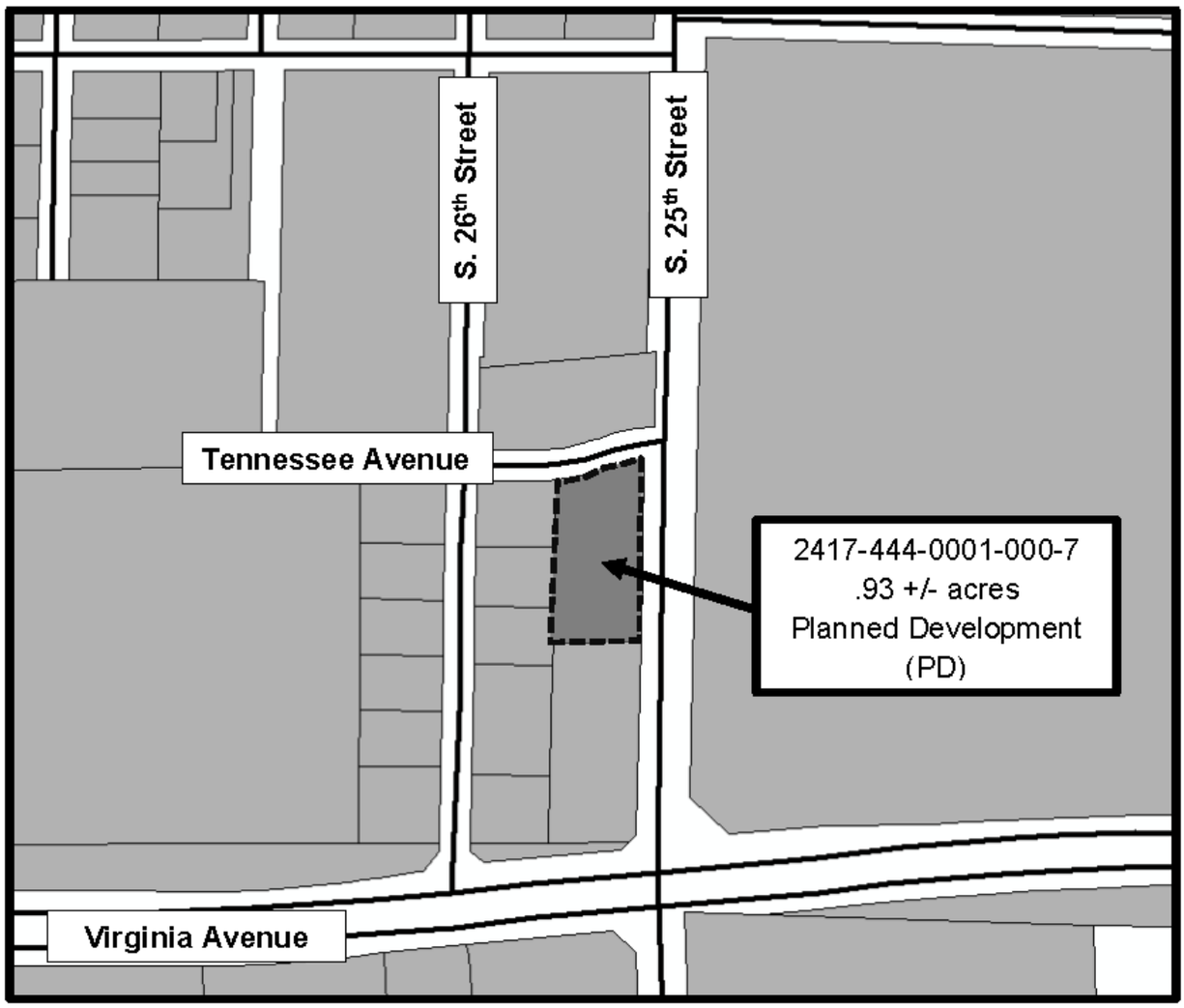
_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

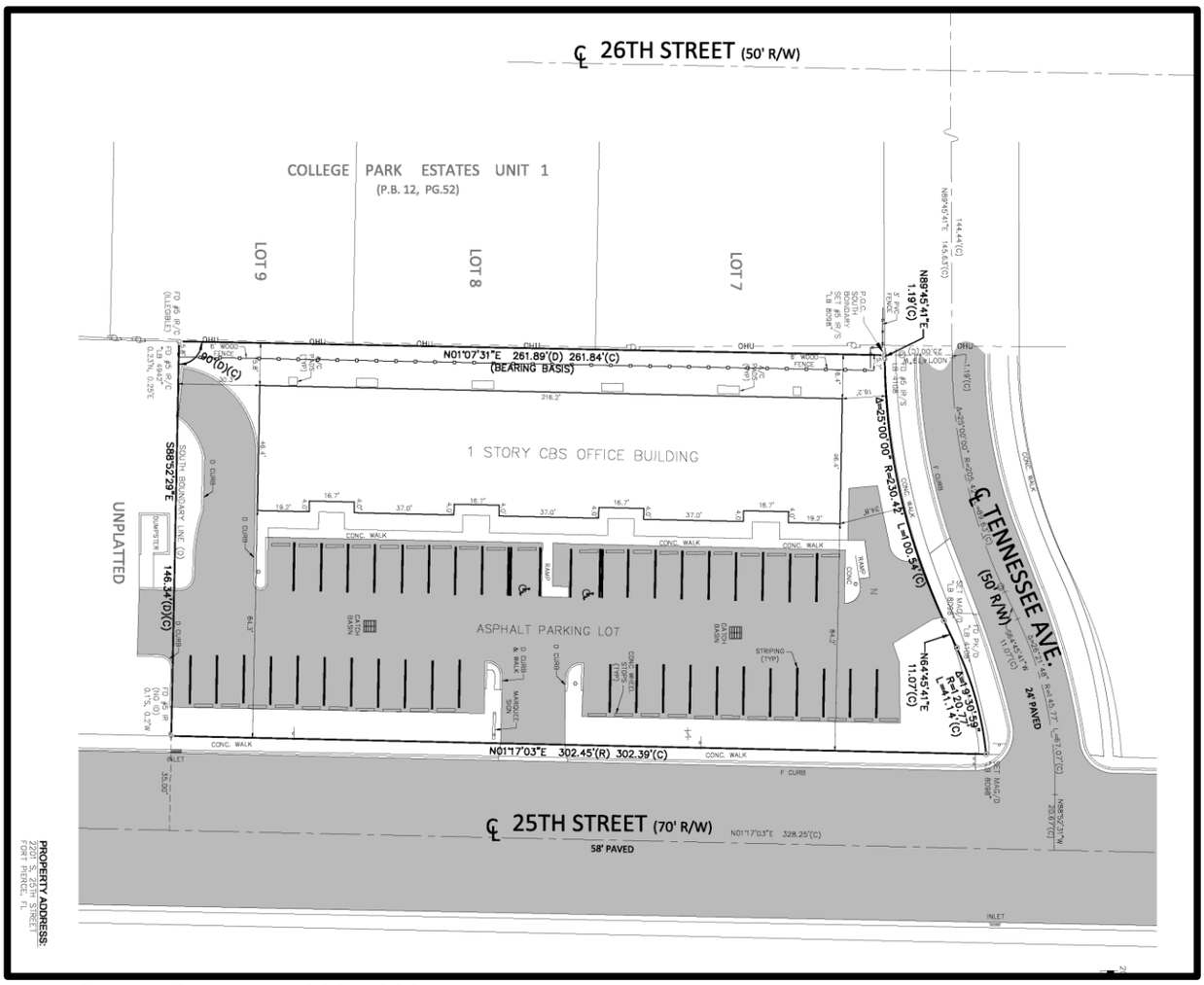
(CITY SEAL)

EXHIBIT A
Proposed Zoning Atlas Map Amendment
PD, Planned Development



The property is rezoned from C-1, Office Commercial to PD, Planned Development

Exhibit B
Sketch and Legal Description



Parcels IDs: 2417-444-0001-000-7

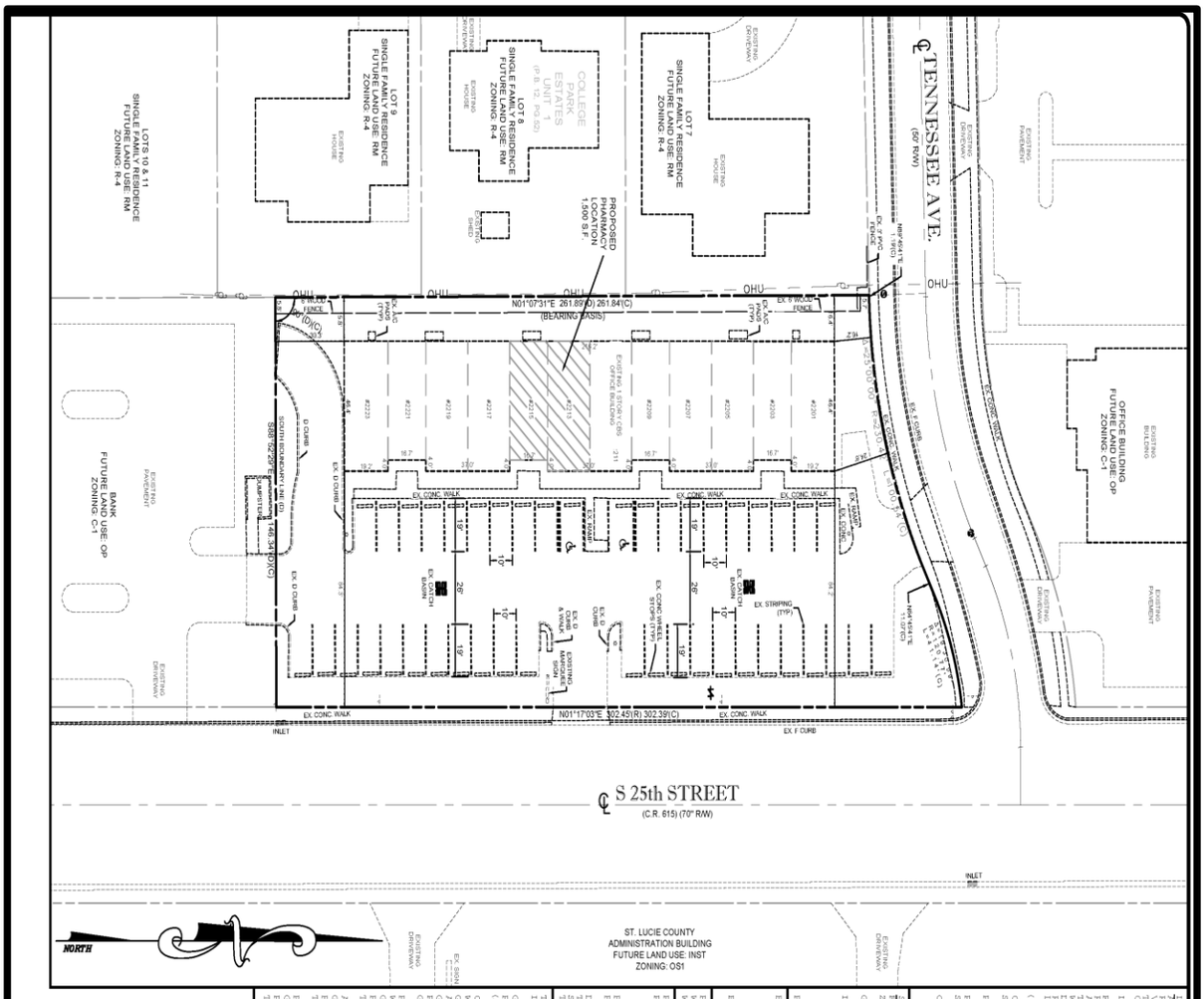
From and after the effective date hereof, the following properties legally described as:

ALL OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING SOUTH OF TENNESSEE AVENUE, WEST OF 25TH STREET, NORTH OF VIRGINIA AVENUE CANAL, AND EAST OF COLLEGE PARK ESTATES UNIT 1, AS PER PLAT THEREOF, ON FILE IN PLAT BOOK 12, PAGE 52, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

FROM THE NORTHEAST CORNER OF LOT 7 OF THE PLAT OF COLLEGE PARK ESTATES UNIT 1, RUNNING SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PLAT OF COLLEGE PARK ESTATES, A DISTANCE OF 261.89 FEET TO THE BEGINNING OF SAID LINE; THENCE BY ANGLE AS TURNED FROM NORTH TO EAST OF 90 DEGREES, A DISTANCE OF 146.34 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH 25TH STREET; AS DEPICTED ON THAT SURVEY DRAWN AND PREPARED BY MICHAEL J. WEATHERINGTON DATED JUNE 21,1997, AND RECORDED IN OFFICIAL RECORDS BOOK 1096, PAGE 457, OF THE PUBLIC RECORDS OF ST.LUCIE COUNTY, FLORIDA, TO THE POINT OF BEGINNING.

Exhibit C
Planned Development



LEGAL DESCRIPTION

ALL OF THE SOUTHEAST 114 OF THE SOUTHEAST 114 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS THE WEST 25 FEET THEREOF, AND LESS THE NORTH 75 FEET THEREOF, PLAT OF VIRGINIA AVENUE CANAL AND LAND OF COLLEGE PARK ESTATES UNIT 1 AS RECORDED IN PLAT BOOK 12, PAGE 52, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST BOUNDARY OF SAID PLAT OF COLLEGE PARK ESTATES, UNIT 1, SAID POINT BEING SOUTH 01°07'31" EAST, 261.89 FEET FROM THE NORTHEAST CORNER OF SAID PLAT; THENCE SOUTH 88°52'29" WEST, A DISTANCE OF 261.89 FEET TO THE BEGINNING OF SAID LINE; THENCE BY ANGLE AS MEASURED FROM WEST TO SOUTH 85°54'22" AND A CHORD BEARING AND DISTANCE OF SOUTH 45°54'22" EAST, 7.07 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 25TH STREET AS DEPICTED ON THAT SURVEY BY BOHLER ENGINEERING, DATED JUNE 21, 1997, AND LAST REVISED DECEMBER 7, 1998, PREPARED BY BOHLER ENGINEERING, AND THE TERMINUS OF SAID LINE.

(SOURCE) O.R.Bk. 3950, PG. 2788 PUBLIC RECORDS OF ST LUCIE COUNTY, FL.

CONTAINS 86,118 SQ. FEET, 2.023 ACRES, MORE OR LESS.

PARCEL ID #: 2417-444-0001-000-7

SITE DATA

SITE ADDRESS:	2201 S 25th STREET
PROJECT NAME:	25TH STREET PLAZA
OWNER:	375 BEVERLY ROAD DOUGLASTON, NY 11365
FUTURE LAND USE:	OP - OFFICES-PROFESSIONAL & BUSINESS SERVICES
ZONING:	CI - OFFICE COMMERCIAL
GROSS SITE AREA	40,877 S.F. (0.938 AC) = 100.00%
IMPERVIOUS AREA	29,997 S.F. (0.689 AC) = 73.38%
EXISTING BUILDING	9,806 S.F. (0.225 AC) = 23.99%
EXISTING PAVEMENT	18,805 S.F. (0.432 AC) = 46.00%
EXISTING CONCRETE	1,386 S.F. (0.032 AC) = 3.39%
PERVIOUS AREA:	10,880 S.F. (0.249 AC) = 26.62%

BUILDING SETBACKS:
- FRONT SETBACK = 25 FT.
- SIDE SETBACK = 15 FT.
- REAR SETBACK = 15 FT.

BUILDING HEIGHT = 20 FT. (1 STORY)
(65 FT. MAX.)

PROVIDER OF UTILITIES:
WATER: FPUA
WASTEWATER: FPUA

PARKING CALCULATIONS:
PARKING REQUIRED: 1 SPACE / 300 S.F. BUSINESS SERVICE
1 SPACE / 300 S.F. BUSINESS SERVICE
9,806 / 300 = 33 SPACES
PARKING REQUIRED = 33 SPACES (2 HC)
PARKING PROVIDED = 42 SPACES (2 HC)

DRAINAGE SYSTEM:
STORMWATER MANAGEMENT SYSTEM FOR THE PROJECT COLLECTS SITE RUNOFF IN A SERIES OF EX. INLETS WHICH CONVEYS THE RUNOFF TO THE EX. DRAINAGE MANHOLE @ TENNESSEE AVE. WHICH IS CONNECTED TO THE EX. S. 25th STREET DRAINAGE SYSTEM.

TRAFFIC STATEMENT
INSTITUTE OF TRANSPORTATION ENGINEERS TRIP GENERATION, 9th EDITION

GENERAL OFFICE BUILDING (710) PHARMACY/DRUGSTORE W/O DRIVE-THRU WINDOW (880) AVERAGE RATE	PROJECT S.F.	TRIPS
(AVERAGE RATES UTILIZED)		
CURRENT CONDITIONS		
GENERAL OFFICE BUILDING (710)	9.74	96
AM PEAK HOUR TRIPS:		
GENERAL OFFICE BUILDING (710)	1.47	14
PM PEAK HOUR TRIPS:		
GENERAL OFFICE BUILDING (710)	1.42	14
PROPOSED		
WEEKDAY DAILY TRIPS:		
GENERAL OFFICE BUILDING (710)	9.74	96
PHARMACY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)	90.08	135
TOTAL WEEKDAY TRIPS:		231
AM PEAK HOUR TRIPS:		
GENERAL OFFICE BUILDING (710)	1.47	14
PHARMACY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)	7.71	12
TOTAL PEAK HOUR TRIPS:		26
PM PEAK HOUR TRIPS:		
GENERAL OFFICE BUILDING (710)	1.42	14
PHARMACY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)	11.07	17
TOTAL PM PEAK HOUR TRIPS:		31

PROPOSED			
WEEKDAY DAILY TRIPS:			
GENERAL OFFICE BUILDING (710)	9.74	9,806	96
PHARMACY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)	90.08	1,500	135
TOTAL WEEKDAY TRIPS:			231
AM PEAK HOUR TRIPS:			
GENERAL OFFICE BUILDING (710)	1.47	9,806	14
PHARMACY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)	7.71	1,500	12
TOTAL PEAK HOUR TRIPS:			26
PM PEAK HOUR TRIPS:			
GENERAL OFFICE BUILDING (710)	1.42	9,806	14
PHARMACY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)	11.07	1,500	17
TOTAL PM PEAK HOUR TRIPS:			31

PERMITTED USES:

RESIDENTIAL
- HOUSEHOLD LIVING
- GROUP LIVING
- VERTICAL MIXED-USE BUILDING

GOVERNMENT FACILITIES
- SAFETY SERVICE

PARK AND OPEN SPACE

PASSENGER TERMINAL
- BUS SHELTER

UTILITIES
- UTILITY CABINETS, ABOVE GROUND

COMMERCIAL
- EATING AND DRINKING ESTABLISHMENTS
  - BREW PUB

OFFICE
- ADMINISTRATIVE, PROFESSIONAL, GENERAL, MEDICAL OFFICE
- LABORATORY
- MEDICAL AND DENTAL CLINIC
- TELEVISION AND RADIO STUDIOS

OTHER
- TELECOMMUNICATION FACILITY
  - ANTENNA (ON EXISTING STRUCTURE)

PHARMACY (1,500 S.F.)
(EXCLUDING MEDICAL MARIJUANA DISPENSARIES)

CONDITIONAL USES:

RESIDENTIAL
- HOUSEHOLD LIVING
  - MOBILE HOME
  - DUPLEX
  - TOWNHOUSE
  - MULTI-DWELLING BUILDING
- GROUP LIVING
  - COMMUNITY RESIDENTIAL HOME

PUBLIC AND CIVIC
- COMMUNITY/CULTURAL
  - ENVIRONMENTAL RESEARCH AND EDUCATIONAL FACILITIES

DAY CARE
- ADULT DAY CARE CENTER
- DAY CARE CENTER
- CHILD CARE FACILITY

EDUCATIONAL FACILITIES
- COLLEGE OR UNIVERSITY
- ELEMENTARY, MIDDLE OR HIGH SCHOOL

GOVERNMENT FACILITIES
- POST OFFICE

MEDICAL FACILITIES
- HOSPITAL
- NURSING HOME

PARK AND OPEN SPACE
- CEMETERY/COLUMBARIUM/MAUSOLEUM
- COUNTRY CLUB/GOLF COURSE

PASSENGER TERMINAL
- RAIL/BUS TERMINAL
- TAXI TERMINAL

RELIGIOUS INSTITUTION

SOCIAL SERVICE INSTITUTION
- HALFWAY HOUSES

UTILITIES
- MINOR, OTHER

COMMERCIAL
- EATING AND DRINKING ESTABLISHMENTS
  - BREW PUB
  - NEIGHBORHOOD BISTRO
  - NEIGHBORHOOD CAFE
  - WINE/CIGAR BAR
- MARINE-RELATED COMMERCIAL
  - MARINA/BOAT LIVERY

OVERNIGHT ACCOMMODATIONS
- BED AND BREAKFAST

PARKING, COMMERCIAL

RETAIL SALES AND SERVICE, SALES-ORIENTED
- ART GALLERY

RETAIL SALES AND SERVICE, PERSONAL-SERVICE ORIENTED
- LAUNDRY AND DRY CLEANERS DROP-OFF
- LAUNDROMAT, SELF-SERVICE
- PERSONAL IMPROVEMENT SERVICE

RETAIL SALES AND SERVICE, REPAIR-ORIENTED

VEHICLE SALES AND SERVICE
- FUELING STATION

INDUSTRIAL
- LIGHT INDUSTRIAL SERVICE
- MICROBREWERY

OTHER
- COMMUNITY GARDENS

TELECOMMUNICATION FACILITY
- ANTENNA SUPPORT STRUCTURE

SECTION 2. CI, OFFICE, COMMERCIAL ALL ALLOWED USES FOR THIS PLANNED DEVELOPMENT

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
- [ ] Environmental Study
- [ ] Traffic Impact Report
- [x] *** Capacity Analysis-Separate Form
- [x] Drainage Analysis
- [x] Historical Report
- [x] 1 CD of all documents submitted in PDF
- [ ] Other_____

1. Property Address/Location: 2201 S. 25th Street
2. Property Tax ID(s): 2417-444-0001-000-7
3. Total Acreage: 0.93 ac
4. Existing Future Land Use Designation: Office Professional (OP)
5. Existing Zoning Classification: Office Commercial (C-1)
6. Proposed Zoning Classification: Planned Development (PD)
7. Other applications being submitted concurrent with this application, if any: _____

8. Describe the existing uses, improvements and structures on the amendment lands: Existing Office Professional Building approx 9,806 sf with associated infrastructure.

9. Are there any identified or possible historical structures on the amendment lands? No

10. The reason for making this request: Applicant wishes to modify the zoning to PD to allow for pharmaceutical use in suites 2213 and 2215 (approximately 1,500 sf) of the existing building.

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	ROW (Tennessee Ave)	ROW	ROW
South	Office / Commercial	OP & RM	C1 & R4
East	ROW (25th Street)	ROW	ROW
West	Residential	RM	R4

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	OP	C-1	N/A	0.93	X
Proposed	OP	PD	N/A	0.93	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 No additional sf proposed. Change in use only.
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day** Zero

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 No additional sf proposed. Change in use only.
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day** Zero

C. Parks and Recreation (Residential Classifications Only): Not applicable
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High) Not Applicable

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

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	No additional sf proposed. Change in use only.
Proposed Zoning	
Change in Demand	Zero

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	No additional sf proposed. Change in use only.

III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	96	14/ 14
Proposed Zoning	216	24 / 29
Change in Demand	**Trips** 120 increase	**Trips** 10 / 15 increase
Impact to Capacity		

12. Name of Owner(s): Autz, Inc. a New York Corporation
Mailing Address: 375 Beverly Road
City Douglaston State NY Zip 11365
Phone # 772-713-1968
E-mail: markusf2005@yahoo.com

13. Name of Applicant: Mark Youssef
Mailing Address: 445 21st Court SW
City Vero Beach State FL Zip 32962
Phone # 772-713-1968 Fax #
E-mail: markusf2005@yahoo.com

14. Name of Representative: Brad Currie, AICP, Engineering Design & Construction, Inc.
Mailing Address: 10250 SW Village Parkway, Ste 201
City Port St. Lucie State FL Zip 34987
Phone # 772-462-2455 Fax # 772-408-4208
E-mail: bradcurrie@edc-inc.com

15. **Applicant Acknowledgements** (Owner's signature must be notarized)

I certify that: (Check One)

☑ 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 8/13/18 Date

375 Beverly Road., Douglaston	NY	11363
Address	State	Zip

Phone	Fax	E-mail Address

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.

Property Owner's Name (Please Print)	Phone	
375 Beverly Road., Douglaston	NY	11363
Address	State	Zip

Property Owner's Signature — Date: 8/13/18

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 13 day of Aug., 20 18, by Arthur Autz who is personally known to me or has produced driving license as identification.

Signature of Notary (seal)

EVAN S SCHAUDER
Notary Public - State of New York
NO. 01SC6245865
Qualified in Nassau County
My Commission Expires 8-8-2019

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

ENGINEERS ◓ SURVEYORS ◓ ENVIRONMENTAL

LETTER OF JUSTIFICATION
2201 S. 25th Street, Fort Pierce, FL
Zoning Atlas Map Amendment Application
September 25, 2018

REQUEST

On behalf of the Petitioner, Engineering, Design, & Construction, Inc. (EDC) is requesting approval of a zoning atlas amendment application for a parcel associated with a located at 2201 S. 25th Street in Fort Pierce, Florida. The petitioner is requesting approval to change the zoning of Parcel ID # 2417-444-0001-000-7 from Office Commercial (C-1) to Planned Development (PD).

SITE CHARACTERISTICS & PROJECT HISTORY

The subject property is located at 2201 S. 25th Street in Fort Pierce, Florida. The parcel information is outlined in the table below:

	Parcel ID	Address	Acreage	Current FLU	Current Zoning
	2417-444-0001-000-7	2201 S. 25th Street	0.93	Office Prof.(OP)	Office Commercial (C-1)

The subject property has a City of Fort Pierce Land Use designation of Office Professional (OP) and is located in the office Commercial (C-1) zoning district. This 0.94-acre parcel is currently developed. The subject property is developed with a 9,806 +/- sf professional office building with associated infrastructure. The applicant is requesting approval to rezone the parcel to PD to allow for pharmaceutical use in suite 2213 and 2215 of the existing building, approximately 1,500 sf. A capacity analysis outlining the impacts to public facilities upon approval of this zoning atlas map amendment request is included as part of this application.

To the north of the subject lies the Right-of-Way of Tennessee Avenue followed by developed a 0.85 acre developed commercial property. It has a future land use designation of Office Professional (OP) and is in the Office Commercial (C-1) zoning district.

To the south of the subject property is a developed commercial parcel. This parcel has a future land use designation of Office Professional (OP) with an underlying zoning category of Office Commercial (C-1).

East of the subject property lies the Right-of-Way of South 25th Street, an FDOT roadway followed by a developed commercial parcel. This parcel has a future land use designation of Institutional (I) and an underlying zoning category of General and Recreational Open Space (OS1).

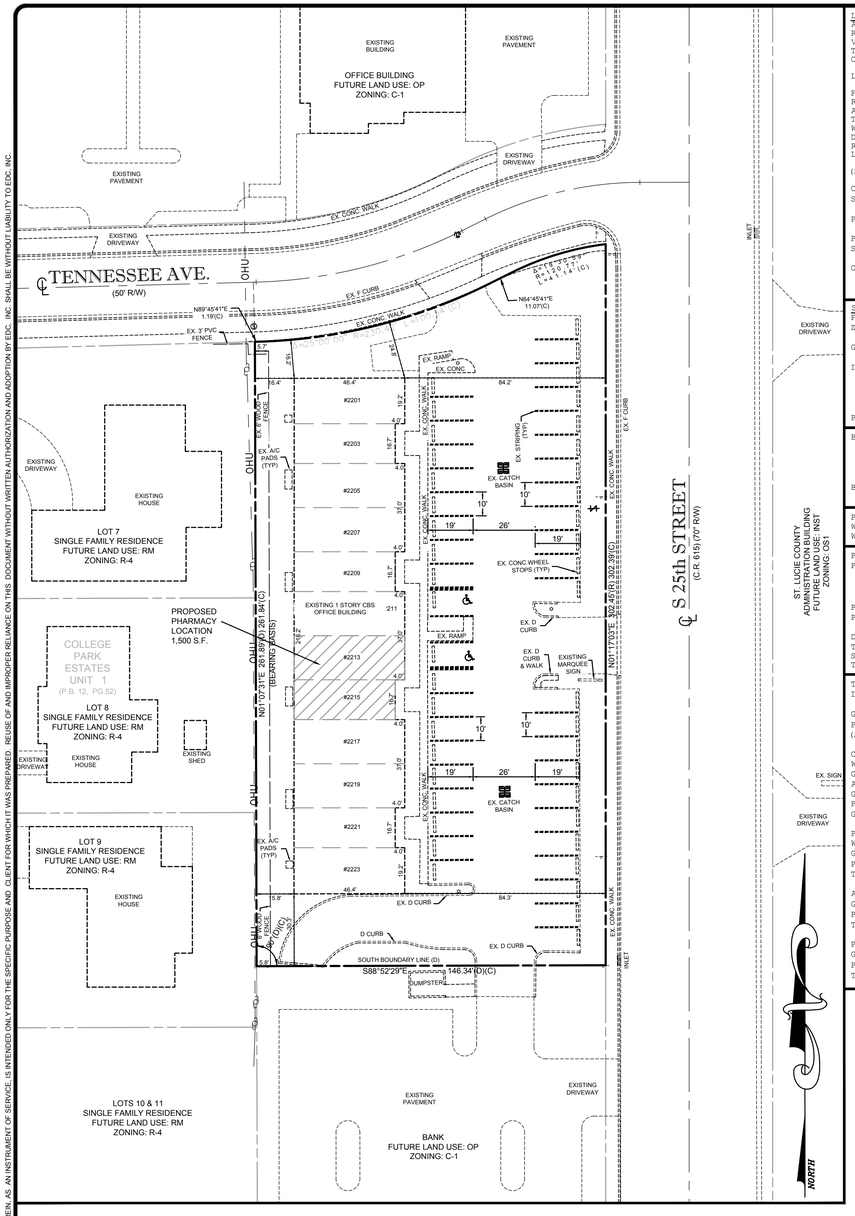
To the west of the subject property is developed residential properties. These parcels have a future land use designation of Medium Density Residential (RM) and it is located in the Medium Density Residential (R4) zoning district.

AMENDMENT REQUIREMENTS

Section 22.128 of the City of Fort Pierce Code of Ordinances identifies the requirements for zoning amendment approvals. The application package submitted includes the requirement documents as required by the above mentioned code for the review and approval of this request. This project narrative meets the requirements of City Code section 22-40(c)(1)(a).

Based on the above and attached information, the applicant respectfully request approval of the proposed applications.

S:\EDC-2018\18-329 - 2201 S. 25th Street\ENGINEERING\Documents\Submittal Documents\Justification Statement\2018-09-25_2201_25th_St_PUD_Rezone_Justification_18-329.doc



LEGAL DESCRIPTION
ALL OF THE SOUTHEAST 114 OF THE SOUTHEAST 114 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING SOUTH OF TENNESSEE AVENUE, WEST OF 25TH STREET, NORTH OF VIRGINIA AVENUE CANAL, AND EAST OF COLLEGE PARK ESTATES UNIT 1, AS PER PLAT THEREOF, ON FILE IN PLAT BOOK 12, PAGE 52, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

FROM THE NORTHEAST CORNER OF LOT 7 OF THE PLAT OF COLLEGE PARK ESTATES UNIT 1, RUNNING SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PLAT OF COLLEGE PARK ESTATES, A DISTANCE OF 261.89 FEET TO THE BEGINNING OF SAID LINE; THENCE BY ANGLE AS TURNED FROM NORTH TO EAST OF 90 DEGREES, A DISTANCE OF 146.34 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH 25TH STREET; AS DEPICTED ON THAT SURVEY DRAWN AND PREPARED BY MICHAEL J. WEATHERINGTON. DATED JUNE 21, 1997, AND RECORDED IN OFFICIAL RECORDS BOOK 1096, PAGE 457, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, TO THE POINT OF BEGINNING.

(SOURCE) O.R.B. 3950, PG. 2788 PUBLIC RECORDS OF ST LUCIE COUNTY, FL.

CONTAINS 88,118 SQ. FEET, 2.023 ACRES, MORE OR LESS.
SECTION 15, TOWNSHIP 37 SOUTH, RANGE 39 EAST

PARCEL ID #: 2417-444-0001-000-7

PROJECT NAME: CIVIC PROFESSIONAL PLAZA
SITE ADDRESS: 2201 S 25th STREET

OWNER: AUT2,INC.
375 BEVERLY ROAD
DOUGLASTON, NY 11365

SITE DATA
FUTURE LAND USE: OP - OFFICES-PROFESSIONAL & BUSINESS SERVICES
ZONING: C1 - OFFICE COMMERCIAL

GROSS SITE AREA	40,877 S.F. (0.938 AC)	= 100.00%
IMPERVIOUS AREA	29,997 S.F. (0.689 AC)	= 73.38%
EXISTING BUILDING	9,806 S.F. (0.225 AC)	= 23.99%
EXISTING PAVEMENT	18,805 S.F. (0.432 AC)	= 46.00%
EXISTING CONCRETE	1,386 S.F. (0.032 AC)	= 3.39%
PERVIOUS AREA:	10,880 S.F. (0.249 AC)	= 26.62%

BUILDING SETBACKS:
FRONT SETBACK = 25 FT.
SIDE SETBACK = 15 FT.
REAR SETBACK = 15 FT.

BUILDING HEIGHT = 20 FT.± (1 STORY)
(65 FT. MAX.)

PROVIDER OF UTILITIES:
WATER: FPUA
WASTEWATER: FPUA

PARKING CALCULATIONS:
PARKING REQUIRED:
9,806 S.F. BUSINESS SERVICE
1 SPACE / 300 S.F. RBUSINESS SERVICE
9,806 / 300 = 33 SPACES
PARKING REQUIRED = 33 SPACES (2 HC)
PARKING PROVIDED = 42 SPACES (2 HC)

DRAINAGE SYSTEM:
THE SURFACE WATER MANAGEMENT SYSTEM FOR THE PROJECT COLLECTS SITE RUNOFF IN A SERIES OF EX. INLETS WHICH CONVEYS THE RUNOFF TO THE EX. DRAINAGE MANHOLE @ TENNESSEE AVE. WHICH IS CONNECTED TO THE EX. S. 25th STREET DRAINAGE SYSTEM.

TRAFFIC STATEMENT
INSTITUTE OF TRANSPORTATION ENGINEERS TRIP GENERATION, 9th EDITION

GENERAL OFFICE BUILDING (710)
PHARMACY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)
(AVERAGE RATES UTILIZED)

	AVERAGE RATE	PROJECT S.F.	TRIPS
CURRENT CONDITIONS			
WEEKDAY DAILY TRIPS:			
GENERAL OFFICE BUILDING (710)	9.74	9,806	96
AM PEAK HOUR TRIPS:			
GENERAL OFFICE BUILDING (710)	1.47	9,806	14
PM PEAK HOUR TRIPS:			
GENERAL OFFICE BUILDING (710)	1.42	9,806	14
PROPOSED			
WEEKDAY DAILY TRIPS:			
GENERAL OFFICE BUILDING (710)	9.74	8,306	81
PHARMACY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)	90.08	1,500	135
TOTAL WEEKDAY TRIPS:			216
AM PEAK HOUR TRIPS:			
GENERAL OFFICE BUILDING (710)	1.47	8,306	12
PHARMACY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)	7.71	1,500	12
TOTAL PEAK HOUR TRIPS:			24
PM PEAK HOUR TRIPS:			
GENERAL OFFICE BUILDING (710)	1.42	8,306	12
PHARMACY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)	11.07	1,500	17
TOTAL PM PEAK HOUR TRIPS:			29

ZONING: C-1 OFFICE COMMERCIAL
ALL ALLOWED USES FOR THIS PLANNED DEVELOPMENT

PERMITTED USES:

RESIDENTIAL
HOUSEHOLD LIVING
VERTICAL MIXED-USE BUILDING

GOVERNMENT FACILITIES
SAFETY SERVICE

PARK AND OPEN SPACE

PASSENGER TERMINAL
BUS SHELTER

UTILITIES
UTILITY CABINETS, ABOVE GROUND

COMMERCIAL
EATING AND DRINKING ESTABLISHMENTS
BREW PUB

OFFICE
ADMINISTRATIVE, PROFESSIONAL, GENERAL, MEDICAL OFFICE
DAY LABOR EMPLOYMENT AGENCY
MEDICAL AND DENTAL CLINIC
TELEVISION AND RADIO STUDIOS

OTHER
TELECOMMUNICATION FACILITY
ANTENNA (ON EXISTING STRUCTURE)

PHARMACY (1,500 S.F.)
(EXCLUDING MEDICAL MARIJUANA DISPENSARIES)

CONDITIONAL USES:

RESIDENTIAL
HOUSEHOLD LIVING
DETACHED HOUSE
DUPLEX
TOWNHOUSE
MULTI-DWELLING BUILDING
GROUP LIVING
COMMUNITY RESIDENTIAL HOME

PUBLIC AND CIVIC
COMMUNITY/CULTURAL
ENVIRONMENTAL RESEARCH AND EDUCATIONAL FACILITIES

DAY CARE
ADULT DAY CARE CENTER
DAY CARE CENTER
CHILD CARE FACILITY

EDUCATIONAL FACILITIES
COLLEGE OR UNIVERSITY
ELEMENTARY, MIDDLE OR HIGH SCHOOL

GOVERNMENT FACILITIES
POST OFFICE

MEDICAL FACILITIES
HOSPITAL
NURSING HOME

PARK AND OPEN SPACE
CEMETERY/COLUMBARIUM/MAUSOLEUM
COUNTRY CLUB/GOLF COURSE

PASSENGER TERMINAL
RAIL/BUS TERMINAL
TAXI TERMINAL

RELIGIOUS INSTITUTION

SOCIAL SERVICE INSTITUTION
HALFWAY HOUSES

UTILITIES
MINOR, OTHER

COMMERCIAL
EATING AND DRINKING ESTABLISHMENTS
COFFEE SHOP
NEIGHBORHOOD BISTRO
NEIGHBORHOOD CAFE
RESTAURANT AND BAR
WINE/CIGAR BAR

MARINE-RELATED COMMERCIAL
MARINA/BOAT LIVERY

OVERNIGHT ACCOMMODATIONS
BED AND BREAKFAST

PARKING, COMMERCIAL

RETAIL SALES AND SERVICE, SALES-ORIENTED
ART GALLERY

RETAIL SALES AND SERVICE, PERSONAL-SERVICE ORIENTED
EDUCATIONAL SERVICE ESTABLISHMENTS
LAUNDRY AND DRY CLEANERS PICK-UP
LAUNDROMAT
NEIGHBORHOOD COMMERCIAL SERVICES
PERSONAL IMPROVEMENT SERVICE

RETAIL SALES AND SERVICE, REPAIR-ORIENTED

VEHICLE SALES AND SERVICE
FUELING STATION

INDUSTRIAL
LIGHT INDUSTRIAL SERVICE
MICROBREWERY

OTHER
COMMUNITY GARDENS

TELECOMMUNICATION FACILITY
ANTENNA SUPPORT STRUCTURE



FORT PIERCE, FLORIDA

VICINITY MAP

NO SCALE

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

ENGINEERS ⊘ SURVEYORS
ENVIRONMENTAL

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY	DRAWN BY	FILENAME	SITE PLAN LAYOUT	SCALE	DATE
RWF	RWF	18-329 (10-23-2018).dwg	AS SHOWN	27 AUGUST 2018	

DATE	REVISION COMMENTS
10-23-2018	REVISED SITE DATA ADDED (EXCLUDING MEDICAL MARIJUANA DISPENSARIES)
09-26-2018	REVISED SITE PLAN PER FORT PIERCE TRC COMMENTS (09-19-2018)

CIVIC PROFESSIONAL PLAZA
2201 S. 25th STREET
PD SITE PLAN
FORT PIERCE FLORIDA

(DATE)

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

18-329

1 OF 1

TECHNICAL REVIEW
PROJECT NO.
18-43900004

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3910427 OR BOOK 3590 PAGE 2788, Recorded 12/27/2013 at 11:31 AM
Doc Tax: $4830.00

Prepared By and Return To:
Mendi Dunker
Signature Title Florida Partners, LLC
789 SW Federal Hwy, Ste 300
Stuart, FL 34994

File No. FLM1033

Property Appraiser's Parcel I.D. (folio) Number(s)
2417-444-0001-000-7

WARRANTY DEED

THIS WARRANTY DEED made and executed November 1, 2013, by F. P. Unlimited, LLC f/k/a F. P. Limited, LLC, A Georgia Limited Liability Company, a corporation existing under the laws of Georgia, and having its principal place of business at P. O. Box 7696, Port St Lucie, FL 34985-7696 hereinafter called the grantor, to Autz, Inc., A New York Corporation whose post office address is 375 Beverly Road, Douglaston, NY 11365, hereinafter call the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to the instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt, whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in St Lucie County, Florida, to wit:

As shown on Exhibit A which is attached hereto and incorporated herein by reference.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining. 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 warrants 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 date: December 31, 2012

WARRANTY DEED
(Continued)

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Signature)

Mendi Jae Lowe Dunker
(Print Name of Witness)

Karen J. Sullivan
(Witness Signature)

Karen A. Sullivan
(Print Name of Witness)

F. P. Unlimited, LLC f/k/a F. P. Limited, LLC, A Georgia Limited Liability Company

BY: _____
Ward I Snyder, Managing Member

_____
Ward I Snyder, Trustee of the LWLK Trust u/a/d 10/23/96, Managing Member

P. O. Box 7696
(Address)

Port St Lucie, FL 34985-7696
(Address)

STATE OF Florida

COUNTY OF ~~St Lucie~~ Martin

The foregoing instrument was acknowledged before me this 11/1/2013, BY F. P. Unlimited, LLC f/k/a F. P. Limited, LLC, A Georgia Limited Liability Company , by Ward I Snyder, Managing Member and Ward I. Snyder as Trustee of the LWLK Trust u/a/d 10/23/96, Managing Member who is personally known to me.

_____
Notary Public

MENDI JAE LOWE DUNKER
Notary Public - State of Florida
My Comm. Expires Apr 26, 2017
Commission # EE 883899
Bonded Through National Notary Assn.

My Commission Expires:

(SEAL)

WARRANTY DEED
(Continued)

EXHIBIT A

A portion of the following described lands:

All of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 35 South, Range 40 East, lying South of Tennessee Avenue, West of 25th Street, North of Virginia Avenue Canal, and East of College Park Estates Unit 1, as per Plat thereof, on file in Plat Book 12, Page 52, of the Public Records of St. Lucie County, Florida.

Lying North of the following described line:

From the Northeast corner of Lot 7 of the Plat of College Park Estates Unit 1, running Southerly along the East boundary of said Plat of College Park Estates, a distance of 261.89 feet to the beginning of said line; thence by angle as turned from North to East of 90 degrees, a distance of 146.34 feet to the Westerly right of way line of South 25th Street; as depicted on that Survey drawn and prepared by Michael J. Weatherington, dated June 21, 1997, and recorded in Official Records Book 1096, Page 457, of the Public Records of St. Lucie County, Florida, to the Point of Beginning.

See Resolution attached Hereto And Made Part Thereof By Reference.

MEMBERS AND MANAGER RESOLUTIONS AND CERTIFICATION

The undersigned, constituting each and every member and the Manager of F.P. Unlimited, LLC, formerly known as F.P. Limited, LLC prior to its name change, a Georgia limited liability company which has been qualified to do business in Florida, (the "Company") hereby consent to and take and adopt the following actions:

:

RESOLVED, that the Manager of the Company, Ward I. Snyder, is hereby authorized and empowered (either alone or in conjunction with any one or more of the members of the Company) to take, from time to time, all or any part of the following action on or in behalf of the Company: (1) to execute and deliver to all documents, including but not limited to deeds, closing statements, affidavits, security documents, notes, and mortgages and such other documents as may be required and reasonable to complete the sale of the property described in Exhibit "A", and which have been approved by the Manager or legal counsel for the Company, and (2) to carry out, modify and amend any arrangements or agreements at any time existing between the Company and the purchaser, his/her/their or its lender, which have been approved by the Manger or legal counsel for the Company.

FURTHER RESOLVED, that any arrangements, agreement, or other instrument or document executed pursuant to these resolutions, by the Manager, may contain such terms and provisions as the Manager shall, in his sole discretion, determine. The signature of the Manager alone or with any member shall be sufficient to bind the Company.

FURTHER this is to certify that the Company was administratively dissolved by the Secretary of State for the State of Georgia on or about 2005. The Company has filed an Application for Reinstatement with the Secretary of State and such application has been approved. The Company changed its name from F.P. Limited, LLC to F.P. Unlimited, LLC. This name change has been registered with the Secretary of State for the State of Georgia. As a result of the name change, the Company has not changed it Federal Identification Number. The Company's Federal Identification Number continues to be 58-2200409.

FURTHER RESOLVED, that all acts and deeds heretofore done by the Manager or any member of the Company for and on behalf of the Company in entering into, executing, acknowledging or attesting any arrangements, agreements, instruments or other documents or in carrying out the terms and intentions of these resolutions, are hereby ratified, approved and confirmed.

IN WITNESS WHEREOF, the undersigned has hereunto set forth his/their hand(s) to this instrument as of the 31 day of July, 2013.

Ward I. Snyder, Member

Ward I. Snyder, Manager

Ward I. Snyder, as Trustee of the LWLK Trust, U/A/D October 23, 1996, as Member

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

Property Identification

Site Address:	2201 S 25th ST
Parcel ID:	2417-444-0001-000-7
Account #:	26599
Map ID:	24/17S
Use Type:	1700
Zoning:	OFFICE COM
City/County:	Fort Pierce

Ownership

Autz Inc
375 Beverly Rd
Douglaston, NY 11365

Legal Description

17 35 40 BEG INT OF NE COR OF LOT 7 OF COLLEGE ESTATES UNIT 1 S/D AND S R/W LI OF TENNESSEE AV RUN TO CURVE CONCAVE NWLY, R OF 230.42 FT, TH NELY ALG ARC AND S R/W LI 100.54 FT, TH N 64 45 41 E11.07 FT TO CURVE CONCAVE SELY, ROF 120.77 FT, TH NELY ALG ARC 41.15 FT TO W R/W LI OF S 25TH ST, TH S 01 17 03 W ALG W R/W LI 302.45 FT, TH N 88 52 29 W 146.34FT, TH N 01 07 31 E 261.89 FT TO POB (0.93 AC) (OR 3590-2788)



Current Values

Just/Market Value:	$687,000
Assessed Value:	$687,000
Exemptions:	$0
Taxable Value:	$687,000

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	9,806
Gross Area (SF):	10,382
Land Size (acres):	0.93
Land Size (SF):	40,510

Sale History

Date:	Nov 1, 2013
Book/Page:	3590 / 2788
Sale Code:	0001
Deed:	WD
Grantor:	F P Limited LLC
Price:	$690,000
Date:	Sep 30, 1999
Book/Page:	1254 / 1526
Sale Code:	XX00
Deed:	WD
Grantor:	Three Dog Realty Llc
Price:	$988,000
Date:	Sep 2, 1997
Book/Page:	1097 / 1109
Sale Code:	XX00
Deed:	WD
Grantor:	Fp Property Assn Prntshp

Price:	$750,000
Date:	May 1, 1988
Book/Page:	0591 / 2875
Sale Code:	XX01
Deed:	CV
Grantor:	
Price:	$17,200
Date:	Dec 1, 1983
Book/Page:	0418 / 1767
Sale Code:	XX00
Deed:	CV
Grantor:	
Price:	$200,000
Date:	Jun 1, 1976
Book/Page:	0258 / 1103
Sale Code:	XX00
Deed:	CV
Grantor:	
Price:	$65,000

Building Information (1 of 1)

Finished Area: 9,806 SF

Gross Total Area: 10,382 SF

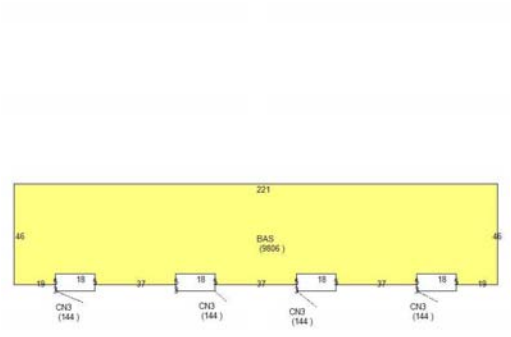
Exterior Data

View:	Roof Cover: Tar & Gravel	Roof Structure: BarJst/Rigid
Building Type: LROF	Year Built: 1986	Frame:
Grade: Y_C	Effective Year: 1986	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 14	Secondary Wall:

Interior Data

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





Special Features and Yard Items

Type:	VAULT HIGH Q
Quantity:	1
Units:	9
Year Built:	1986
Type:	CEMENT CURB
Quantity:	1
Units:	180
Year Built:	1986
Type:	SINGLE LIGHT
Quantity:	1
Units:	3
Year Built:	1986
Type:	CONCRETE LOW
Quantity:	1
Units:	1100
Year Built:	1986
Type:	CEMENT CURB
Quantity:	1
Units:	342
Year Built:	1986
Type:	ASP2 LOW
Quantity:	1
Units:	16200
Year Built:	1986

Current Year Values

Current Values Breakdown

Building:	$545,200
Land:	$141,800
Just/Market:	$687,000
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$687,000
Exemption(s):	$0
Taxable:	$687,000

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2011	0041	14.4	Fort Pierce Stormwater Charge	$777.60

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

Historical Values

Permits

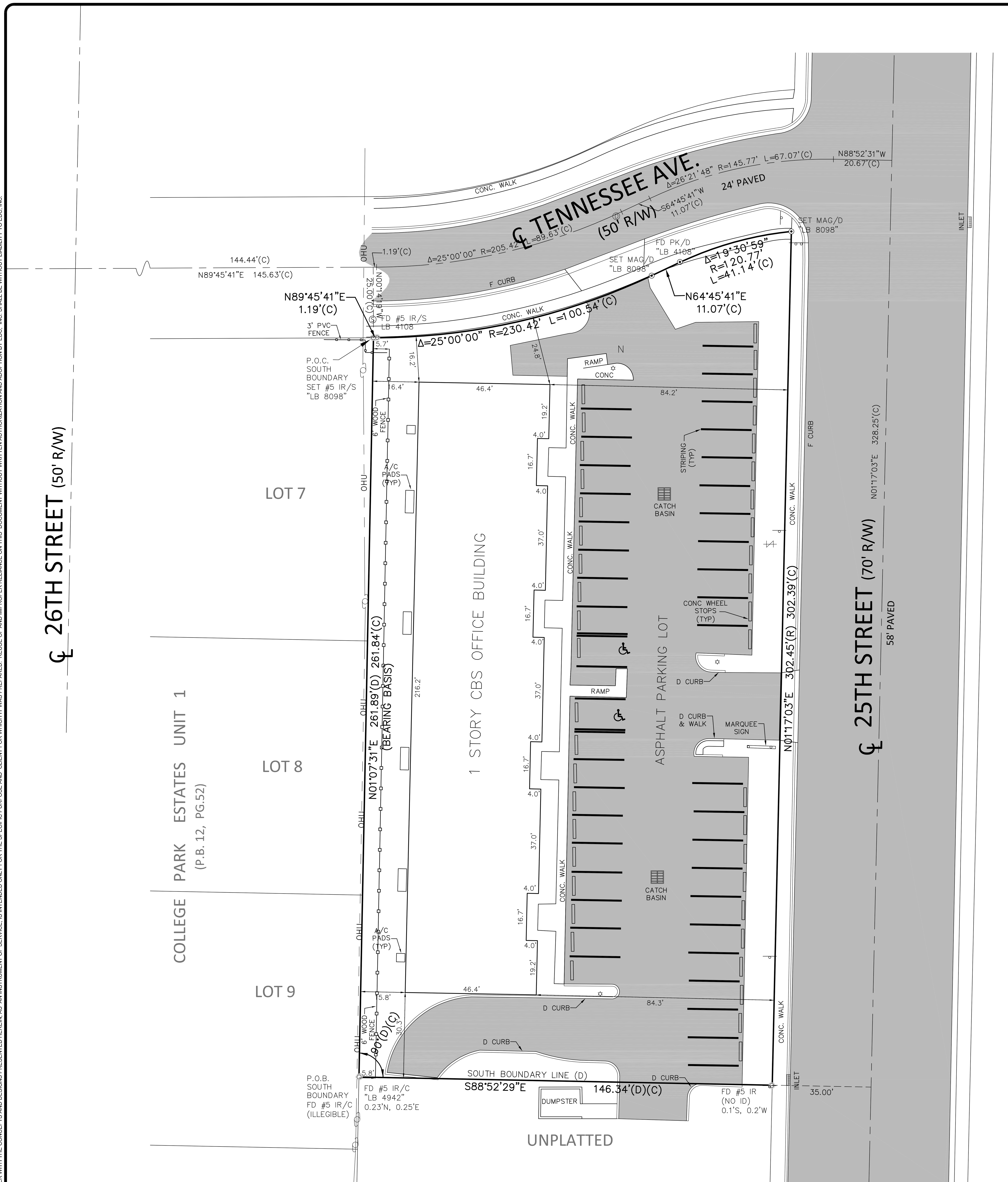
Number:	F89000928A
Issue Date:	Sep 1, 1989
Description:	Alterations/Remodeling
Amount:	$14,963
Fee:	$14,963
Number:	F93-000602
Issue Date:	May 11, 1993
Description:	Alterations/Remodeling
Amount:	$40,000
Fee:	$40,000
Number:	F93-00602A
Issue Date:	May 20, 1993
Description:	Heat and Air Conditioning
Amount:	$3,300
Fee:	$3,300
Number:	RF2003-115
Issue Date:	Apr 29, 2003
Description:	Roof
Amount:	$14,000
Fee:	$265
Number:	CPY20062
Issue Date:	Jul 24, 2006
Description:	Awning/Shutters
Amount:	$16,000
Fee:	$235
Number:	DM20076
Issue Date:	Feb 13, 2007
Description:	Demolition
Amount:	$0
Fee:	$130
Number:	BP09-0713
Issue Date:	Jun 2, 2009
Description:	Alterations/Remodeling
Amount:	$800
Fee:	$50
Number:	BP09-1062
Issue Date:	Jul 6, 2009
Description:	Alterations/Remodeling
Amount:	$500
Fee:	$50
Number:	BP10-0121
Issue Date:	Apr 21, 2010
Description:	Alterations/Remodeling
Amount:	$36,800
Fee:	$418
Number:	BP10-0586
Issue Date:	Mar 31, 2010
Description:	Alterations/Remodeling
Amount:	$0
Fee:	$288
Number:	BP15-2396
Issue Date:	Oct 9, 2015
Description:	Re Roof Permit

Amount:	$80,000
Fee:	$831
Number:	BP15-1535
Issue Date:	Jun 22, 2015
Description:	Electric
Amount:	$4,836
Fee:	$87

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
© Copyright 2018 Saint Lucie County Property Appraiser. All rights reserved.

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

INTENDED DISPLAY SCALE

NORTH



FORT PIERCE, FLORIDA

VICINITY MAP

NO SCALE

LEGEND

(P)	PLAT DATA	NAVD	NORTH AMERICAN VERTICAL DATUM	Ⓗ	HAND HOLE
(C)	CALCULATED FROM FIELD MEASUREMENTS	NGVD	NATIONAL GEODETIC VERTICAL DATUM		FIRE HYDRANT
(D)	DEED OR DESCRIPTION	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION		FIRE DEPARTMENT CONNECTION (FDC)
(M)	MEASURED DIMENSION	FPL	FLORIDA POWER & LIGHT	Ⓦ	WELL
(R)	RECORD DATA	CCR	CERTIFIED CORNER REPORT	Ⓜ	MONITOR WELL
P.O.C.	POINT OF COMMENCEMENT	MM	MAINTENANCE MAP		WATER METER
P.O.B.	POINT OF BEGINNING	T.B.M.	TEMPORARY BENCH MARK		WATER BACK FLOW PREVENTOR
LB	LICENSED BUSINESS	P.ID.	PARCEL IDENTIFICATION NUMBER	Ⓓ	DRAINAGE MANHOLE
PRM	PERMANENT REFERENCE MONUMENT	N/R	NOW OR RECENT PARCEL OWNERSHIP	Ⓢ	SANITARY MANHOLE
IR/C	5/8" IRON ROD & CAP	S.L.W.S.D.	ST. LUCIE WEST SERVICES DISTRICT	Ⓖ	GAS MANHOLE
CM	CONCRETE MONUMENT	INV	INVERT	GAS	GAS LINE MARKER
CCR	CERTIFIED CORNER RECORD	MES	MITERED END SECTION	Ⓕ	FIBER OPTICS MANHOLE
FD / FND	FOUND	HDWALL	HEAD WALL	FO	FIBER OPTICS MARKER
IR	IRON ROD	EL	ELEVATION	Ⓔ	ELECTRICAL JUNCTION BOX
MAG/D	MAG NAIL & DISC	CLF	CHAIN LINK FENCE	Ⓒ	CABLE UTILITY JUNCTION BOX RISER
ID	IDENTIFICATION	CONC	CONCRETE		WOOD UTILITY POLE
ORB.	OFFICIAL RECORDS BOOK	UA	UTILITY ANCHOR		CONCRETE UTILITY POLE
PB.	PLAT BOOK	CLP	CONCRETE LIGHT POLE		METAL UTILITY POLE
PG.	PAGE	S.F.	SQUARE		CONC LIGHT POLE
Δ	CENTRAL ANGLE	FT.	FEET	TSB	TRAFFIC SIGNAL BOX
R	RADIUS	ALTA	AMERICAN LAND TITLE ASSOCIATION		STREET SIGN
L	ARC LENGTH	NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS	CO	SANITARY CLEAN OUT
CB	CATCH BASIN	TWP.	TOWNSHIP	TF	TRANSFORMER
CH	CHORD DIMENSION	RGE.	RANGE	N	NORTHING (OR NORTH)
CUP	CONC UTILITY POLE	INFO.	INFORMATION	E	EASTING (OR EAST)
WUP	WOOD UTILITY POLE	TOB	TOP OF BANK		DRAINAGE STRUCTURE (CURB INLET)
WLP	WOOD LIGHT POLE	OHU	OVERHEAD UTILITY LINES		DRAINAGE STRUCTURE (CATCH BASIN)
MLP	METAL LIGHT POLE	SV	SANITARY VALVE	YD	DRAINAGE STRUCTURE (YARD DRAIN)
TSB	TRAFFIC SIGNAL BOX	GV	GAS VALVE		MAIL BOX
PSP	PEDESTRIAN SIGNAL POLE	WV	WATER VALVE		CANTILEVERED LIGHT POLE
UGE	UNDERGROUND ELECTRIC	DDCV	DOUBLE DETECTOR CHECK VALVE	+6.93	SPOT ELEVATION
UG	UNDERGROUND	CMP	CORRUGATED METAL PIPE	20.00	PROPOSED ELEVATION
R/W	RIGHT OF WAY	RCP	REINFORCED CONC PIPE		DRAINAGE FLOW
A/C	AIR CONDITIONING	IRR	IRRIGATION		
CBS	CONCRETE BLOCK STRUCTURE	YD	YARD DRAIN		
WM	WATER METER		VALVE		
WV	WATER VALVE	WV	WATER VALVE		
SV	SEWER VALVE	SV	SANITARY VALVE		
FM	FORCE MAIN	GV	GAS VALVE		
U.E.	PUBLIC UTILITY EASEMENT	IRR	IRRIGATION VALVE		
P.U.E.	PRIVATE UTILITY EASEMENT	RU	REUSE WATER VALVE		
P.G.E.	DRAINAGE EASEMENT	ARV	AIR RELEASE VALVE		
D.E.	DRAINAGE EASEMENT	WS	WATER SERVICE		
P.D.E.	PRIVATE DRAINAGE EASEMENT	SS	SANITARY SERVICE		
L.S.E.	LANDSCAPE EASEMENT				
M.B.E.	MAINTENANCE BUFFER EASEMENT				
℄	CENTERLINE				
PL	PROPERTY LINE				
BL	BASELINE				
No.	NUMBER				
TYP	TYPICAL				
STA	STATION				
O/S	OFFSET				

DESCRIPTION: (SOURCE) O.R.B. 3950, PG. 2788 PUBLIC RECORDS OF ST LUCIE COUNTY, FL

All of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 35 South, Range 40 East, lying South of Tennessee Avenue, West of 25th Street, North of Virginia Avenue Canal, and East of College Park Estates Unit 1, as per Plat thereof, on file in Plat Book 12, Page 52, of the Public Records of St. Lucie County, Florida.

Lying North of the following described line:

From the Northeast corner of Lot 7 of the Plat of College Park Estates Unit 1, running Southerly along the East boundary of said Plat of College Park Estates, a distance of 261.89 feet to the beginning of said line; thence by angle as turned from North to East of 90 degrees, a distance of 146.34 feet to the Westerly right of way line of South 25th Street; as depicted on that Survey drawn and prepared by Michael J. Weatherington. dated June 21, 1997, and recorded in Official Records Book 1096, Page 457, of the Public Records of St. Lucie County, Florida.

SURVEYORS NOTES & REPORT:

1) THE LAST DATE OF FIELD WORK WAS 7–30–2018.
2) OVERALL PARCEL CONTAINS 0.938 ACRES, MORE OR LESS.
3) DESCRIPTION SHOWN HEREON PROVIDED BY THE CLIENT AND/OR THEIR AGENT. MATTERS OF RECORD SHOWN WERE TAKEN FROM LOCAL SURVEYS AND PLATS. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS–OF–WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S, DEED RESTRICTIONS, OR MURPHY ACT DEEDS. THIS INFORMATION SHOULD BE OBTAINED THROUGH APPROPRIATE TITLE VERIFICATION. NO TITLE COMMITMENT WAS FURNISHED TO THE SURVEYOR.
4) BEARINGS SHOWN HEREON ARE BASED UPON NORTH AMERICAN DATUM OF 1983, FLORIDA STATE PLANE PROJECTION PER THE LINE LABELED HERON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. THE EXPEXTED LAND USE OF THIS SURVEY AND MAP IS "COMMERCIAL".
5) ELEVATIONS ARE NOT A PART OF THIS SURVEY.
6) SUB–SURFACE UTILITIES, FOUNDATIONS AND OTHER IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY.
7) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
8) THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN. SECTION LINES AND MONUMENTATION SHOWN HEREON AND USED TO DETERMINE PROPERTY BOUNDARIES ARE BASED ON PREVIOUS SURVEYS AND HISTORICAL SECTIONAL INFORMATION. SOME MONUMENTATION MAY HAVE BEEN DESTROYED, SINCE THE ORIGINAL DELINEATION OR RESOLUTION, OF THE SECTIONAL SURVEY.
9) AERIAL IMAGES, IF SHOWN, WERE TAKEN FROM THE FLORIDA DRPARTMENT OF TRANSPORTATION PER THE CURRENT FLIGHT YEAR 2017 AVAILABLE AT THE TIME OF SURVEY.
10) BY GRAPHIC PLOTTING ONLY HE HEREON DESCRIBED PROPERTY IS LOCATED WITHIN FLOOD DESIGNATION "X", ACCORDING TO FLOOD INSURANCE RATE MAP, NO. 12111C0186J, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.), EFFECTIVE DATE 2/16/2012.
11) THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
12) REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
13) REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

PROPERTY ADDRESS:
2201 S, 25TH STREET
FORT PIERCE, FL

NOTE:
This document is electronically certified pursuant to Chapter 5J-17.062, Florida Administrative Code. Unless the electronically certified stamp appears, printed copies are not valid without the signature and original raised seal of the signing Professional Surveyor and Mapper.

Electronically Certified
Roger A Hagler
License Number
4544
STATE OF FLORIDA
Professional Surveyor and Mapper
(see notes for certification qualification)

ROGER A. HAGLER, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #4544

SIGNATURE DATE

EDC
ENGINEERS SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☏ 772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

CHECKED BY	R. HAGLER
DRAWN BY	R. HAGLER
FILENAME	18-329 Bndy Survey.dwg
LAYOUT	SEE SHEET #
SCALE	AS SHOWN
DATE	8/07/2018

DATE	REVISION COMMENTS
9-20-2018	REVISE PER COUNTY SURVEYORS COMMENTS. RAH

BOUNDARY SURVEY

FOR

2201 S 25TH STREET

FORT PIERCE FLORIDA

EDC
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☏ 772-462-2455

18-329

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations (BFEs) shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Transverse Mercator State Plane Florida East FIPS 0901. The **horizontal datum** was NAD83 HARN, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov/ or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NNGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242** or visit its website at http://www.ngs.noaa.gov/.

Base map information shown on this FIRM was provided in digital format by St. Lucie County and the Florida Geographic Data Library.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

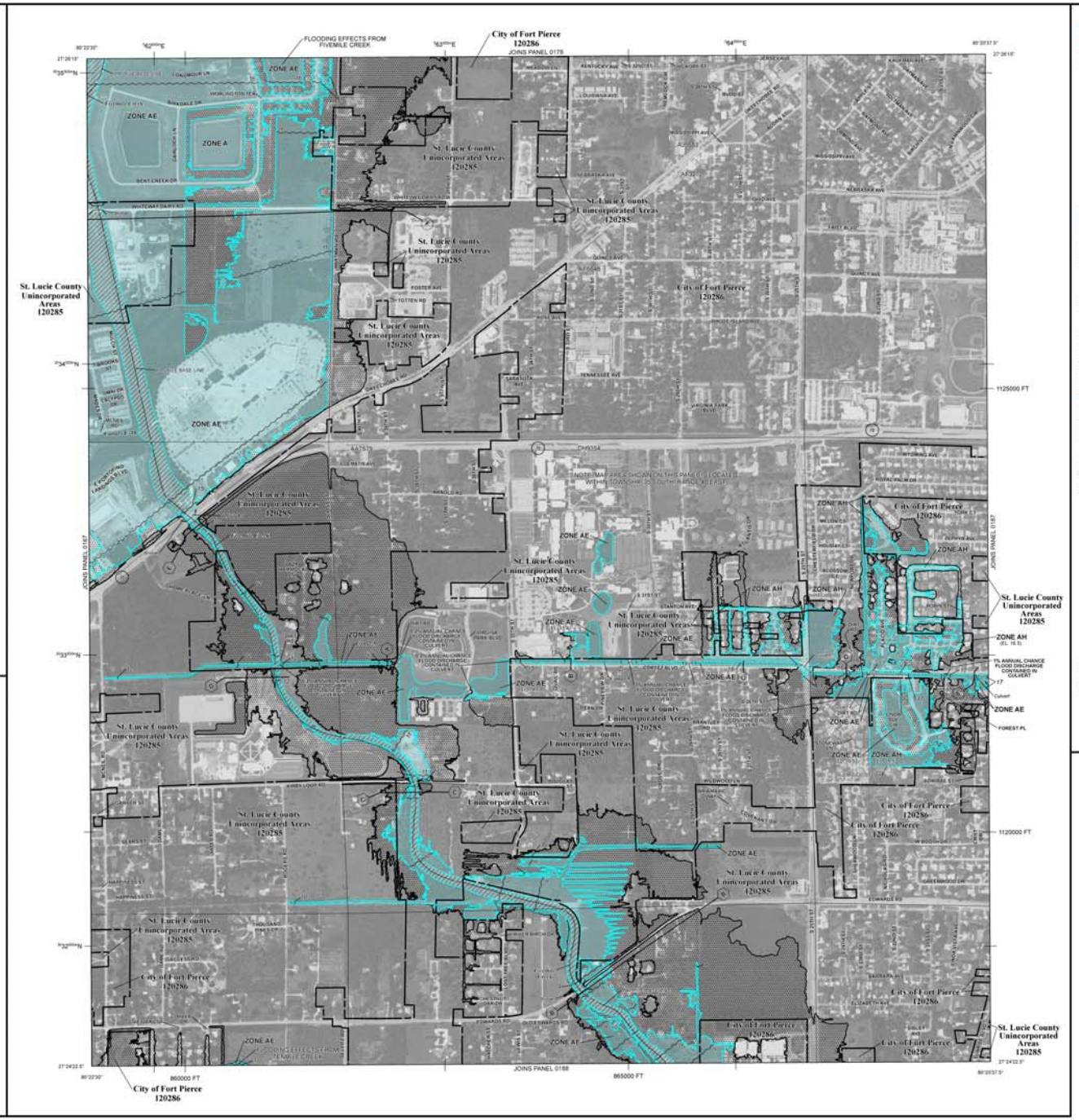
Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Information eXchange (FMIX)** at 1-877-336-2627 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FMIX may also be reached at its website at http://msc.fema.gov/.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov/business/nfip/.

The **"profile base lines"** depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the "profile base line", in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equalled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A — No Base Flood Elevations determined.
- ZONE AE — Base Flood Elevations determined.
- ZONE AH — Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO — Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR — Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99 — Areas to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V — Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE — Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

- ZONE X — Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

- ZONE X — Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE D — Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities
- 513 (EL 987) — Base Flood Elevation line and value; elevation in feet*
- Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
- 23 — 23 — Transect line
- 87°07'30", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 6000000 FT — 1000-meter Universal Transverse Mercator grid ticks, zone 17
- 5000-foot grid values: Florida State Plane coordinate system, East Zone (FIPSZONE = 0901), Transverse Mercator projection
- DX5510 — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORIES
Refer to Map Repositories List on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
August 19, 1991

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
November 4, 1992
June 30, 1999
February 16, 2012 - to update corporate limits, to add Base Flood Elevations, to add Special Flood Hazard Areas, to change Special Flood Hazard Areas, to add roads and road names, to update the effects of wave action, and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0186J

FIRM

FLOOD INSURANCE RATE MAP

ST. LUCIE COUNTY, FLORIDA AND INCORPORATED AREAS

PANEL 186 OF 420

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FORT PIERCE, CITY OF	120286	0186	J
ST. LUCIE COUNTY	120285	0186	J

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12111C0186J

MAP REVISED
FEBRUARY 16, 2012

Federal Emergency Management Agency

MINIMUM TREE REQUIREMENTS

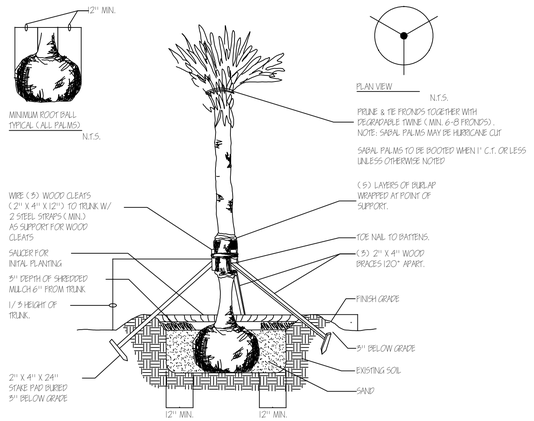
PERIMETER ADJACENT TO STREET ROW: 354 L.F. DIV. BY 30 = 12 TREES REQUIRED
ALL TREES PROVIDED

PERIMETER V.U.A. ADJACENT TO OTHER PROPERTY: NOT APPLICABLE

INTERIOR TREE REQUIREMENTS: 18,805 S.F. V.U.A. DIV. BY 15 = 1254 S.F. REQUIRED
INTERIOR LANDSCAPE AREA EXCEEDS 1400 S.F.
1254 DIV. BY 100 = 12 TREES REQUIRED
ALL TREES PROVIDED

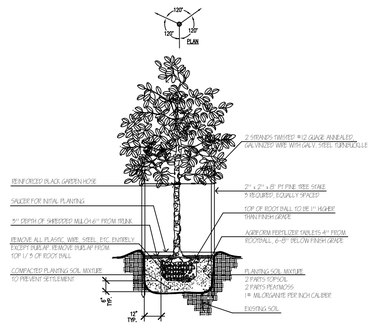
PLANT & MATERIAL SCHEDULE

KEY	QUAN.	NATIVE	DROUGHT TOLERANCE	BOTANICAL NAME	COMMON NAME	SIZE (HT. x SPR.)	CONTAINER
ADO	1	N	MOD.	ADONIDIA MERRILLI (DOUBLE)	CHRISTMAS PALM	12-14' x 6'	B & B
CE	141	Y	MOD.	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	24" x 18"	#5
-	-	-	-	-	-	-	-
CI	101	Y	MOD.	CHRYSOBALANUS ICACO	COCO PLUM	24" x 18"	#5
CLU	29	Y	MOD.	CLUSIA ROSEA	CLUSIA (ROSE APPLE)	24" x 18"	#5
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
QV	4	Y	VERY	QUERCUS VIRGINIANA	LIVE OAK	12-14' x 5', 2-1/ 2" DBH	B & B
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
SP	6	Y	VERY	SABAL PALMETTO	SABAL PALM	1/ 3- 17, 20, 23' O.A.	B & B
-	-	-	-	-	-	-	-

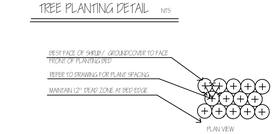


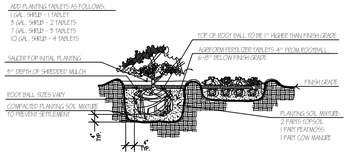
PALM PLANTING DETAIL

(WITH STAKING AND GUYING) N.T.S.



TREE PLANTING DETAIL N.T.S.





SHRUB / GROUNDCOVER PLANTING DETAIL N.T.S.

SITE DATA

FUTURE LAND USE: OP - OFFICES-PROFESSIONAL & BUSINESS SERVICES
CI - OFFICE COMMERCIAL

GROSS SITE AREA	40,877 S.F. (0.938 AC)	= 100.00%
IMPERVIOUS AREA	29,951 S.F. (0.688 AC)	= 73.27%
EXISTING BUILDING	9,760 S.F. (0.224 AC)	= 23.88%
EXISTING PAVEMENT	18,805 S.F. (0.432 AC)	= 46.00%
EXISTING CONCRETE	1,386 S.F. (0.032 AC)	= 3.39%
PERVIOUS AREA:	10,926 S.F. (0.251 AC)	= 26.73%

ZERISCAPE REQUIREMENTS	PTS
Plan submitted with low, medium, and high water usage indicated on the landscape plan	5
51% or more of the grass areas are made up of drought tolerant species from the list	10
51% or more of the shrubs are made up of drought tolerant species from the list	10
51% or more of the required trees are made up of drought tolerant species from the list	10
Utilization of compacted mulch beds at least three inches deep in all planted areas except groundcover	10
Utilization of mulch other than cypress	5
TOTAL POINTS	50

OAK. 18" (+) INDICATES PINE OR OAK TREE WITH CAL.
SABAL PALM (+) INDICATES SABAL PALM
INDICATES EXISTING HEDGE
INDICATES PROPOSED HEDGE

LANDSCAPE NOTES

ALL LANDSCAPE MATERIAL TO BE F.L.A. #1 OR BETTER
BAHIA SOD AS REQUIRED
MALALEUCA OR EUCALYPTUS MULCH AS REQUIRED TO 3" THICKNESS MINIMUM IN ALL PLANT BEDS
FULLY AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE IN 15 MPH WIND
ALL PROHIBITED SPECIES SHALL BE REMOVED FROM SITE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY (INCLUDING ALL 'FLEPPC' LISTED SPECIES)

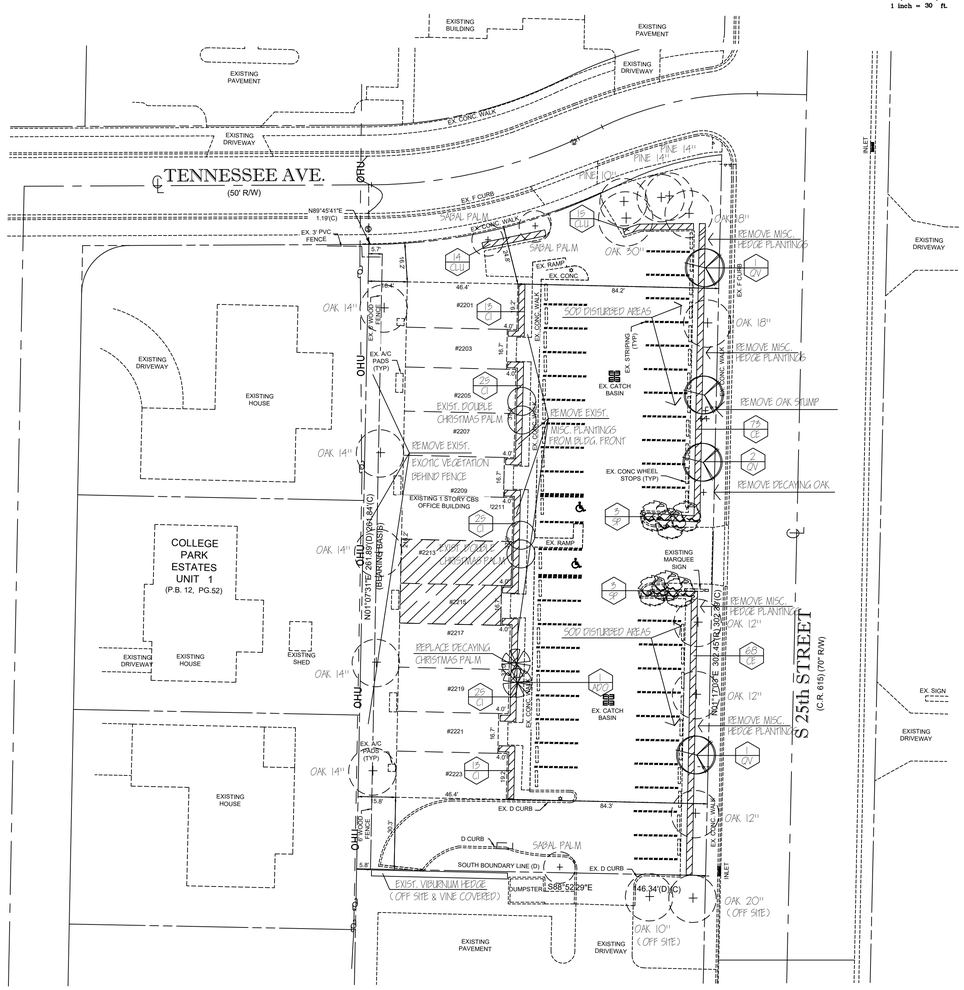
IRRIGATION NOTES

REPAIR OR REPLACE EXISTING UNDERGROUND IRRIGATION SYSTEM.
FULLY AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE IN 15 MPH WIND
INSTALL BUBBLERS ON ALL TREES = LOW WATER USAGE
INSTALL DRIPLINE ON ALL HEDGE MATERIAL = LOW WATER USAGE
INSTALL LOW TRAJECTORY SPRAY HEADS ON SOD AREAS = MODERATE WATER USAGE
SOD AREAS TO BE ZONED SEPARATELY FROM TREE & SHRUB AREAS
INSTALL RAIN SENSOR OVER-RIDE DEVICE AT IRRIGATION TIME CLOCK
WATER SOURCE TO BE FROM WELL

THIS LANDSCAPE PLAN MEETS FDOT SIGHT DISTANCE AND CLEAR ZONE REQUIREMENTS
ALL GROUND MOUNTED MECHANICAL EQUIPMENT TO BE SCREENED WITH SHRUBS
DAHOON HOLLY (IC) ALLOWED BY FPL FOR USE UNDER POWER LINES

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.



Date	Revision

William A. Flint, III
Landscape Architect
Stuart, FL
772.220.0424
FLA. Reg. #941
fax 772.220.8915

CIVIC PROFESSIONAL PLAZA
2201 S. 25TH ST.
FT. PIERCE, FL

LANDSCAPE PLAN

DATE: 08.30.2018
DRAWN: WAF
CHECKED:
SCALE: 1" = 30'
PROJECT NO. 18-068

WILLIAM A. FLINT STATE OF FLORIDA #941 REGISTERED LANDSCAPE ARCHITECT

SEAL

SHEET 1 OF 1

ELECTRONIC SEAL AFFIXED BY AUTHOR 8.30.2018

C:\Users\Bill\Clients\EDC\Dwgs\LP Civic Prof.Plaza.dwg, Model, 8/30/2018 5:23:03 PM, DWG To PDF.pc3

STOP This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

August 28, 2018

Florida Master Site File

Patricia Sesta
Planner | Planning Division
10250 SW Village Parkway - Suite 201
Port Saint Lucie, Florida 34987
Phone: 772.462.2455
E-mail: patriciasesta@edc-Inc.com

In response to your inquiry of August 28, 2018, the Florida Master Site File lists no archeological sites or any other cultural resources located at **2201S 25th Street**, Fort Pierce, St. Lucie County, Florida

When interpreting the results of this search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Federal, State and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Kind Regards,

Eman M. Vovsi
Data Base Analyst

Project: 2201 S. 25th Street
Application: PD Rezone

Current:	SF	Average Trips	Entry	Exit
Office Average	9,806.00	96.00	48.00	48.00
Office AM Peak	9,806.00	14.00	12.00	2.00
Office PM Peak	9,806.00	14.00	3.00	11.00

Proposed:	SF	Average Trips	Entry	Exit
Office Average	8,306.00	81.00	40.00	41.00
Office AM Peak	8,306.00	12.00	11.00	1.00
Office PM Peak	8,306.00	12.00	2.00	10.00
Pharmacy Average	1,500.00	135.00	67.00	68.00
Pharmacy AM Peak	1,500.00	12.00	6.00	6.00
Pharmacy PM Peak	1,500.00	17.00	8.00	9.00

Proposed Average		216.00	107.00	109.00
Proposed AM Peak		24.00	17.00	10.00
Proposed PM Peak		29.00	10.00	19.00

Current Average:	96.00
Proposed Average:	216.00

Current AM Peak:	14.00
Proposed AM Peak:	24.00

Current PM Peak:	14.00
Proposed PM Peak:	29.00

Increaase - Average:	**120.00**
Increase AM Peak	**10.00**
Increase PM Peak	**15.00**

General Office Building
(710)

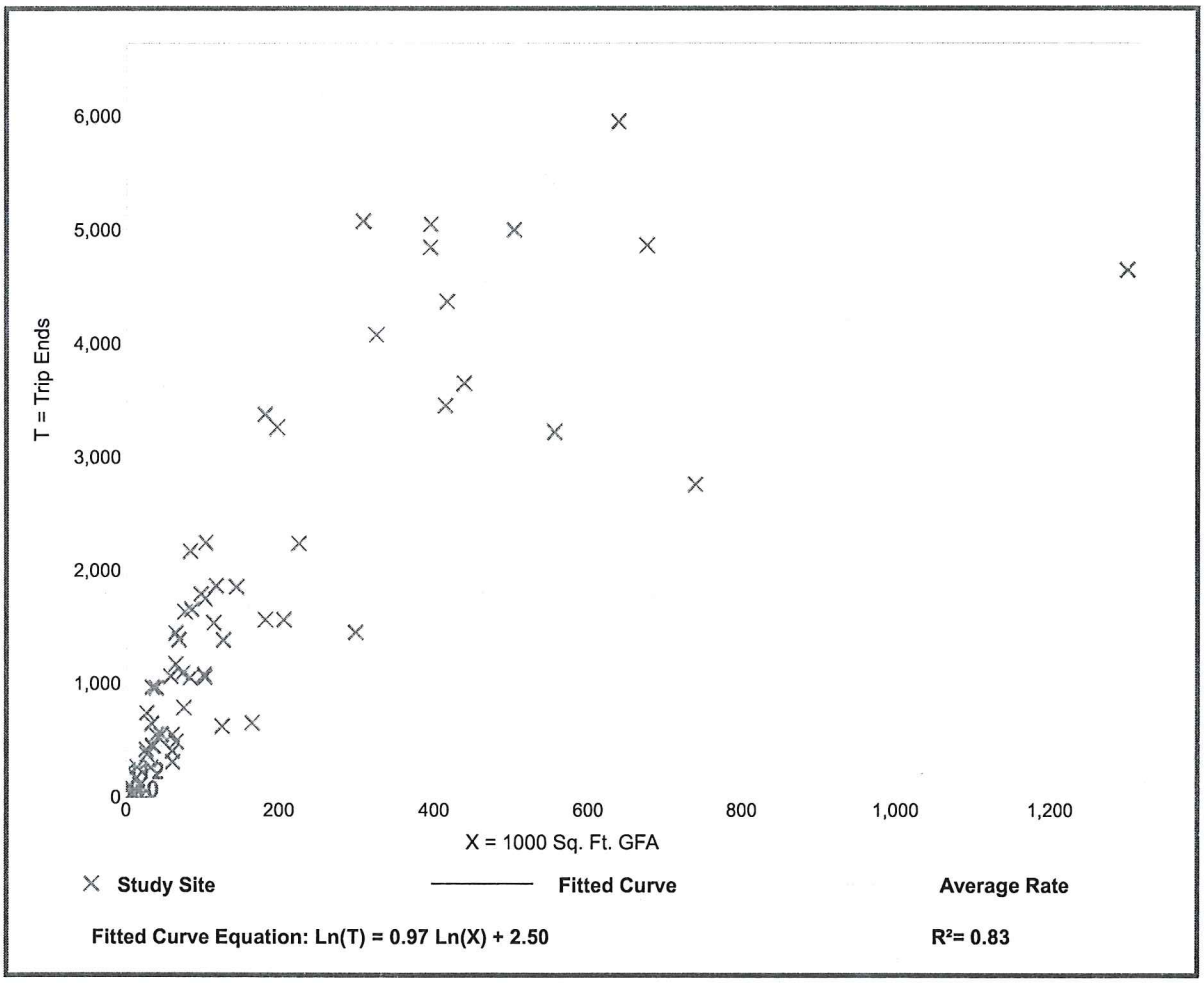
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 66
Avg. 1000 Sq. Ft. GFA: 171
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.74	2.71 - 27.56	5.15

Data Plot and Equation



Trip Generation Manual, 10th Edition • Institute of Transportation Engineers

General Office Building
(710)

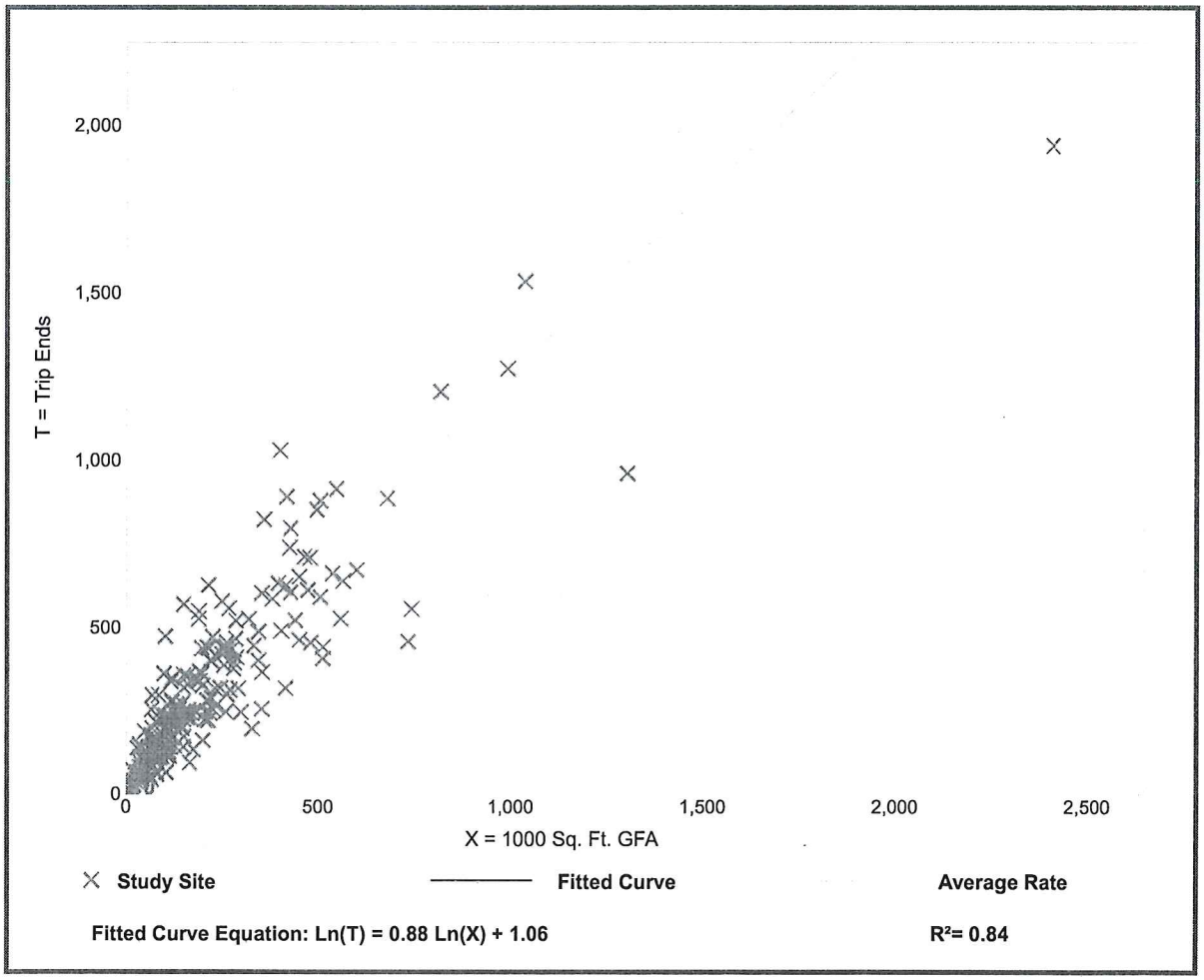
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 228
Avg. 1000 Sq. Ft. GFA: 209
Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.47	0.57 - 4.93	0.60

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.88 Ln(X) + 1.06 **R^2= 0.84**

Trip Generation Manual, 10th Edition • Institute of Transportation Engineers

General Office Building
(710)

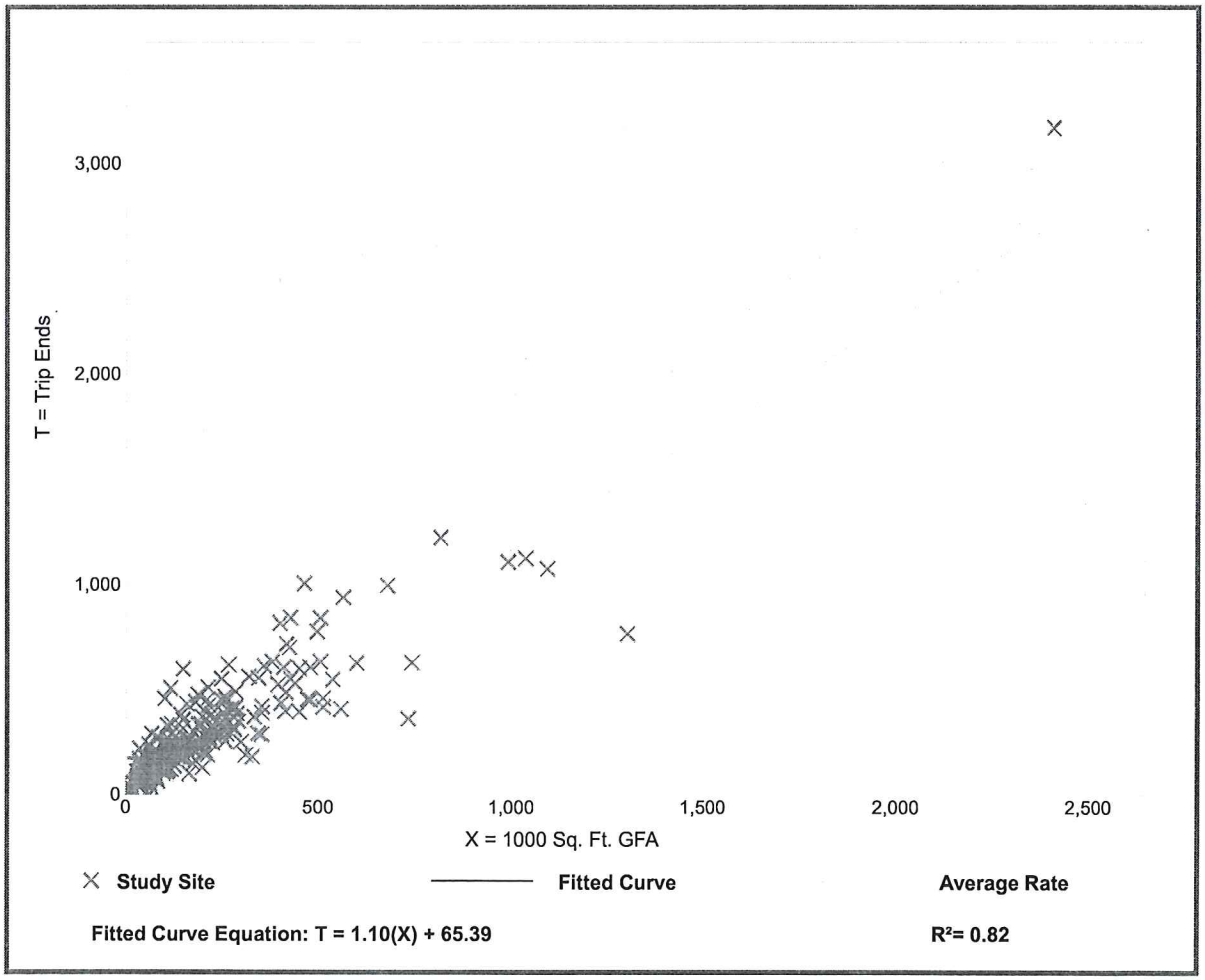
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 243
Avg. 1000 Sq. Ft. GFA: 205
Directional Distribution: 18% entering, 82% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.42	0.49 - 6.20	0.61

Data Plot and Equation



Trip Generation Manual, 10th Edition • Institute of Transportation Engineers

General Office Building
(710)

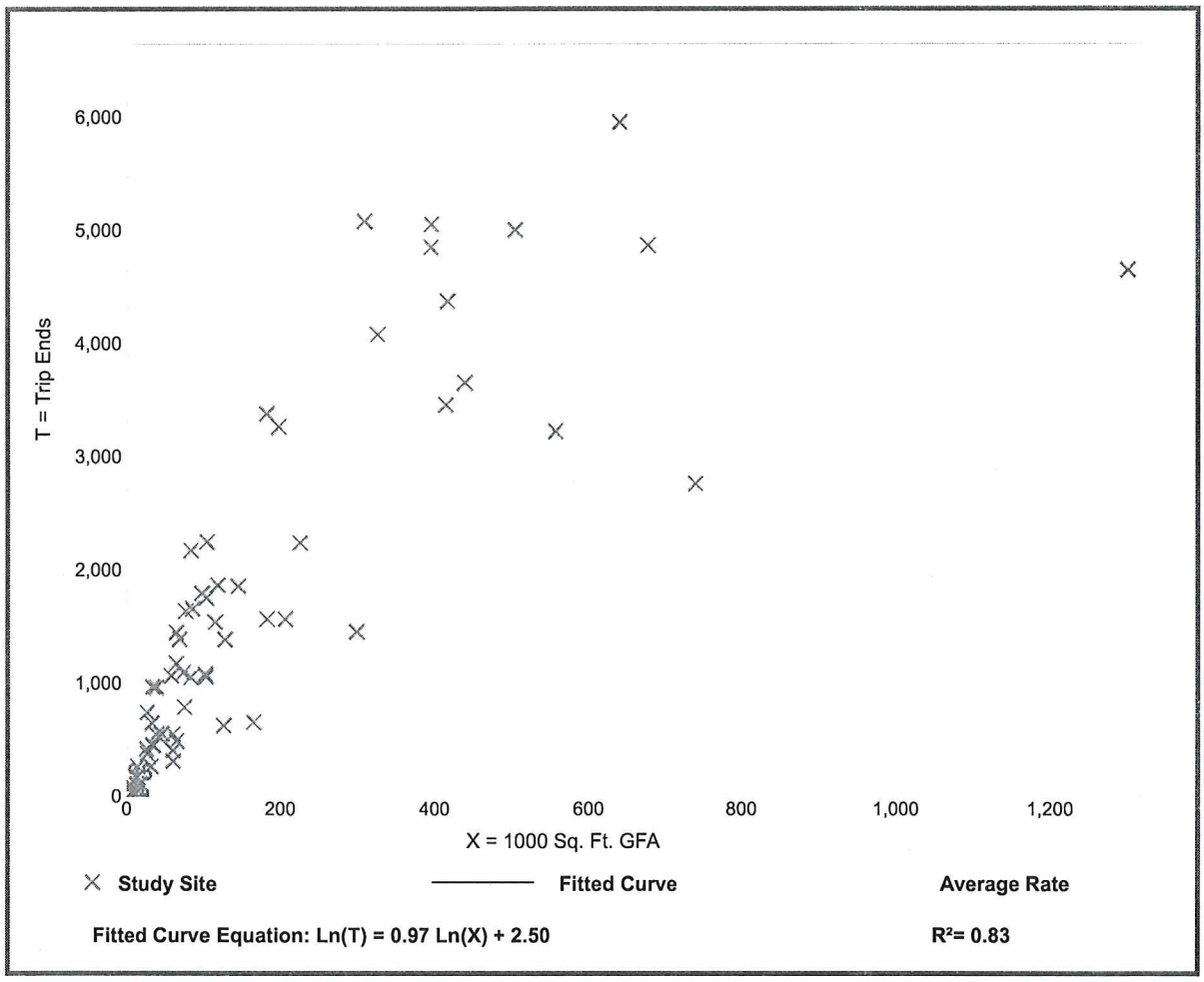
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 66
Avg. 1000 Sq. Ft. GFA: 171
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.74	2.71 - 27.56	5.15

Data Plot and Equation



Trip Generation Manual, 10th Edition • Institute of Transportation Engineers

General Office Building
(710)

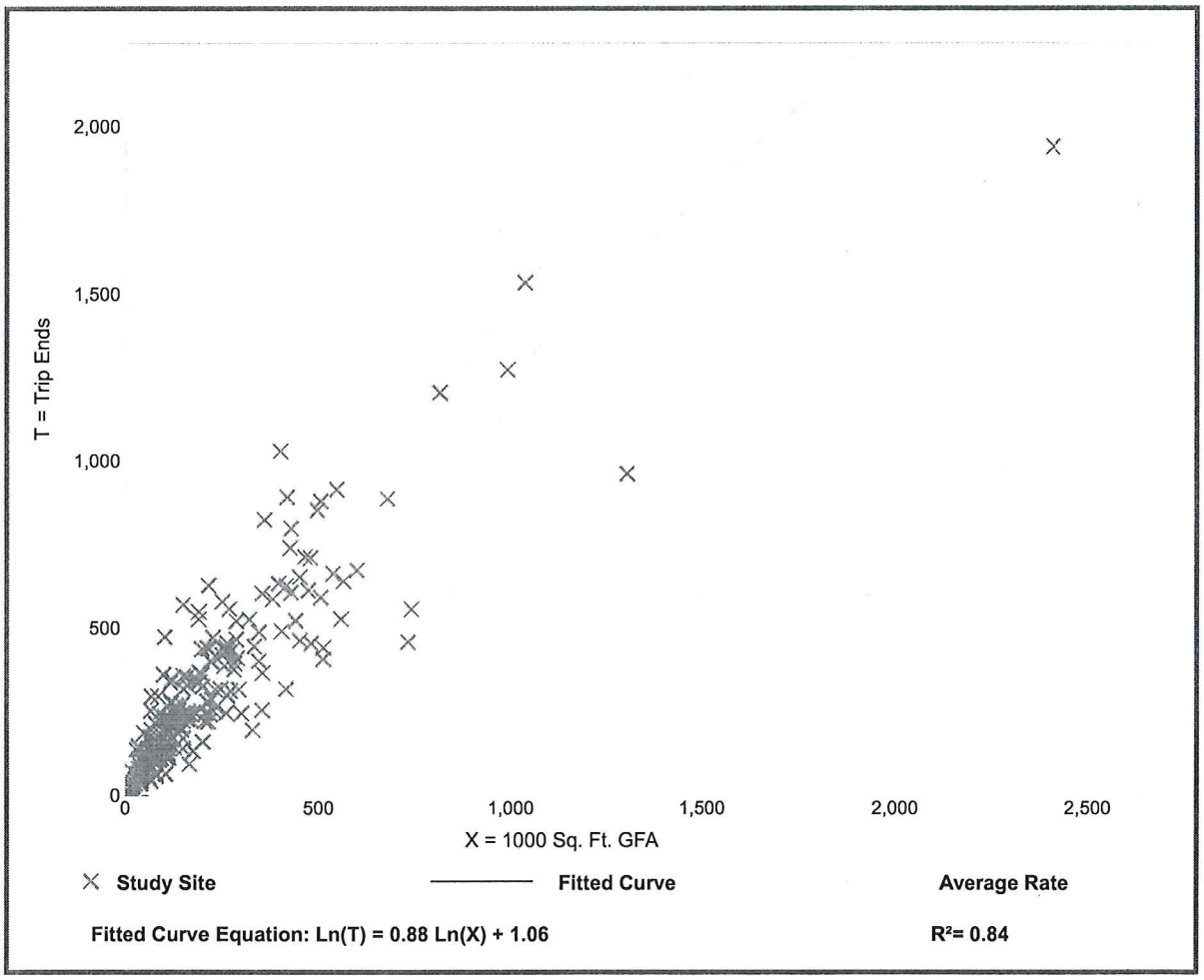
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 228
Avg. 1000 Sq. Ft. GFA: 209
Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.47	0.57 - 4.93	0.60

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.88 Ln(X) + 1.06

R^2= 0.84

Trip Generation Manual, 10th Edition • Institute of Transportation Engineers

General Office Building
(710)

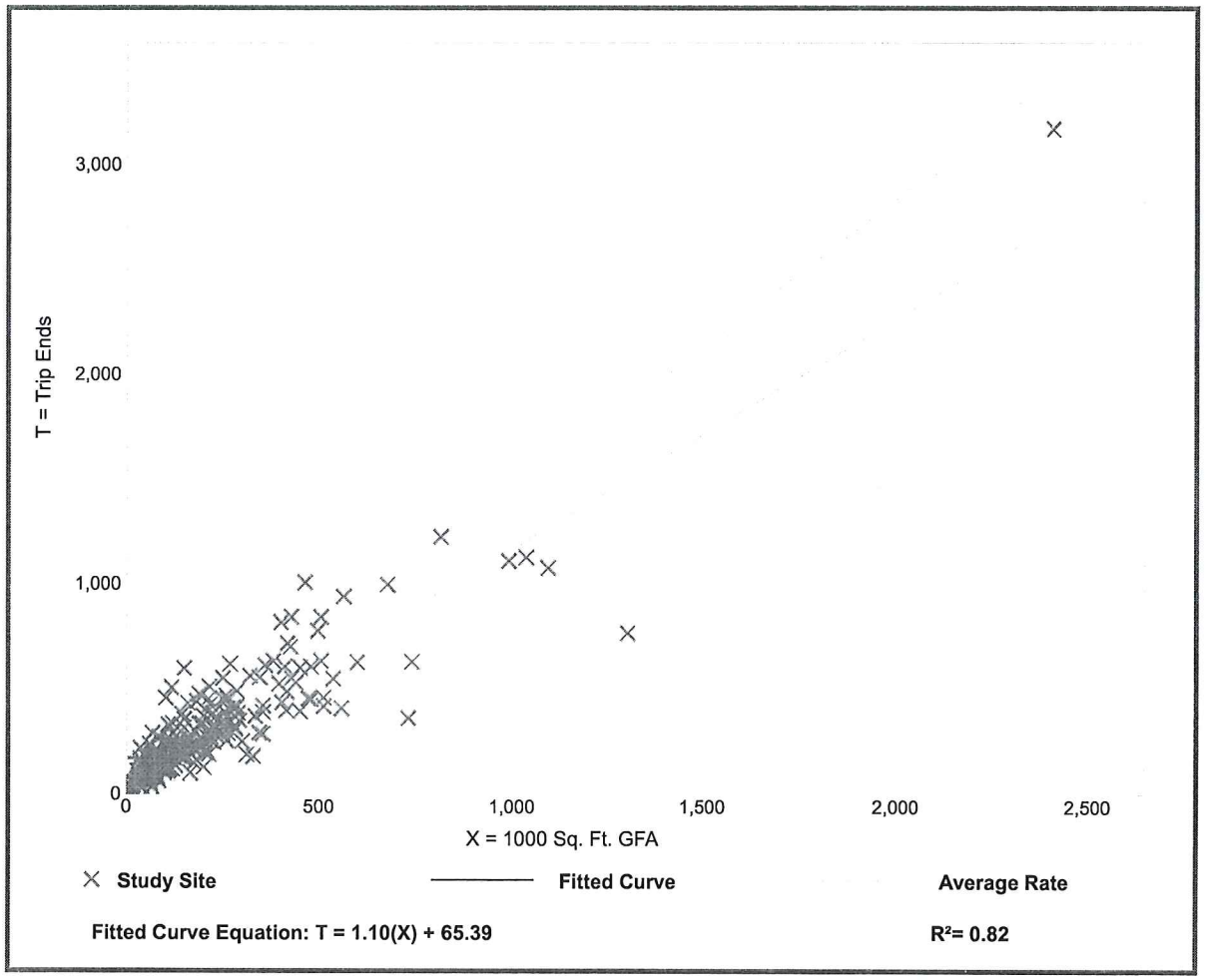
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 243
Avg. 1000 Sq. Ft. GFA: 205
Directional Distribution: 18% entering, 82% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.42	0.49 - 6.20	0.61

Data Plot and Equation



Trip Generation Manual, 10th Edition • Institute of Transportation Engineers

Pharmacy/Drugstore without Drive-Through Window
(880)

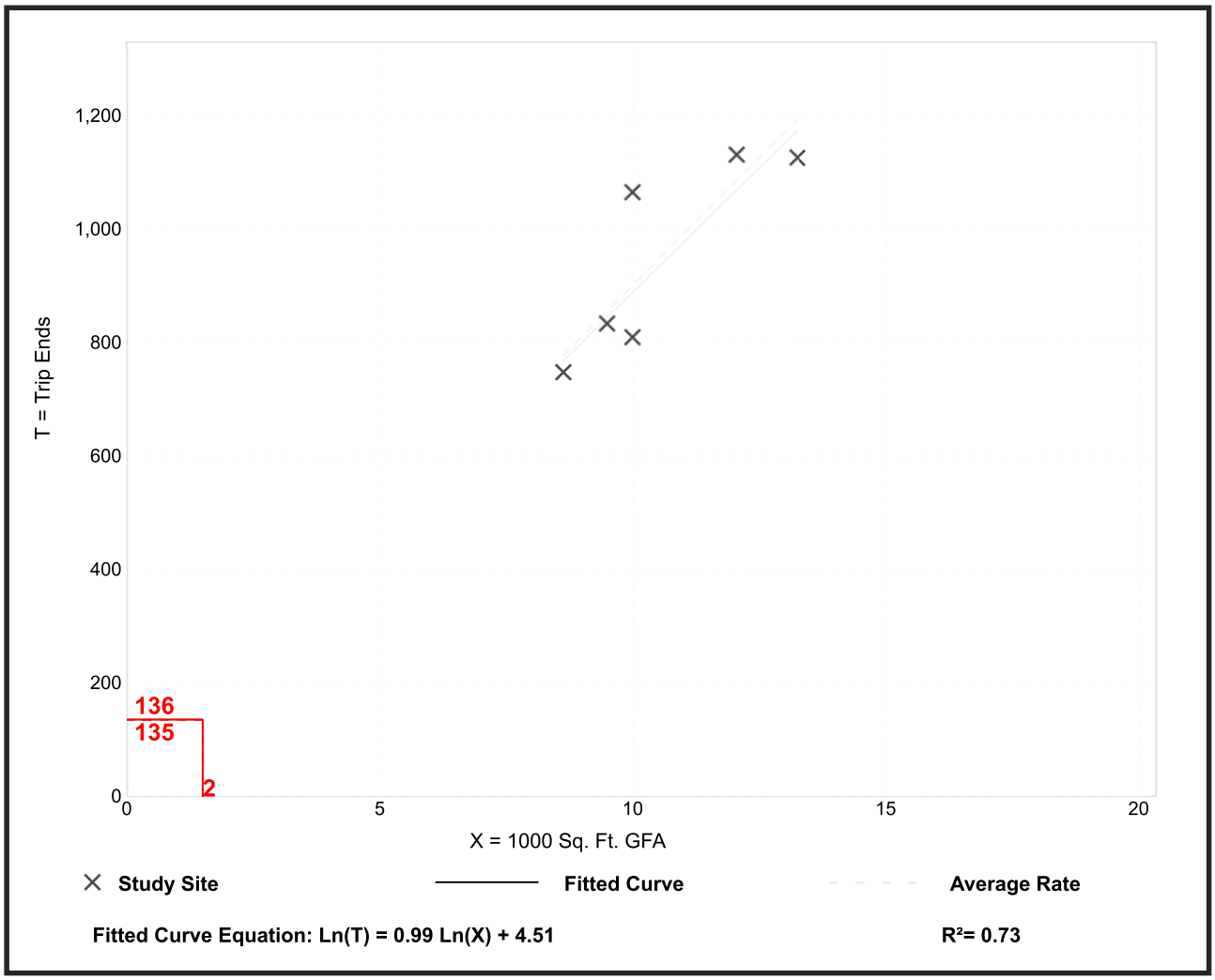
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 6
Avg. 1000 Sq. Ft. GFA: 11
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
90.08	81.00 - 106.50	8.90

Data Plot and Equation



Trip Generation Manual, 10th Edition ● Institute of Transportation Engineers

Pharmacy/Drugstore without Drive-Through Window
(880)

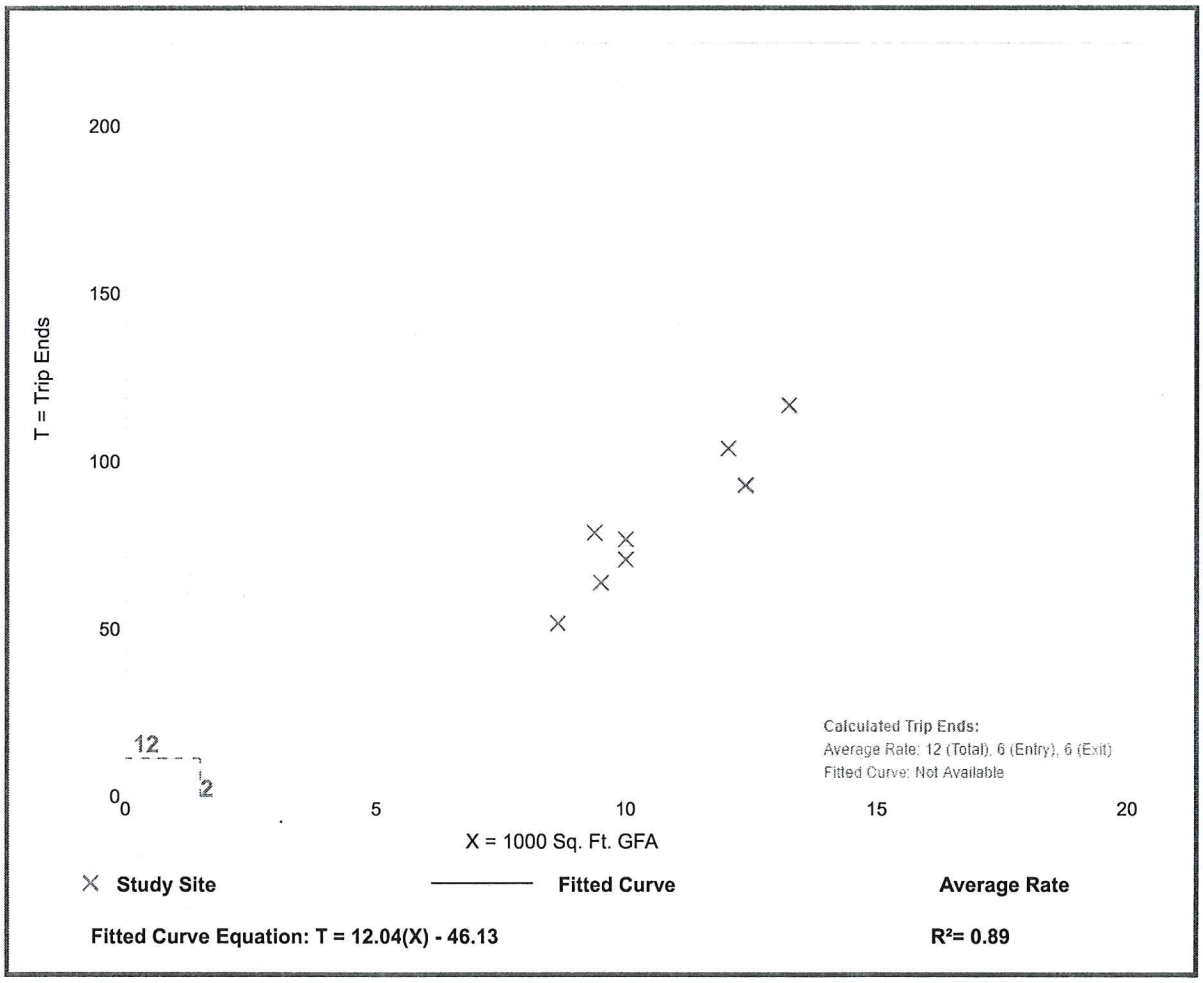
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 8
Avg. 1000 Sq. Ft. GFA: 11
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
7.71	6.03 - 8.83	0.97

Data Plot and Equation



Trip Generation Manual, 10th Edition • Institute of Transportation Engineers

Pharmacy/Drugstore without Drive-Through Window
(880)

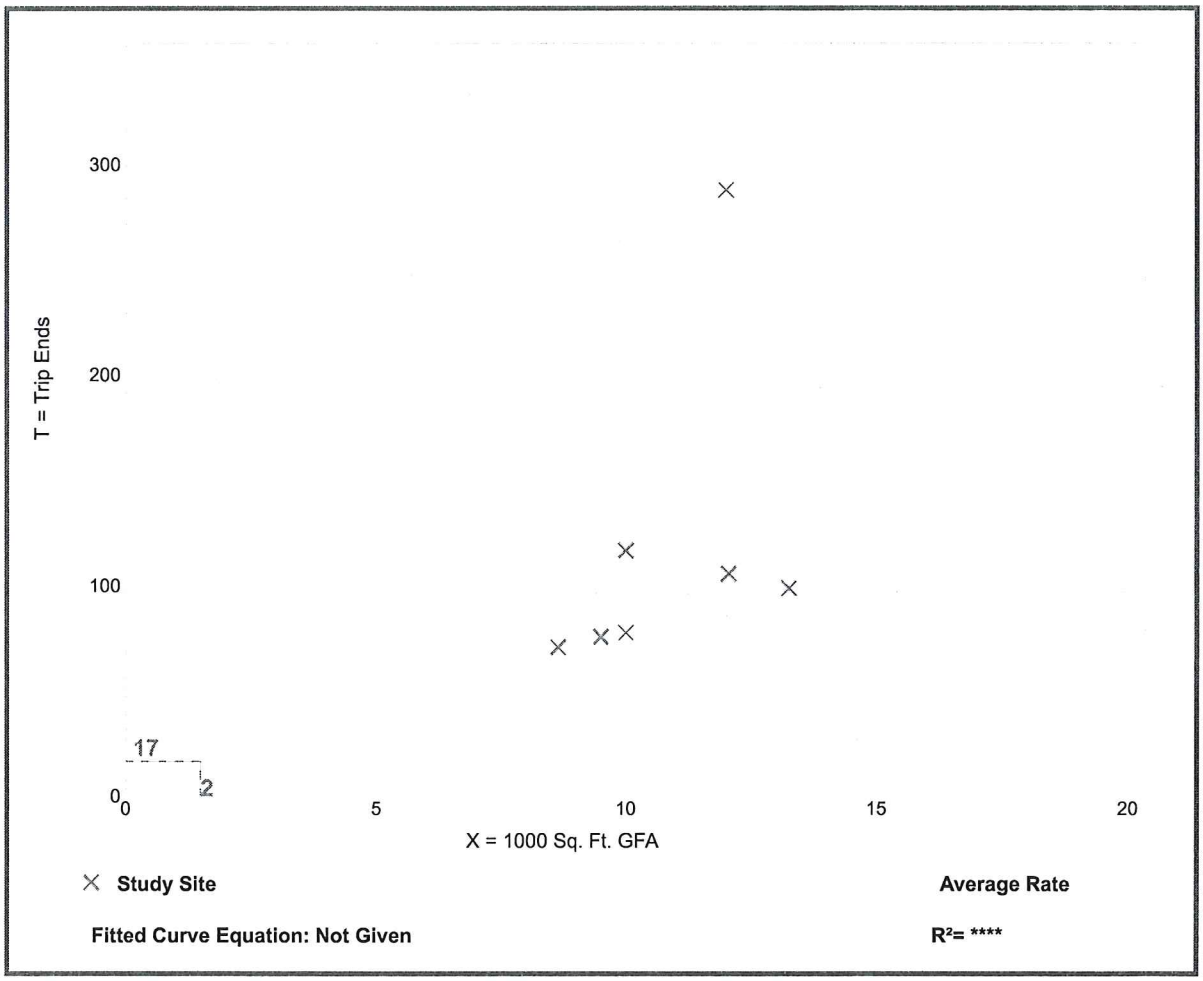
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 7
Avg. 1000 Sq. Ft. GFA: 11
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
11.07	7.47 - 24.00	6.23

Data Plot and Equation



Trip Generation Manual, 10th Edition • Institute of Transportation Engineers

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	ROW (Tennessee Ave)	ROW	ROW
South	Office / Commercial (Developed)	OP & RM	C1 & R4
East	ROW (25th Street)	ROW	ROW
West	Residential	RM	R4

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	OP	C-1	N/A	0.93	X
****Proposed**	OP	PD	N/A	0.93	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day *** NO ADDITIONAL SF PROPOSED. CHANGE IN USE ONLY ***
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day *** NO ADDITIONAL SF PROPOSED. CHANGE IN USE ONLY ***
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only): NOT APPLICABLE
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people		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)

NOT APPLICABLE	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	*** NO ADDITIONAL SF PROPOSED. CHANGE IN USE ONLY ***
****Proposed Zoning/FLU**	
***Change in Demand**	

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	*** NO ADDITIONAL SF PROPOSED. CHANGE IN USE ONLY ***

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	96	14/14
****Proposed Zoning/FLU**	216	24/29
***Change in Demand**	Trips 120 increase	Trips 10 / 15 increase
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes ✓ No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type Not Applicable	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached	N/A				
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
Office Professional		9,806 sf	0.93	Existing	Existing

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes ✓ No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes ✓ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? Office Professional

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes ✓ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

LEGAL DESCRIPTION
2201 S. 25th Street

DESCRIPTION: (SOURCE) O.R.B. 3950, PG. 2788 PUBLIC RECORDS OF ST LUCIE COUNTY, FL

All of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 35 South, Range 40 East, lying South of Tennessee Avenue, West of 25th Street, North of Virginia Avenue Canal, and East of College Park Estates Unit 1, as per Plat thereof, on file in Plat Book 12, Page 52, of the Public Records of St. Lucie County, Florida.

Lying North of the following described line:

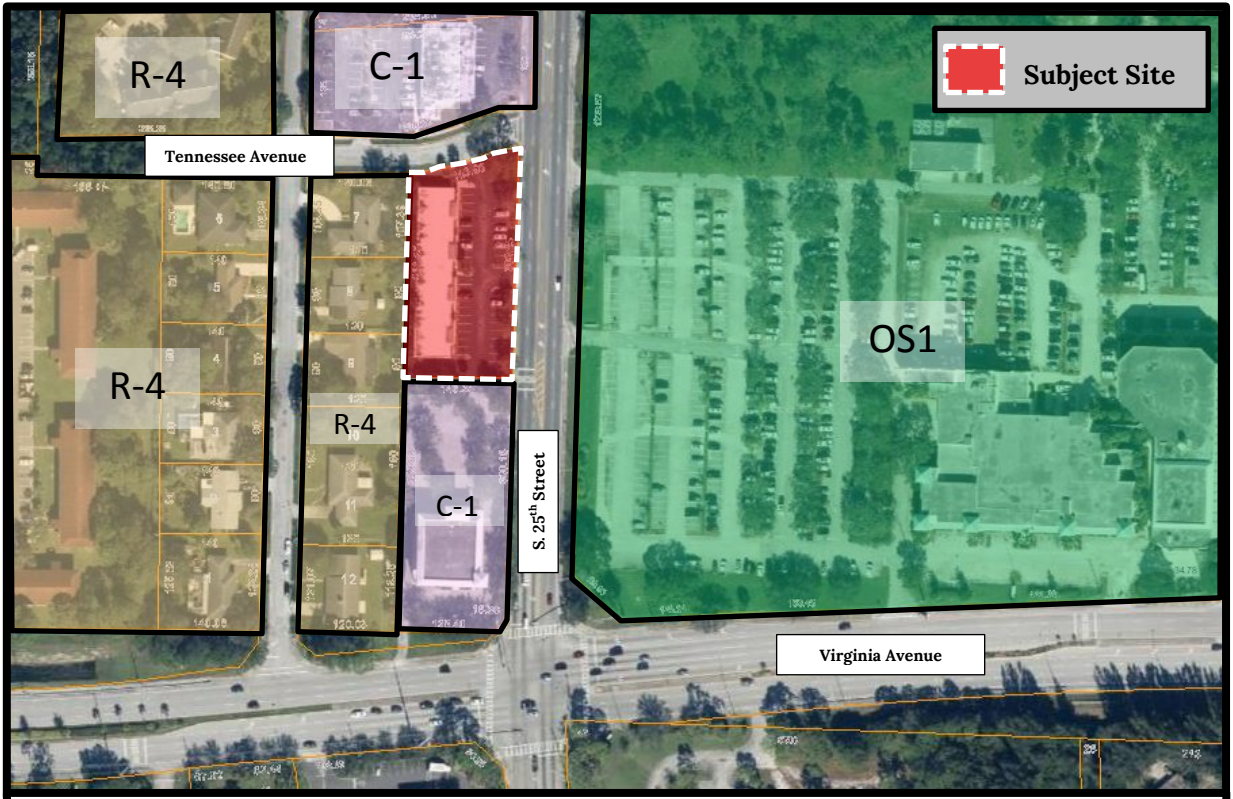
From the Northeast corner of Lot 7 of the Plat of College Park Estates Unit 1, running Southerly along the East boundary of said Plat of College Park Estates, a distance of 261.89 feet to the beginning of said line; thence by angle as turned from North to East of 90 degrees, a distance of 146.34 feet to the Westerly right of way line of South 25th Street; as depicted on that Survey drawn and prepared by Michael J. Weatherington dated June 21, 1997, and recorded in Official Records Book 1096, Page 457, of the Public Records of St. Lucie County, Florida, to the Point of Beginning.



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Rezoning
2201 S. 25th Street
Aerial Map

N
W E
S



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Rezoning
2201 S. 25th Street
Zoning Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

September 19, 2018

Brad Currie, AICP, Engineering Design & Construction
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

SUBJECT: **Civic Professionals Plaza – 2201 S. 25th Street**
TECHNICAL REVIEW PROJECT: # 18-43900004
ZONING ATLAS MAP AMENDMENT

Comments:

1. Please review City Code 22-40(c)(2), Planned Development and verify that the site plan provided contains all required information.
    a. Please add the setbacks for the front, side and rear property lines to the site data section of the site plan.
    b. Please add building height to the site data section of the site plan.
    c. Please provide dimensions for the parking spaces

2. Please add a section to the site plan that indicates all allowed uses for this Planned Development.

3. Please provide a project narrative. The requirements of the project narrative can be found in City Code 22-40(c)(1)(a.).

Please provide a written response to all TRC comments and provide submittal (10 copies) of all new materials by September 28, 2018 to advance to the September 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

SEP 12 2018
CITY OF FORT PIERCE
PLANNING & ZONING

TO : Brandon Creagan, Planner

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

RE : Civic Professional Plaza – 2201 S. 25th Street
Planned Development - TRC No. 18-43900004

DATE : September 12, 2018

This is to advise you that we have completed the review of the following documents as received by this office on September 6, 2018:

- ☑ Planned Development Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Construction Drawings
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☑ Recommend ☐ Do Not Recommend

☑ Planned Development ☐ 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/tst
Q:\ENGINEERING\Site Development Projects\C\Civic Professional Plaza\Submittal No. 1 - 090618\PD Approval - 091218.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 9/20/18
Property Address: 2201 S. 25th St.
Property Name: Rezoning – Planned Development
Project Name:
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: 9/19/18

September 14th, 2018

Project: **Rezoning Planned Development**
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) Under surveyor's notes and report, paragraph 4, hereon is misspelled.
2) 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."
3) Please add 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."
4) In the description you have indicated ¼ as 114. Please revise.
5) On the drawing at the POC you have misspelled Boundary. You have also indicated it is the south boundary. Is this correct?
6) Please indicate the POB on the drawing.
7) On the last line of the description you state "to the point of beginning". Would it not be "to the terminus of said line"?

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

FPUA Comments

Rezoning – Planned Development – 2201 S. 25th Street

- W/WW Engineering: No objection
- Electric & Gas Engineering: Approved, no comment

ENGINEERS SURVEYORS

September 25, 2018 *Via: Electronic and Hand Delivery*

Brandon Creagan, LEED Green Associate
City of Fort Pierce Planning
100 North US Highway 1
Fort Pierce, FL 34950

Re: 2201 S. 25th Street
TRC # 18-43900004
Zoning Atlas Map Amendment - Response to Comments

Dear Brandon:

On behalf of our client, please find the attached response to comments received at the September 20, 2018 TRC meeting for a project known as Premier Medical Plaza. Each comment is identified below followed by a response in ***bold italics***.

PLANNING AND ZONING COMMENTS

1. Please add the setbacks for the front, side and rear property lines to the site data section of the site plan.

RESPONSE: Please see revised site plan.

2. Please add building height to the site data section of the site plan.

RESPONSE: Please see revised site plan.

3. Please provide a project narrative. The requirements of the project narrative can be found in City Code 22-40(c)(1)(a).

RESPONSE: Please see attached project narrative.

SURVEYOR COMMENTS

1. Under surveyor's notes and report, paragraph 4, hereon is misspelled.

RESPONSE: Please see revised survey.

2. 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.

RESPONSE: Please see revised survey.

3. Please add to your notes "Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent bof the signing party or parties".

RESPONSE: Please see revised survey.

4. In the description you have indicated ¼ as 114. Please revise.

RESPONSE: Please see revised survey.

5. On the drawing at the POC you have misspelled Boundary. You have also indicated it is the south boundary. Is this correct?

RESPONSE: The spelling of boundary has been changed and it is the POC to the South boundary line.

6. Please indicate the POB on the drawing.

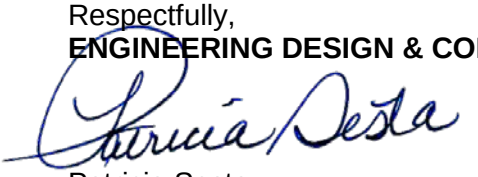
RESPONSE: The POB of the South boundary line is now noted. Please see revised survey.

7. On the last line of the description you state “to the point of beginning. Would it not be “to the terminus of said line”?

RESPONSE: The description was taken verbatim from the deed however the preceding course goes to the west right-of-way line of 25th Street so "to the point of beginning has been removed. Please see revised survey.

We feel the attached adequately addresses staff comments and respectfully request the approval of this project. If you have any questions regarding this application, the attached documents, or the project, please contact our office.

Respectfully,
ENGINEERING DESIGN & CONSTRUCTION, INC.



Patricia Sesta
Planner

cc: Mark Youssef

S:\EDC-2018\18-329 - 2201 S. 25th Street\ENGINEERING\Documents\Submittal Documents\Comment Response Letter\2018-09-25_B_Creagan_City_FP_Rezone_Rsp2Cmts_2201_S_25th_18-329.doc

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Rezoning - Civic Professionals Plaza - 2201 S. 25th Street

NOTICES PROVIDED PURSUANT TO: City Code 22-143

NOTICE BY NEWSPAPER: Sunday, November 4, 2018

NOTICE BY MAIL: Friday, November 2, 2018

NOTICE BY SIGNS: Wednesday, November 7, 2018

VERIFIED BY: Brandon Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 11/7/18

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)	2155391	PO-18-039	18-039

Pub Dates
November 4, 2018

Sworn to and subscribed before me this day of, November 05, 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 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, November 19th, 2018 and Monday, December 3rd, 2018 hold Public Hearings on the enactment of the proposed ordinance 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:

Ordinance 18-039 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING PROPERTY GENERALLY LOCATED AT 2201 S. 25TH STREET FROM C-1, OFFICE COMMERCIAL, 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 HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2417-444-0001-000-7

All interested parties may appear at the meeting and be heard with respect to the ordinance. 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: 11/04/2018
TCN2155391

City Commission Regular Meeting **12.f.**

Meeting Date: 11/19/2018

Re: Waiver of Distance (2COP) - Alabon Haitian Restaurant - 1409 Delaware Avenue

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Application for Waiver of Distance for a 2COP – Beer & Wine License for sale of alcohol for on premise consumption at 1409 Delaware Avenue submitted by the applicant Claufene Belizaire. The property is zoned C-3, Parcel ID: 2409-818-0003-000-3.

SUMMARY:

- The Alabon Haitian Restaurant is seeking to secure a 2COP – Beer and Wine license, to offer sale of alcohol, at the restaurant, for consumption on-premises.
- Section 3-7 of the City Code restricts the sale or distribution of alcoholic beverages for consumption on the premises where the establishment is located within 1,600 feet of a church, school, or other licensed establishments; unless a Waiver of Distance is granted.
- The applicant is requesting the waiver based upon the presence of the Creative Arts Academy of St. Lucie (CAST), which is with-in 1,600 feet of 1409 Delaware Avenue.
- At their meeting on October 9, 2018 the Planning Board voted 7-0 to approve the request as presented.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Application & Supporting Documents
Aerial Map
TRC Comments

Public Certification Notification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:47 PM

Form Started By: Brandon Creagan
Started On: 10/31/2018 06:56 PM
Final Approval Date: 11/14/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Waiver of Distance**
Alabon Haitian Restaurant - 1409 Delaware Avenue

DATE: November 2, 2018

STAFF REPORT

Property Owner: Xiang Lin
1850 US Hwy 1
Vero Beach, FL 32960

Applicant: Claufene Belizaire
1409 Delaware Avenue
Fort Pierce, FL 34950

Requested Action: Recommendation of Approval for a Waiver of Distance for an 2COP Alcohol Beverage License

Site Location: 1409 Delaware Avenue

Parcel ID: 2409-818-0003-000-3

Type of License: 2COP – Beer & Wine; sale for on premises consumption.

Establishment Name: Alabon Haitian Restaurant

Current Zoning: C-3, General Commercial

Future Land-Use GC, General Commercial

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3/R-3	C-3

Staff Analysis:

The Alabon Haitian Restaurant is seeking to secure a 2COP – Beer and Wine license, to offer sale of alcohol, at the restaurant, for consumption on-premises. Section 3-7 of the City Code restricts the sale or distribution of alcoholic beverages for consumption on the premises where the establishment is located within 1,600 feet of a church, school, or other licensed establishments; unless a Waiver of Distance is granted.

The applicant is requesting the waiver based upon the presence of the Creative Arts Academy of St. Lucie (CAST). City Code Section 3-15 of the City Code specifies that a waiver of distance shall be granted only if it does not adversely affect community health, safety or general welfare and that the following are considered:

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

There are no nearby businesses that are licensed to sell intoxicating beverages for on premise consumption. There two businesses that are licensed to sell intoxicating beverages for off-premise consumption. Those two businesses are the Circle K gas station and the La Placita grocery store. Both of these businesses are with-in 1,600 feet of the Alabon Haitian Restaurant. The restaurant is also located within 1,600 feet of the Creative Arts Academy of St. Lucie (CAST).

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

The existing site will need landscaping and parking improvements. The applicant is aware of this and is in the process of obtaining both a landscape plan and a parking plan.

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

There are no residential zoning districts immediately around the site, however the R-3, Intermediate Density Residential zoning district is close to this site. Because there are commercial uses surrounding the site the area is considered to be well buffered from residential property.

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

The property is accessible from South 15th Street and Delaware Avenue. Also the areas that patrons and pickup/delivery vehicles will pass through are all mostly commercial in nature. The only way patrons will be passing through a primaraly residential area is if they are travaling north bound on South 15th Street. Very close to this site was another establishment (Guadalajara Mexican Restaurant) that had an alcohol license for on premise consumption located at 1702 Delaware. They ceased operation during the spring of 2018.

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

The proposed establishment is located approximately 1,200 ft. from the Creative Arts Academy of St. Lucie (CAST). Delaware Avenue is one of the main corridors in the City of Fort Pierce and sees a high level of traffic daily. The addition of this restaurant would not have an adverse effect on the level of service on this corridor nor will it have an adverse effect on the safety of students attending CAST. With-in 1,600 feet of CAST are also the Circle K gas station, McDonalds, and the La Placita grocery store.

Section 3-14 (1) of the City Code states that an applicant holding a 2COP license (Beer & Wine) must be engaged in conducting a bona fide restaurant establishment. To qualify as a bona fide restaurant an establishment must meet the following criteria:

1. Have tables capable of seating not fewer than twenty (20) persons simultaneously, for the purpose of serving meals;

2. Must dispense sales of beer and wine only to persons patronizing the establishment for the main purpose of ordering and consuming food;

3. Have permanent kitchen facilities with a commercial stove, refrigerator and oven located within the premises in which meals are regularly prepared for service to patrons of the establishment.

The application as submitted meets the necessary requirements for holding a 2COP license. The restaurant has seating for approximately 24 people. The hours of will be Monday-Sunday 8am- 10pm. It is understood by the applicant that they must follow all city and state regulations regarding the hours that alcoholic beverages are allowed to be served. It is also understood by the applicant that the lighting in the parking area must not be less than three (3) footcandles per square foot of parking lot area. They must also submit a landscape plan that is compliant with City Code 22-187, General Landscaping requirements as well as a site plan that details that their parking will be compliant with City Code 22-60, Off Street Parking and Loading.

Public Notice:

52 letters were sent to property owners with-in 500 feet of the subject property. As of November 2, 2018 0 letters have been returned. An update will be given at the City Commission meeting.

Planning Board:

At their meeting on October 9, 2018 the Planning Board voted 7-0 to approve the request as presented.

Technical Review Committee

All affected departments have reviewed and given conditional approval to the proposed Waiver of Distance with regards to the requirements of the City Code. Findings from the review by corresponding departments and any associated responses by the applicant are provided for review

Staff Recommendation

The requested Waiver of Distance is consistent with 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 requested Waiver of Distance for a 2COP Alcoholic Beverage License for the proposed establishment.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

WAIVER OF DISTANCE

Property address or Location 1409 Delware AVE Fort Pierce FL 34950

Parcel ID #(s)

Project description

Lin, Xiangyan	Claufene Belizaire owner
Property Owner(s)	**Applicant/Representative, Title, Company**
1810 U.S 1	1409 Delaware AVE
Street Address	Street Address
Vero Beach FL 32960	Fort Pierce FL 34950
City State Zip	City State Zip
772-696-3009	772 882 4983
Phone Number	Phone Number
	Claufene@Gmail.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.*

Lin

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St Lucie

The foregoing instrument was acknowledged before me this 19 day of June, 2018, by

who is personally known to me or has produced

Florida Driver as identification.

Samantha Clarke

Signature of Notary (seal)

SAMANTHA CLARKE NOTARY My Comm. Expires April 13, 2021 No. GG 94081 PUBLIC STATE OF FLORIDA

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3737

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date

Intake Planner

Planner Assigned

Approved By Date

Comments

Fees Control # B. Permit #

Intake Date Stamp

❑ WAIVER OF DISTANCE

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

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

Application Type:

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

Business Information:

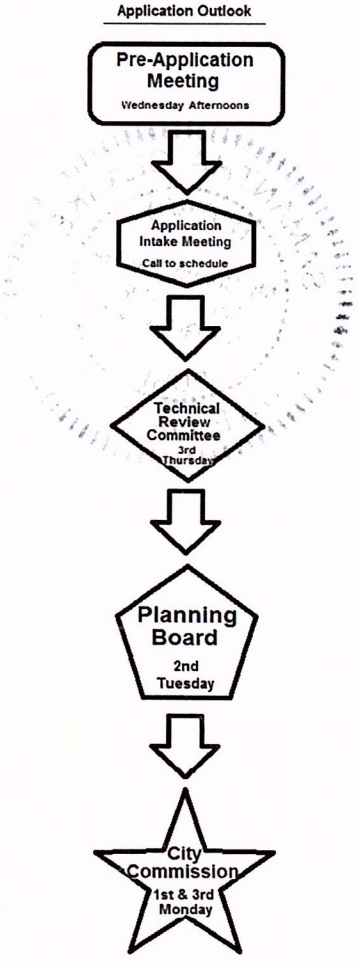
- ☑ New Business
- ❑ Transfer from:_____ Open since:_____
  address *year*

Building Size _____ Maximum Occupancy_____ Total Seating_____ Parking Spaces_____

Hours of Operation:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
to 8 - 10Pm	to 8am-10Pm	to 8-10Pm	to 8-10Pm	to 8-10Pm	to 8-10Pm	to 8-10P.m

Application Outlook



Minimum requirements for on-premises consumption.

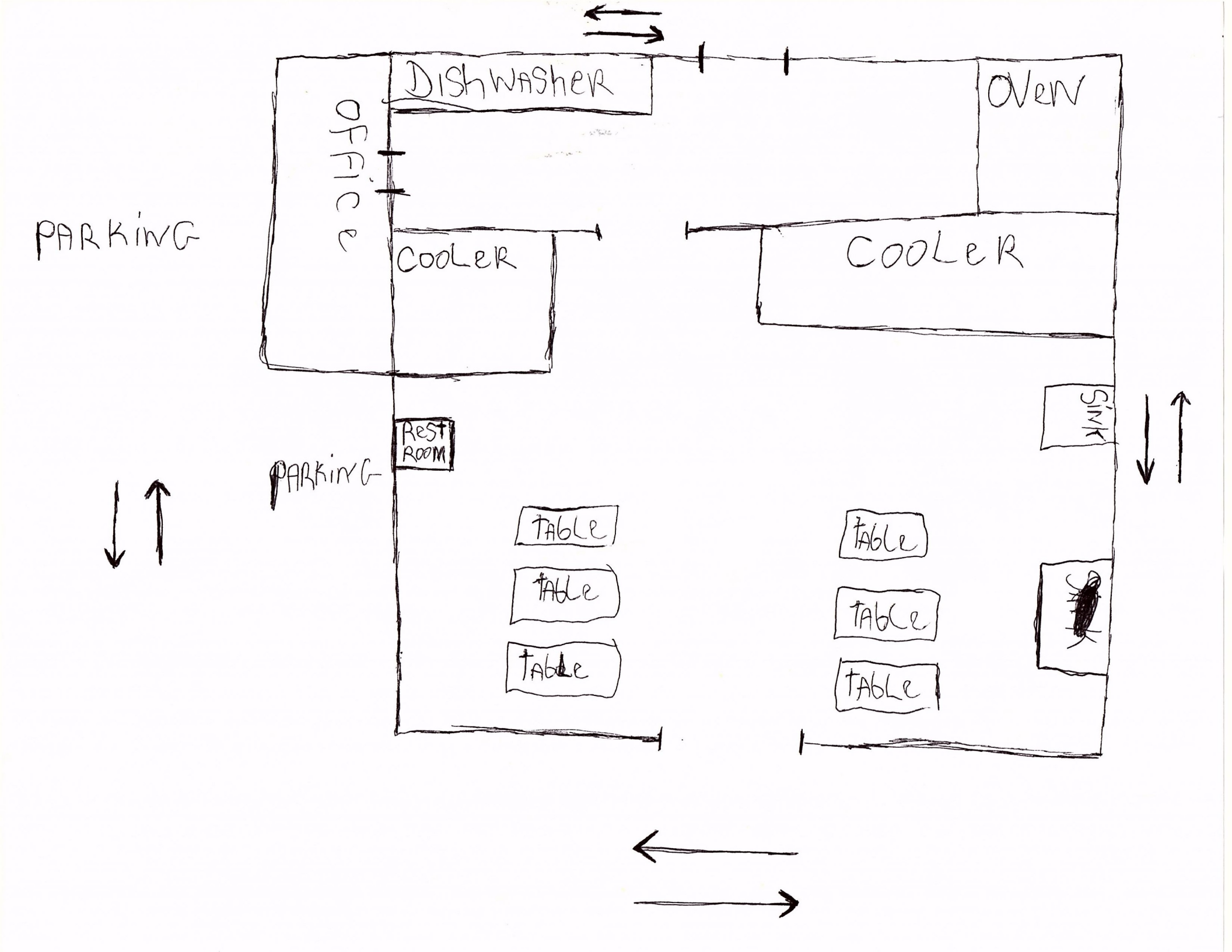
(1) An applicant holding a "Beer and Wine—Consume on Premises and Package Sales" license must be engaged in conducting a bona fide restaurant establishment, for which such waiver is sought, and to qualify as a bona fide restaurant the restaurant must:

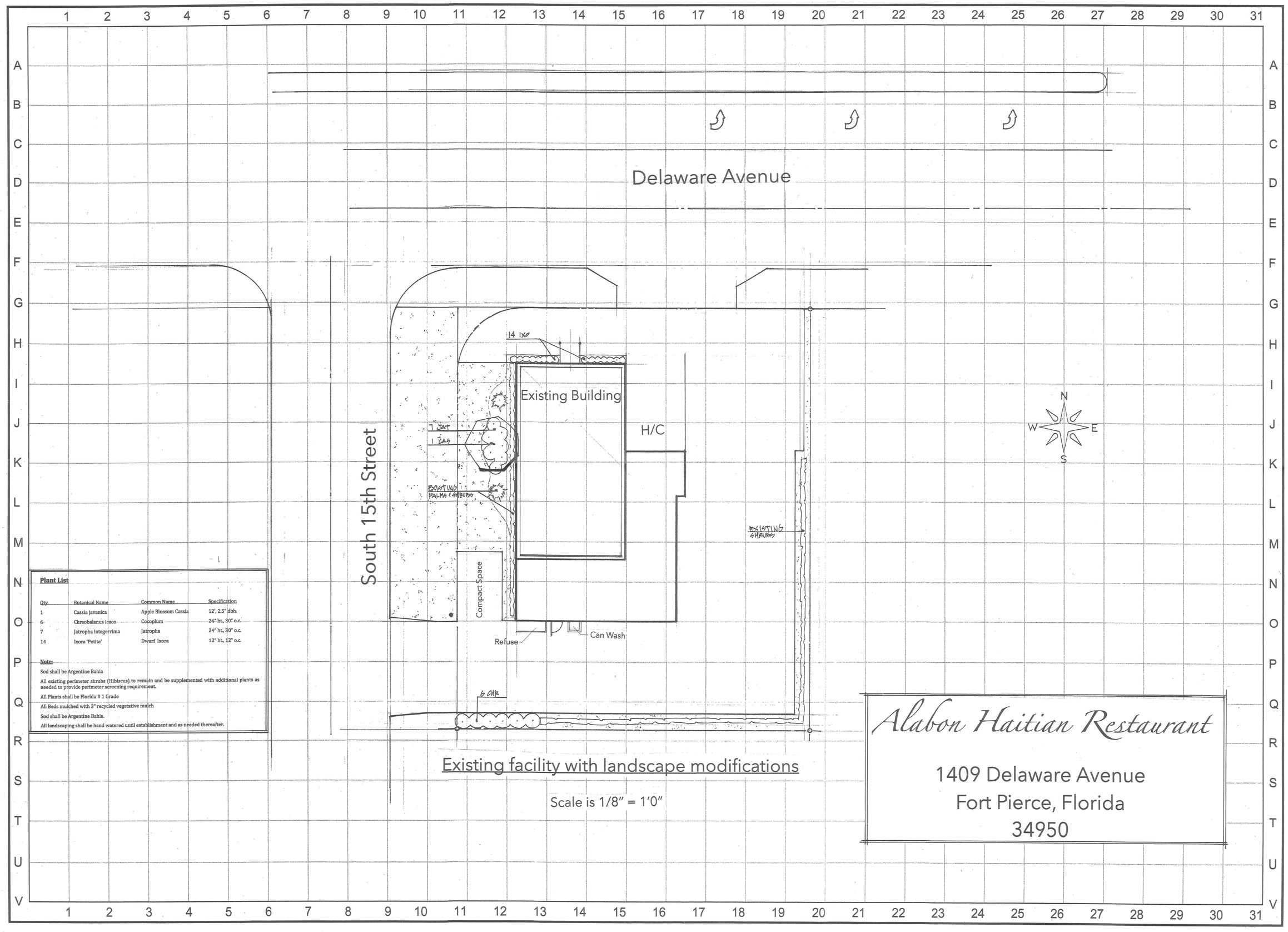
(a) Have tables capable of seating not fewer than twenty (20) persons simultaneously, for the purpose of serving meals;

(b) Must dispense sales of beer and wine only to persons patronizing the establishment for the main purpose of ordering and consuming food;

(c) Have permanent kitchen facilities with a commercial stove, refrigerator and oven located within the premises in which meals are regularly prepared for service to patrons of the establishment.

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


DISHWASHER
OVEN
OFFICE
PARKING
COOLER
COOLER
SINK
REST ROOM
PARKING
TABLE
TABLE
TABLE
TABLE
TABLE
TABLE



Plant List

Qty	Botanical Name	Common Name	Specification
1	Cassia javanica	Apple Blossom Cassia	12', 2.5" dbh.
6	Chrsobalanus icaco	Cocoplum	24" ht., 30" o.c.
7	Jatropha integerrima	Jatropha	24" ht., 30" o.c.
14	Ixora 'Petite'	Dwarf Ixora	12" ht., 12" o.c.

Note:

Sod shall be Argentine Bahia

All existing perimeter shrubs (Hibiscus) to remain and be supplemented with additional plants as needed to provide perimeter screening requirement.

All Plants shall be Florida # 1 Grade

All Beds mulched with 3" recycled vegetative mulch

Sod shall be Argentine Bahia.

All landscaping shall be hand watered until establishment and as needed thereafter.

Existing facility with landscape modifications

Scale is 1/8" = 1'0"

Alabon Haitian Restaurant

1409 Delaware Avenue
Fort Pierce, Florida
34950

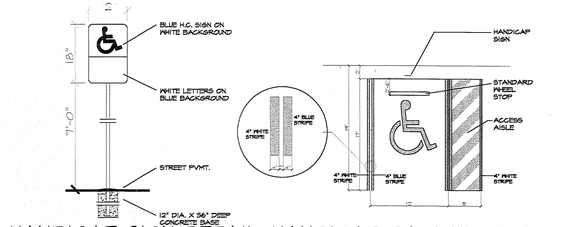
BOGGS PLANNING + LANDSCAPE ARCHITECTURE
GREG BOGGS
ASLA, RLA #901
100 AVENUE A • SUITE 2E • FT. PIERCE, FL 34950

Cleveland Design Group Inc.
100 Avenue A, Suite 2E
Fort Pierce, Florida 34950
772-464-2010, email vidand12@yahoo.com

Alabon Haitian Restaurant
1409 Delaware Avenue, Fort Pierce, Florida
34950

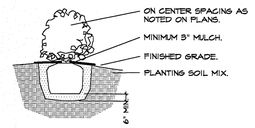
SCALE: 1/8" = 1'0"
DATE: 10.2018
DRAWN BY: dv

1/1

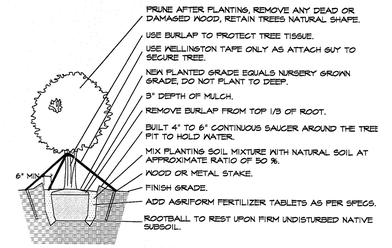


HANDICAP SIGN DETAIL N.T.S.

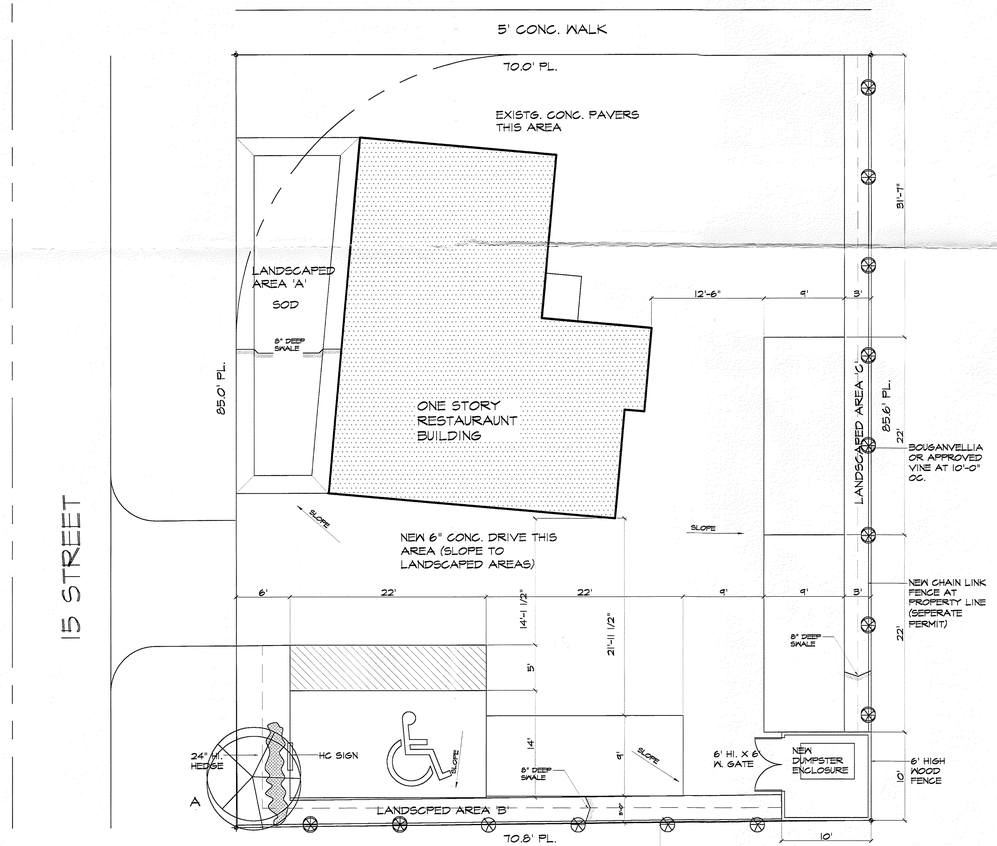
HANDICAP PARKING DETAIL N.T.S.



HEDGE PLANTING DETAIL NTS.



TREE PLANTING DETAIL NTS.



LEGAL DESCRIPTION:

LOT 2, BLOCK 1, LAFOND SUBDIVISION, AS PER PLAT THEREOF ON FILE IN PLAT BOOK 8, PAGE 12, PUBLIC RECORDS OF ST. LUCIE, COUNTY, FLORIDA.

N

SITE PLAN

SCALE: 1/8" = 1'-0"

PLANT MATERIAL:

TYPICAL TREES:

A — LIVE OAK MIN. 2 1/2" CALIPER AT 4 1/2 FT. HI. MIN. 10'-0" HIGH AT PLANTING

BOUGANVELLIA OR VINE AT 10'-0" OC.

TYPICAL HEDGE:

VIBURNAM OR EQUAL 24" HI. AT 24" OC.

SITE DATA:

TOTAL SITE:	6095.64 SF.	100
EXISTS. BUILDING	1121.61 SF.	18.4 %
PAVEMENT / DRIVES /WALKS:	3978.76 SF.	65.27 %
LANDSCAPING:	995.27 SF.	16.32 %
PERVIOUS:	995.27 SF.	16.32 %
IMPERVIOUS:	5100.13 SF.	83.66 %

DRAINAGE CALCULATIONS:

TOTAL IMPERVIOUS AREA. 5155.71 SF.

PROVIDE 1" OVER TOTAL SITE RETENTION AREA
5155.71 SF. X .083 = 427.92 CF. REQUIRED

LANDSCAPED AREA 'A' 474.64 SF.
141.58 SF. SLOPED AREA 141.58 SF. / 2 X .66 FT.= 65.78 CF.
288.14 SF. FLAT AREA 288.14 SF. X .66 FT.= 190.17 CF.

LANDSCAPED AREA 'B' 226.74 SF.
242.37 SF./2 X .66 FT. = 46.48 CF.

LANDSCAPED AREA 'C' 293.21 SF.
293.21 SF./2 X .66 FT. = 76.93 CF.

TOTAL RETENTION AREA REQUIRED 427.92 CF.
TOTAL WATER RETAINED 427.56 CF.

GARY POWELL
ARCHITECTURE AND PLANNING
16 SOUTH RIVER ROAD
SEWALLS POINT, FLORIDA 34996
OFF. 772-223-1755
FAX. 772-223-9943

GARY M. FREITAS
REGISTERED ARCHITECT
STATE OF FLORIDA

PARKING LAYOUT FOR:
MR. AND MRS. JAMES M.
1409 DELAWARE AVE.
FT. PIERCE, FLORIDA

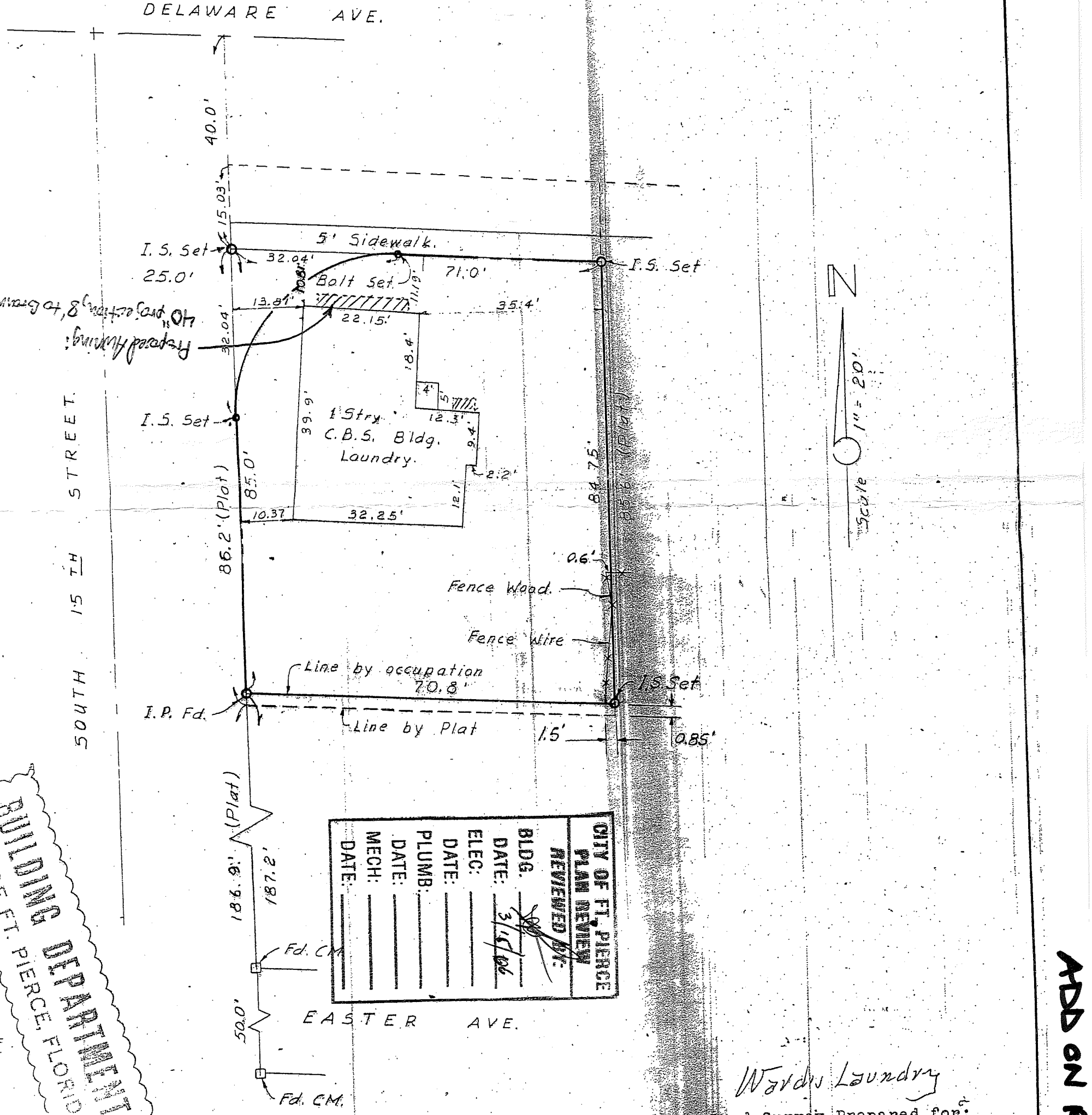
DRAWN BY
WGP
CHECKED BY
WGP
DATE
AUG. 22, 2006
SCALE
AS NOTED
JOB NO.
06
REVISIONS:

A-1

1 OF 1

DESCRIPTION:
Lot 2, Block 1, LaFond Subdivision, as per plat thereof on file in Plat Book 8, page 12, public records of St. Lucie County, Florida.

EXCEPTING the following; The North 15 feet of Lot 2, Block 1, of LaFond Subdivision as per plat thereof recorded in Plat Book 8, page 12, of the public records of St. Lucie County, Florida, being that part of said lot lying Southerly of and within 40 feet of the survey line of State Road 70, Section 9403.
ALSO, A parcel of land in aforesaid Lot 2, in Block 1, LaFond Subdivision described as follows; Commence at the Northwest corner of said Lot 2 and run Southerly 15.03 feet along the West line of said Lot to the Point of Beginning; thence continue Southerly along said West line a distance of 32.04 feet to the beginning of a curve, concave to the Southeasterly having a radius of 30.0 feet; thence run Northerly and Easterly 49.10 feet along the arc of said curve through a central angle of 93°46'00" to the end of said curve; Thence run North 87°54'34" West 32.04 feet to the Point of Beginning.



BUILDING DEPARTMENT
CITY OF FT. PIERCE, FLORIDA

CITY OF FT. PIERCE
PLAN REVIEW
REVIEWED BY:
BLDG. _____
DATE: 3/1/06
ELEC: _____
DATE: _____
PLUMB: _____
DATE: _____
MECH: _____
DATE: _____

I hereby certify that this map and the survey on which it is based were made under my direction and are true and correct to the best of my knowledge.

Land Surveyor, Florida Registration No. 1873.

RECEIVED
MAR 01 2006
BLDG. ENFORCEMENT DEPT.

Wendy's Laundry

Land Survey Prepared for:

A.E. & T.R. ~~Mr. & Mrs.~~ A. Hofferberth

FREEMAN H. HORTON & ASSOC.
ENGINEERS.

Fort Pierce, Florida

September 30, 1965.

ADD ON REVISION 3/1/06



THE SUNRISE CITY
FORT PIERCE
Florida

Application for Waiver of Distance
1409 Delaware Avenue
Aerial Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

September 19, 2018

Claufene Belizaire
1409 Delaware Avenue
Fort Pierce, FL 34950

SUBJECT: **2COP Alcohol License – 1409 Delaware Avenue**
TECHNICAL REVIEW PROJECT: # 18-08000002
WAIVER OF DISTANCE

Comments:

1. Provide a site plan that details where the parking will be located on site and show that the parking is compliant with City Code 22-60, Off Street Parking and Loading.

2. A Landscape Plan will be required that demonstrates compliance with City Code 22-187, General Landscaping Requirements.

3. A Lighting Plan will be required that demonstrates compliance with City Code 22-60(j)(1)(d).

Please provide a written response to all TRC comments and provide submittal (10 copies) of all new materials by September 28, 2018 to advance to the September 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 : Restaurant (2COP) – 1409 Delaware Avenue
Waiver of Distance - TRC No. 18-08000002

RECEIVED
SEP 18 2018
CITY OF FORT PIERCE
PLANNING & ZONING

DATE : September 11, 2018

This is to advise you that we have completed the review of the following documents as received by this office on September 6, 2018:

- [x] Waiver of Distance Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Conceptual Engineering Plans
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend
- [x] Waiver of Distance
- [ ] Building Permit
- [ ] C/O

NOTE: This approval does not include any approvals for parking lot modifications nor does it include the review of potential roadway impacts. Any changes to the existing parking lot or an increase in traffic volume to the adjacent roadways existing will require a separate approval complete with a plan depicting the proposed modifications and a traffic study.

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.

JRA/TST/dhr
Q:\ENGINEERING\Site Development Projects\Addresses\1409 Delaware Ave\Waiver of Distance Approval - 091118.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: September 20, 2018
Property Address: 1409 Delaware Ave. – Waiver of Distance – 2 COP License
Property Name:
Project Name:
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: 9/19/18

September 14th, 2018

Project: **Waiver of Distance 1409 Delaware Avenue**
Subject: **SURVEY REVIEW**
To: Brandon Creagan
From: Rod Reed, PLS
SLC-Engineering Division

1) I have no 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
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Waiver of Distance (2COP Alcohol License) - 1409 Delaware Avenue

NOTICES PROVIDED PURSUANT TO: City Code 22-143

NOTICE BY NEWSPAPER: Sunday, November 4, 2018

NOTICE BY MAIL: Friday, November 2, 2018

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 11/7/18

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)	2155404	PO 11-19PP	11-19PP

Pub Dates
November 4, 2018

Sworn to and subscribed before me this day of, November 05, 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 Section 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, November 19, 2018 hold Public Hearings 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:

1. Application for a Conditional Use with No New Construction submitted by the applicant, Coldwell Banker Paradise, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 355 S. Ocean Drive # 802, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-522-0001-000-7.
2. Application for a Conditional Use with No New Construction submitted by the applicant, Coldwell Banker Paradise, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 355 S. Ocean Drive # 803, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-522-0051-000-2.
3. Application for a Conditional Use with New Construction submitted by the applicant, Red Lion Construction, Inc. to construct a new one-story 26,926 sq. ft. Assisted Living Facility at 4201 S. 25th Street, Fort Pierce, FL. The property is zoned Office Commercial Zone (C-1), Parcel ID: 2432-411-0001-000-2.
4. Application for a Conditional Use with New Construction submitted by the applicant, Paul Jacquin & Sons, Inc. to construct a new one-story 2,796 sq. ft. pre-school at 2706 Sunrise Boulevard, Fort Pierce, FL. The property is zoned Single-Family Intermediate Density Zone (R-2), Parcel ID: 2421-513-0014-000-5.
5. Application for Waiver of Distance for a 2COP – Beer & Wine License for sale of alcohol for on premise consumption at 1409 Delaware Avenue submitted by the applicant Claufene Belizaire. The property is zoned C-3, Parcel ID: 2409-818-0003-000-3.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications 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: 11/04/18
tcn 2155404

City Commission Regular Meeting **12.g.**

Meeting Date: 11/19/2018

Re: Conditional Use - McCann Dwelling Rental - 355 S. Ocean Drive #803

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Application for a Conditional Use with No New Construction submitted by the applicant, Coldwell Banker Paradise, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 355 S. Ocean Drive # 803, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-522-0051-000-2.

SUMMARY:

- 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 to operate a Dwelling Rental at 355 S. Ocean Drive #803 & Cabana-15, to offer lodging of less than six (6) months and a minimum of thirty-one (31) days to guests.
- Avalon Beach Club Condominiums. The subject condo apartment contains (2) bedrooms, two and a half (2 1/2) bathrooms and traditional support rooms.
- The subject condo apartment has two (2) designated and paved parking spaces for the unit. The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).
- The Planning Board, at their October 9th, 2018 meeting, voted to recommend approval of the request.
- A total of 82 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.

RECOMMENDATION:

Approve with Conditions

1. The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.
2. Registration of the property manager accessible at all times, to resolve complaints or violations of City Code.
3. Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts.
4. The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
5. Limit no more than 2 vehicles.
6. Include the City of Fort Pierce Business Tax License number on all advertising.

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Staff Report
Application
Zoning Map
Site Plan
Floor Plan
Rental Agreement
Rules & Regulations
TRC Comments
Aerial Map

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:44 PM

Form Started By: Brandon Creagan
Started On: 11/05/2018 03:22 PM
Final Approval Date: 11/14/2018

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**
McCann Dwelling Rental
355 S. Ocean Drive #803

DATE: October 26, 2018

STAFF REPORT

Property Owner: Paul & Jean Marie McCann
355 S. Ocean Drive #803
Fort Pierce, FL. 34949

Applicant: Coldwell Banker Paradise
411 N. US Highway 1
Fort Pierce, FL. 34950

Applicant's Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The identified minimum rental period is identified as thirty-one (31) days.

Location(s): 355 S. Ocean Drive #803

Parcel ID: 2401-522-0051-000-2

Current Zoning: Hutchinson Island Medium Density Residential Zone (R4-A)

Future Land Use: Hutchinson Island Residential (HIR)

Surrounding Zoning:

North	East	South	West
R-4A	R-4A	R4-A/C-5	R-4A

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 to operate a Dwelling Rental at 355 S. Ocean Drive #803 & Cabana-15, to offer

lodging of less than six (6) months and a minimum of thirty-one (31) days to guests. The subject property consists of the Avalon Beach Club Condominiums. The subject condo apartment contains (2) bedrooms, two and a half (2 1/2) bathrooms and traditional support rooms. The subject condo apartment has two (2) designated and paved parking spaces for the unit. The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).

The property is located at the northeast corner Hernando Street and Avalon Avenue. The subject site is surrounded by multi-family housing to the north, west, and south, and the Atlantic Ocean to the east.

Dwelling Rentals

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling rental (dwelling unit)", and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis.

The State of Florida provides further classification of a dwelling is rented for periods of less than one (1) month, declaring the use a "Vacation rental", and defined such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 31 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays are less than thirty-one (31) days. The rental of a dwelling for periods at a minimum of thirty-one (31) days, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	**Vacation Rental**
Length of Stay	Less than 6 months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental License
Public lodging establishment (ADA & Misc. Regulations)	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Zoning & Land Use

The subject site is located within the Hutchinson Island Medium Density Residential Zone (R4-A) district which is designed to establish height and density regulations for lands located within the city which are situated east of the Indian River. The R-4A zone is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. Permitted gross residential densities in this district may not generally exceed eight (8) units per acre. Bonus density of up to one additional unit per acre is available as provided for in this section. This district is established because Hutchinson Island is a sensitive barrier island which presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

The Hutchinson Island Residential (HlR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to 8 dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed.

Parking
Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject condo features two (2) parking spaces for the unit.

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 not generally appropriate for single-family, low-density environments.

The authorization of a Conditional Use to establish a dwelling rental for periods of less than six (6) months, but greater than thirty-one (31) days would provide an opportunity for consistency with zoning district and land use designation as the use becomes non-transient, minimizing the commercial nature of the use and potential impacts to the surrounding residential neighborhood. The further limitation of other leading effects of the use may provide greater assimilation of the short-term rental within a single-family district.

Technical Review Committee
All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided for viewing by the Planning Board.

Property Owner Response Summary:
A total of 82 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 October 9th, 2018 meeting, voted to recommend **approval** of the request.

Staff Recommendation:
The proposed use presents the provision of limited transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends the City Commission **approve** the request with the following conditions:

1) The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and
4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
5) Limit no more than 2 vehicles.
6) Include the City of Fort Pierce Business Tax License number on all advertising

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 355 South Ocean Dr. #803 Ft. Pierce, FL 34949

Parcel ID #(s) 2401-522-0051-000-2

Project description Avalon Beach Club #803 & Cabana # C-15

Paul & Jeanmarie McCann
Property Owner(s)
355 S. Ocean Dr #803
Street Address
Ft. Pierce FL 34949
City State Zip
(561) 818-2169
Phone Number
mccannpb at Yahoo.com
Email Address

Coldwell Banker Paradise
Applicant/Representative, Title, Company
411 N US 1
Street Address
Ft. Pierce FL 34950
City State Zip
772-461-3383
Phone Number
Connie.davis@cbparadise.com
Email Address

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

P & J McCann
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 26th day of July, 2018, by Paul & Jean Marie McCann who is personally known to me or has produced _____ as identification.

Linda Nelson
Signature of Notary (seal)

Notary Public State of Florida
Linda D Nelson
My Commission GG 214329
Expires 08/30/2022

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

☐ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ☐ *If no site improvements are required:*
  - ☐ As-built survey
  - ☐ Floor plan of existing building(s)
- ☐ *If parking and drainage improvements are required:*
  - ☐ As-built survey;
  - ☐ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ☐ Lighting plan
- ☐ Complete, notarized application

Application Type:

- ☑ Conditional Use: No new construction with no site improvements
- ☐ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 1,675 sqft Parking Spaces: 2

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

North	South	East	West
Multi	Comm	Beach	multi

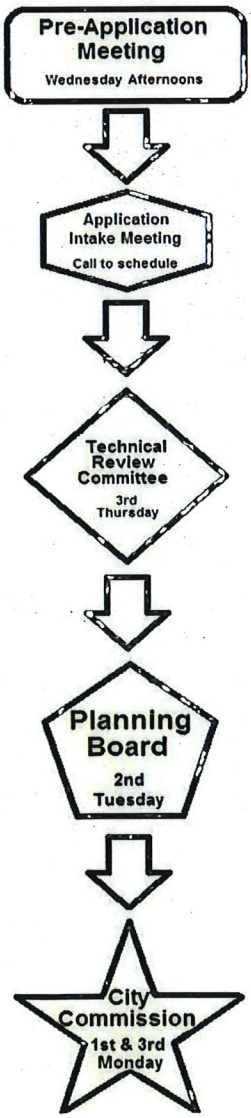
The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

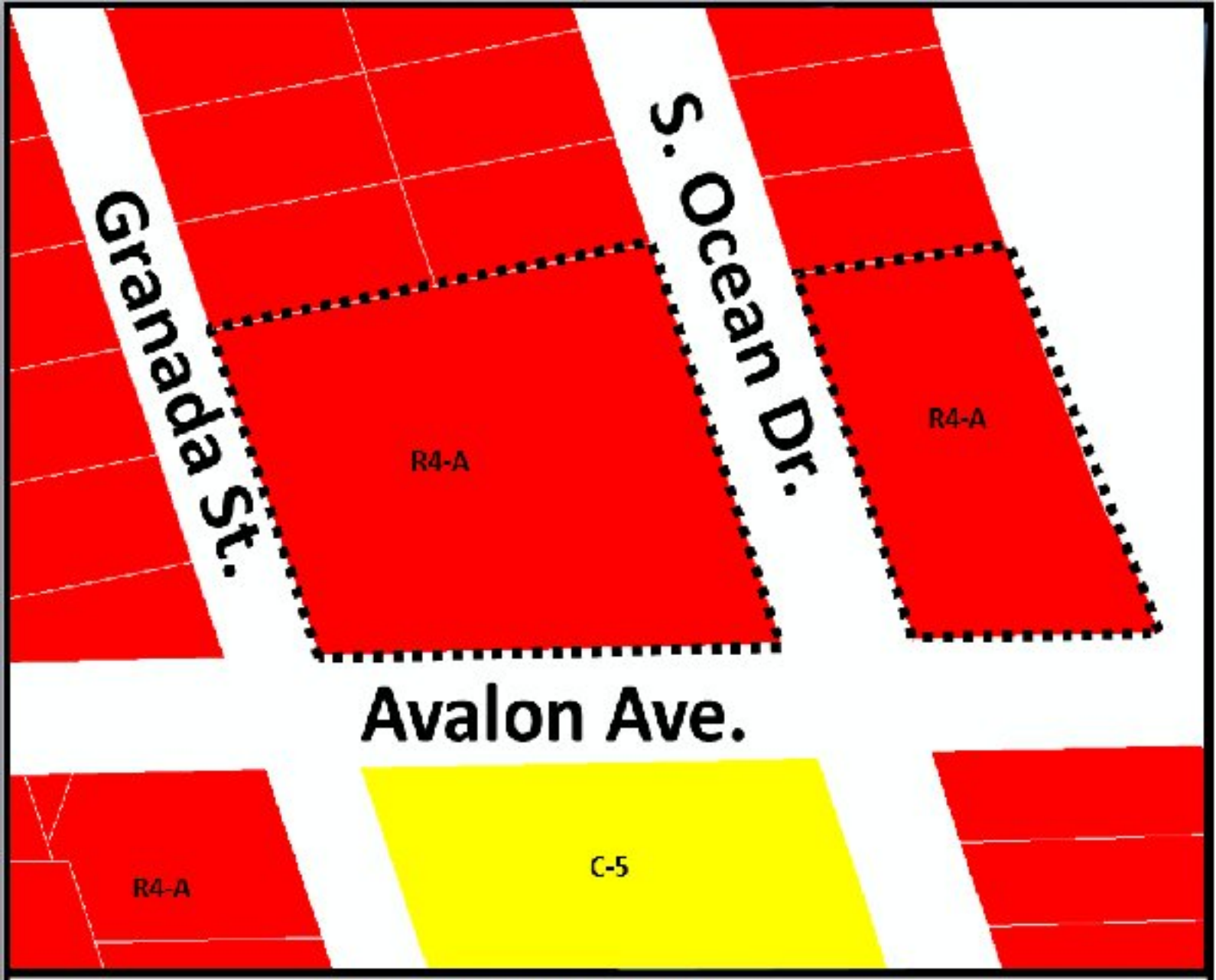
(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook





N
W E
S

McCann Dwelling Rental

Conditional Use w/ No New Construction

355 S. Ocean Dr. #803 C-15

THE SUNRISE CITY FORT PIERCE Florida

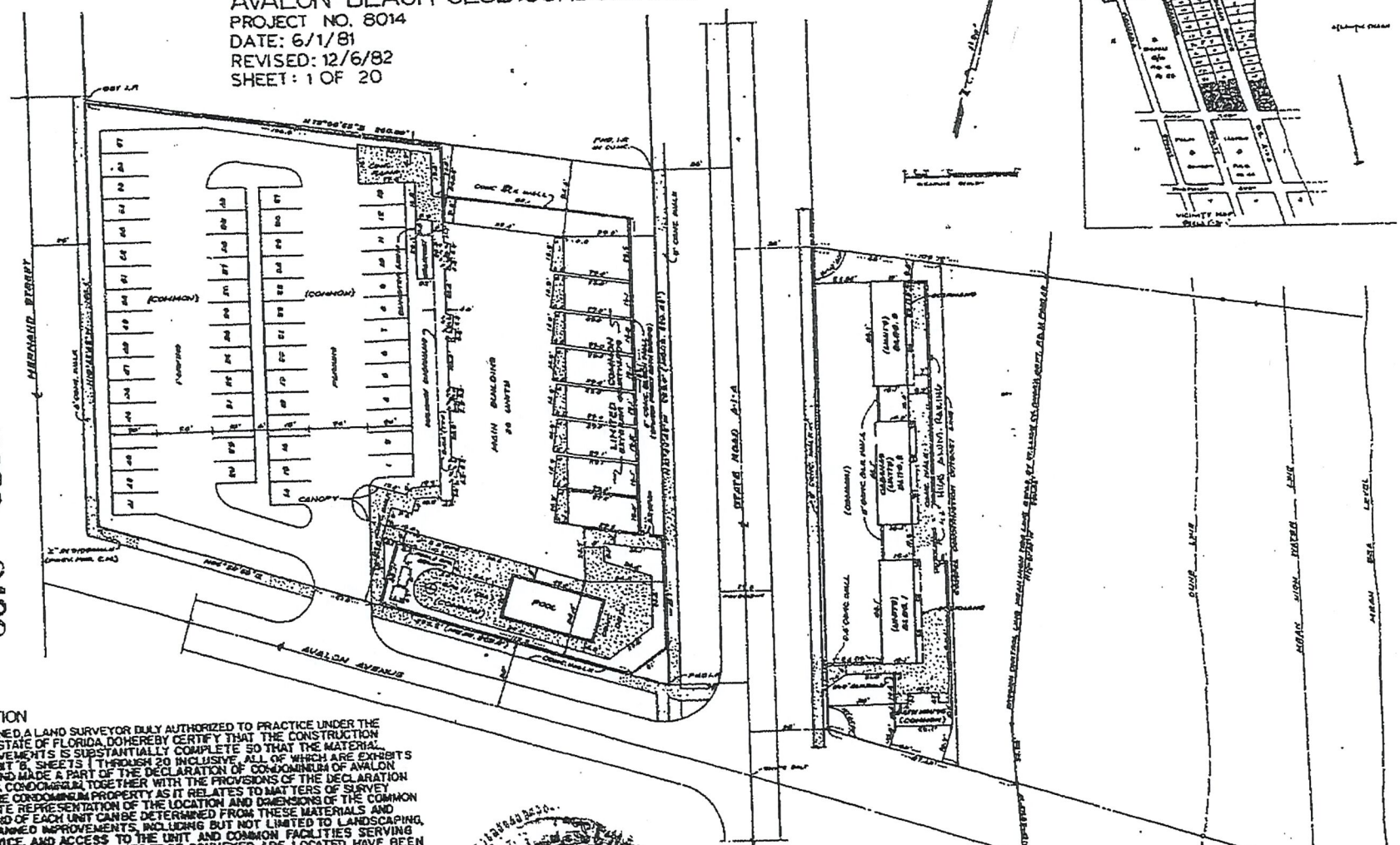
R4-A = **C-5** =

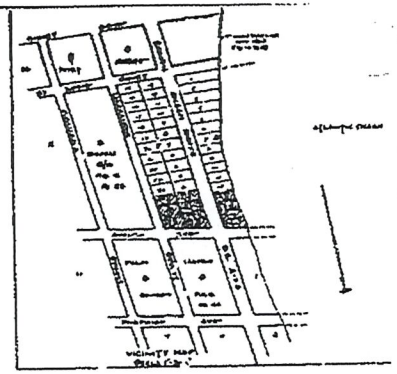
Zoning Map

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCR

AVALON BEACH CLUB CONDOMINIUM

PROJECT NO. 8014
DATE: 6/1/81
REVISED: 12/6/82
SHEET: 1 OF 20





OR BOOK 390 PAGE 2466

CERTIFICATION

THE UNDERSIGNED, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL SURVEY EXHIBIT "B", SHEETS 1 THROUGH 20 INCLUSIVE, ALL OF WHICH ARE EXHIBITS ANNEXED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF AVALON BEACH CLUB, A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY AS IT RELATES TO MATTERS OF SURVEY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS AND THAT ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICE, AND ACCESS TO THE UNIT AND COMMON FACILITIES SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED

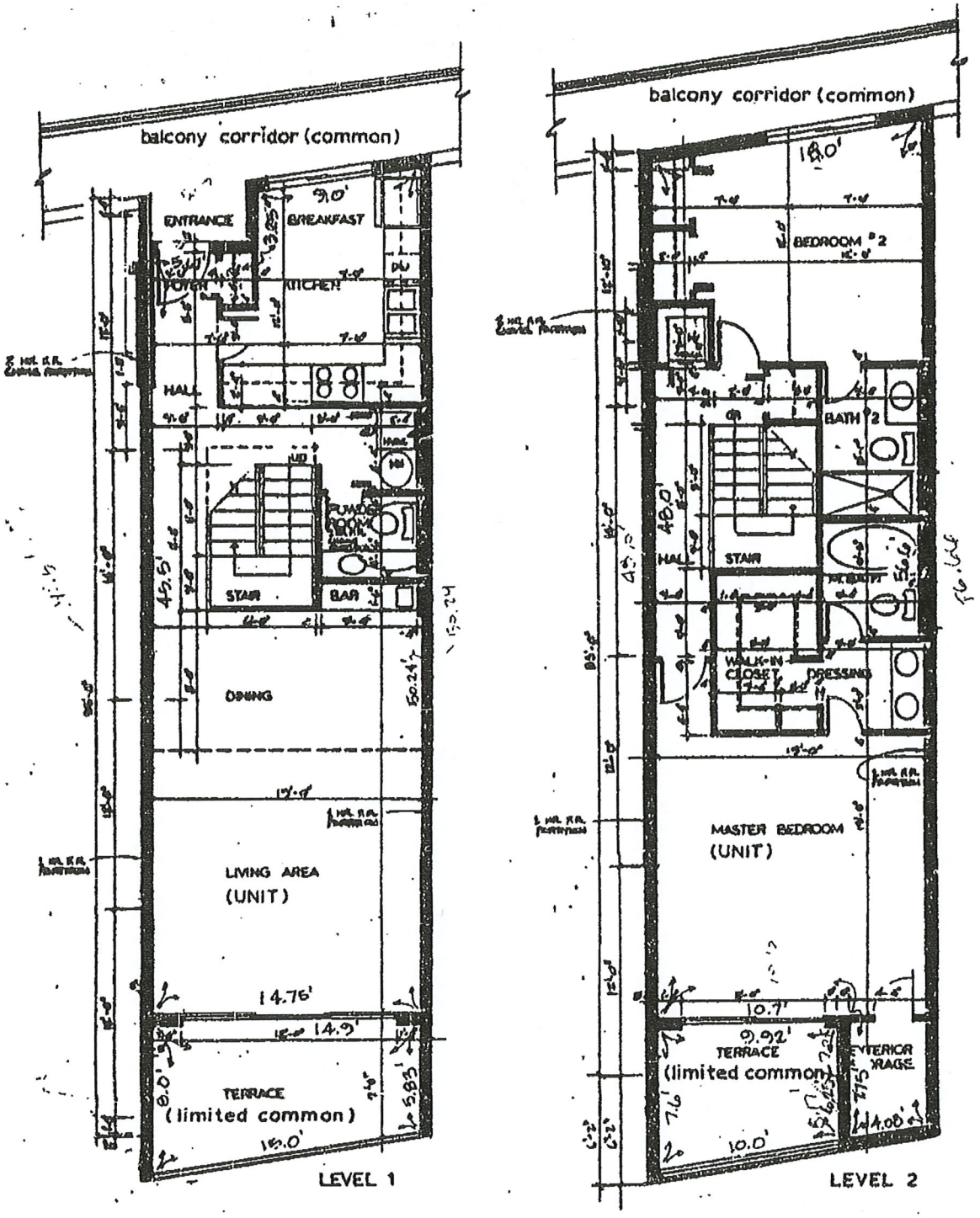
W. J. Schoepfer

W. J. SCHOEPFER
REG. LAND SURVEYOR
CERT. NO. 3169

LEGAL DESCRIPTION

LOTS 1, 2, 25, 26, 27, 28 AND 29 OF BLOCK 7 AND LOTS 13, 14, 15, 16 OF BLOCK 3, FORT PIERCE BEACH SUBDIVISION IN PLAT BOOK 6 PG 58 PUBLIC RECORDS ST LUCIE CO. FLORIDA

NOTE
1) ELEVATION ARE TO NATIONAL GEODETIC VERTICAL DATUM
2) ALL DIMENSIONS IN FEET (INCHES ARE FROM ARCHITECTURAL PLANS (AT 1/4")
3) ALL DIMENSIONS IN FEET & DECIMALS (INCHES) ARE FIELD MEASURED



TYPE: "E"

UNIT NO: P803, P805, & P807

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

AVALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014

DATE: 6/1/81

REVISED: 12/6/82

SHEET 14 OF 20

W.J. SCHOEPPER P.L.S.
1671 THUMA PT. DRIVE
PT. PIERCE, FLA 33450
FLA. CERT #3169

0 2.5 5 10 20

Scale in feet

OR BOOK 390 PAGE 2479

COLDWELL BANKER

PARADISE

EXCLUSIVE RIGHT TO LEASE AND PROPERTY MANAGEMENT AGREEMENT

1. **Parties:** This agreement between Paul & Jeanmarie McCann (hereinafter called "OWNER"), and COLDWELL BANKER PARADISE (BROKER hereinafter called "CBP"), whereby the Owner appoints CBP as the Exclusive Agent to rent, lease, operate, control and manage the following described property:

2. **Description of Property:**
   a) Type of Unit: ☐ Single Family ☑ Condominium ☐ Townhouse ☐ Mobile Home ☐ Duplex
   ☐ Unfurnished ☐ Furnished ☐ Furnished & Turnkey (includes linens, kitchenware etc.)

   b) **Real Property: Street address:** 355 S. Ocean Dr.
   Unit # (if any) 803 Parking Space # (if any): _____ # of Bedrooms: 2 # of Baths: 2 1/2
   Property Tax I.D. #: 2401-522-0051-000-2
   Personal property, including appliances: _____

   c) **Excluded areas:** The property includes the entire premises in full UNLESS OWNER specifically excludes, in writing, any areas such as shed(s), storage closet(s), garage, attic, crawl space, other storage areas or rooms. List excluded areas:
   Closet in Master next to balcony

   d) **Occupancy:** Property ☐ is ☑ is not currently occupied. If occupied, the lease term expires: _____

3. **Rental Rate and Terms:**
   a) **Rental Period and Rate:**
   ____ Annual Monthly Rate $_____ Seasonal Monthly Rate $ 4800-4200

   b) **Services Included in Rent:** If leased on an annual monthly basis, indicate with an "O" or a "T" whether the Owner or the Tenant will provide the service (Mark with "NA" where service is not applicable). If rental is seasonal, all utilities paid by Owner:

   ✓ Electric ✓ Water ✓ Sewer ___ Gas ___ Basic Cable ✓ Premium Cable ✓ Internet
   ✓ Garbage Collection ✓ Lawn Maintenance ✓ Pest Control ✓ Pool Maintenance ___ Alarm System
   ✓ Association Dues/Assessments Warranties _____
   ___ Other: _____
   Additional Comments/Agreements: _____
   ___ Hurricane Shutter Installation (If O gives responsibility to T, O should understand that installation will be at T discretion)

   c) **Hurricane Shutter Directive:**
   Hurricane shutters provided ☑ YES ☐ NO Type of Shutters: ☑ Accordion ☐ Panels ☑ Impact Glass ☐ Bahama
   Location of Hurricane Shutters: 2 balconies, 2 windows.
   Person/Company Responsible for Shutter Installation: _____ Phone #: _____

   IF NO SHUTTERS PROVIDED, ALLOW PLYWOOD AT OWNERS EXPENSE?
   ☐ YES ☐ NO (CBP does not recommend plywood due to property damage)

   - CBP suggests Hurricane shutters installed with a storm that is a Category 1 or greater.
   - CBP is not liable for installation or overseeing the installation of hurricane shutters.

d) **Advanced Rents, Deposits and Fees:** Advanced rents and deposits will be held by ☑ CBP ☐ Owner (only if Property is not managed by CBP) in a Florida financial institution required by Florida Landlord and Tenant law, in a non-interest-bearing account.

☐ Advanced rent $_____ ☐ Security Deposit: $_____ ☐

☑ No Pets Allowed Pets Considered:_____

☐ Refundable Pet Deposit: $_____ ☐ Non-refundable Pet Fee $_____

☐ Association Application Fee: $_____

e) **Taxes:** Leases for a term of 6 months or less are subject to state tax on transient rentals and to local tax on tourist development and impact.

☑ CBP is responsible for timely collection and remittance of said taxes.

☐ CBP shall remit rental taxes to Owner for handling.

f) **Early Termination Fee/Liquidated Damages Addendum:** (please choose which one you will honor for tenant(s) as this will appear in the lease contract as an option)

☐ I agree, as provided in the rental agreement, to pay $_____(an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

☑ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

g) **Association Approval**: ☑ Association Approval is Required ☐ No Association Approval Required.

Application must be made upon lease execution with Tenant being responsible for payment of the Application Fee. Owner will provide CBP with the name and contact information for the Association, an Association Application, the information regarding the amount of the Application Fee, as well as a copy of the Association Rules and Regulations.

4. **Term:** The term of the Exclusive Right to Lease portion of this agreement shall be for a term of one (1) year beginning on the 27TH day of JULY, 2018. All other portions of this Agreement will begin on the same day as the Exclusive Right to Lease portion of this Agreement and will automatically renew for successive one (1) year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate. In the event Owner terminates at any other time during this Agreement, CBP's rights under this Agreement shall survive such termination. All monies expended by CBP shall be paid by Owner to CBP prior to cancellation and CBP is authorized to withhold any sums owed to CBP from monies held prior to the final disbursement to Owner. CBP reserves the right to terminate this Agreement with written or verbal notice if, in the opinion of CBP's legal counsel, Owner's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. CBP may, at its option, continue to hold Owner liable for any commissions due, fees due, or monies owed CBP if tenant(s) remain in the Property after such termination by CBP. This Agreement shall be binding upon the parties' successors, estate and assigns.

5. **CBP's Authority**: Owner hereby grants CBP and CBP's agents, employees or other delegates the sole and exclusive right to: rent or lease the Property; to review potential Tenant background (credit, eviction, criminal histories) as CBP deems appropriate; to inspect the Property at such times as CBP deems necessary; to place a lockbox on the property for showings and/or maintenance, to collect all rental and other funds that may be due Owner, including by any court action; to issue receipts; to advertise the Property including placing of a sign on the Property and any other marketing activities deemed appropriate by CBP; to cooperate with other Brokers as CBP may see fit; to settle claims; to collect deposit monies and deposit same in CBP's non-interest bearing trust account, to require releases from all parties in the event of a controversy before disbursing trust funds; to do all those things CBP deems necessary to the efficient management of the property.

6. **Leasing**: CBP is given the exclusive right to execute leases and renewals, and to perform all tasks ancillary to such executions and renewals, for a maximum period of one (1) year from the effective date of this Agreement; such additional tasks include, but are not limited to, the right to screen prospective residents; to terminate tenancies and to serve such notices and institute eviction proceedings in the name of the Owner as may be necessary; to employ attorneys in the name and at the expense of the Owner to prepare necessary legal instruments and institute and defend any legal actions arising out of the property. Before employing an attorney, CBP will make every attempt to contact the owner for consent. Further, CBP shall have the right to assess late charges against the tenant and retain 50% of said late charges. CBP shall also have the right to assess insufficient check charges against the tenant.

7. **Commission and Fees:** The commissions and fees are broken down into **two** components:

Leasing Commission: Owner agrees to pay CBP a leasing commission for leasing services **of Five (5) percent, (~~Seven (7)~~ EIGHT (8) percent if lease is 6 months or less)** up front from the gross rent for the entire rental period.

Management Fee: Owner further agrees to pay a **Ten (10) percent** management fee each month, on monthly gross rent collected on a monthly basis during the term of this agreement, upon execution of the lease for property management

services.

Owner further agrees that this same rate of commissions will be paid to the CBP on any new lease **or lease extensions** between these same parties. Responsibility for major repairs, renovations, or improvements are not included in CBP's responsibilities under this Agreement. Additional fees may apply. Commission will be deducted from rental proceeds monthly. In the event this agreement terminates while a lease executed under the authority given herein is still in effect, Owner agrees to pay CBP the aforementioned commission for the entire lease as well as any renewals or extensions of said lease so long as the tenant remains in possession of the leased premises.

8. **Exclusive Agreement**: Owner hereby stipulates that property is not presently listed for sale or rent with another CBP and agrees that they will not list it for rent or sale with another CBP during the term of this Agreement. In the event the property is sold or exchanged, or an Agreement for the Sale and Purchase of the Property becomes effective, during the term of this agreement (or during the Protection Period under Paragraph 24), CBP shall be entitled to an additional commission of six (6) percent of the gross sales price. All sums due CBP by any provision of this agreement may be deducted from funds held by CBP for benefit of Owner.

9. **Owner's Obligations**:

- Owner shall promptly furnish all items, documents and records required for proper management of the property including current leases, status of rental payments, association documents and rules, loan payment information, copies of existing service contracts and warranties, certificates of insurance, keys, remotes, and codes.
- Owner acknowledges that leases 6 months or less are subject to state and local sales tax.
- Owner will refer immediately to CBP all inquiries regarding the leasing of the Property.
- Owner will inform CBP of intent to convey the Property.
- Owner acknowledges that CBP will rely on Owner's representations regarding the Property when dealing with prospective tenants. Owner will immediately inform CBP of any material facts that arise after the signing of this Agreement. Owner will disclose any known facts that materially affect the value of the Property. List facts (including defects) that currently materially affect the value of the Property, such as structural problems, pending condemnation or foreclosure, presence of dangerous substances or unusual occurrence on the Property:_____

  _____

  _____

  _____
- Owner understands that the lockbox, if utilized, will be for the benefit of Owner by accommodating other CBPs to more easily show the property, and hereby releases CBP from all liability and responsibility in connection with any loss which may occur.
- Owner certifies that all heating, cooling, plumbing, electrical systems, and built in appliances are in working condition, that the roof does not leak, and that water does not enter living areas from rain or other subterranean sources. Owner certifies that the Property is in good and habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities. Owner will ensure that the house is clean and the grounds are in good condition at the time the property is turned over to CBP to manage and prior to Tenant's occupancy after any extended period of vacancy. Owner will provide working smoke detectors. Owner certifies that all window locks and all door locks are operable and secure. Owner will provide to CBP such keys, garage door remotes and gate remotes, and codes as are necessary for access. Owner will provide window treatments and their hardware, as applicable. Owner warrants that the property to be managed is a legal rental unit and that its rental will not be in violation of any rules, laws, or ordinances.
- Owner agrees to directly pay for all condominium maintenance fees, HOA fees, property taxes, insurance, mortgages and other charges for the Property and agrees to provide CBP proof that such payments are current upon request.
- If the Property was built before 1978, Owner will provide CBP with all information Owner knows about lead-based paint and lead-based paint hazards (LBP) in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. Owner understands that the law requires the provision of this information to CBP and to prospective tenants before the tenants become obligated to lease the Property.

☑ Built after 1977 ☐ No known LBP ☐ Known LBP (provide all info/records)

10. **Insurance:** Owner shall carry bodily injury, property damage, and public liability insurance in an amount not less than $300,000.00. During continuance of this agreement, all insurance coverage carried by Owner on the Property will be primary to any coverage carried by CBP. Insurance Company _____
Address_____ Policy # _____
Please provide Certificate of Insurance with Coldwell Banker Paradise, 1209 US1, Sebastian, FL 32958.

11. **Hold Harmless**: To the extent allowed by law, Owner agrees to hold CBP harmless from and indemnify CBP for all claims in connections with the leasing and management of the herein described property and from liability for injury suffered by any employee or other person whomsoever; and to carry, at their own expense, adequate public liability insurance. CBP also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect CBP compensation or if CBP successfully defends any action brought against CBP by Owner, relating to the property, or management thereof, Owner agrees to pay all costs incurred by CBP in connection with such action, including reasonable attorney's fee.

12. **Maintenance and Repairs:** CBP is authorized to maintain on the Owner's behalf a maintenance and repair deposit in the sum of Three Hundred Dollars ($300.00) to be collected from the Owner at the time of listing. CBP is also authorized to reimburse

this deposit as needed by deduction from rental payment or billing the Owner. CBP is expressly authorized, on behalf of Owner, to make necessary repairs, purchase minor items as needed, order cleaning of premises as needed, provided, however, that expenditures for same shall not exceed the sum of Three hundred Dollars ($300.00) in any calendar month unless expressly authorized by OWNER. In the case of emergencies (i.e. air conditioning, heat, refrigeration, range or plumbing or any other repair CBP deems an emergency or necessary in CBP's sole judgment for the safety of the Tenant or the welfare of the property), CBP has authority to institute repairs even if over the aforementioned $300.00 limit. If the repair is in excess of the $300 being held by CBP, then CBP shall withhold the amount disbursed for such repair or expenditure from the next ensuing rent payment or payments received. CBP shall be, however, under no duty to undertake such repairs or make such expenditures unless and until OWNER remits the required sum for it. OWNER agrees to pay all charges owing to CBP prior to cancellation of this AGREEMENT. Major repairs, renovations, or improvements are not included in CBP's responsibilities under this Agreement. Additional fees may apply. Any funds collected by CBP will be held in CBP's non-interest-bearing bank account. CBP will arrange for all repairs, inspections, maintenance, and cleanings, unless OWNER has notified CBP in writing prior to the commencement of repairs that OWNER will use someone else that OWNER has selected, and OWNER makes arrangements with the third party directly. OWNER agrees that they shall pay the third party directly and shall indemnify and hold CBP harmless for payment of third party. OWNER shall also indemnify and hold CBP, its shareholders, officers, directors, and other agents harmless from and against all claims, liabilities, causes of action, damages, judgments, attorney's fees, court costs, and expenses which arise out of or are related to any action or failure of any third party conducting repairs to the property under this section.

13. **Vacant Property:** CBP will not be responsible for inspections, maintenance, or repairs for a property during periods of vacancy. Any request of CBP by OWNER to perform property management type services during periods of vacancy will be billed to Owner at a fee of $35 per hour. In such a case, CBP is expressly authorized, on behalf of Owner, to obtain any services as needed to maintain the property during vacancy.

14. **Authority:** The OWNER gives CBP authority, and OWNER agrees to assume all expenses in connection therewith, to hire vendors as required for the operation and maintenance of the premises. It is agreed that all vendor employees shall be deemed as working for the OWNER and not CBP, and that CBP may perform any of its duties through its attorneys, agents or employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention. CBP is expressly granted by the OWNER the right to manage property as CBP deems necessary, to collect all rental and other funds that may be due to OWNER, or assign or transfer the management account as CBP may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things CBP deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained in writing by the OWNER.

15. **Condominium/Homeowner's Association:** In the event the subject property is part of a Homeowner's Association (HOA) or Condominium Association (CA), the OWNER agrees that, by the execution of this Agreement, he/she specifically authorizes CBP to act on the OWNER'S behalf to cooperate with the HOA or CA in its enforcement of such Bylaws, Covenants, Restrictions, and Rules and Regulations., The OWNER agrees to pay the assessments, fees, or fines imposed by the HOA or CA promptly or CBP may pay same from received rental receipts. In the event Tenant violates any of such Rules, Regulation, Bylaws, or Covenants and Restriction of such HOA or CA, CBP is herewith appointed as AGENT on behalf of OWNER to take such actions as may be necessary to enforce the same; and if Tenant fails to comply, to commence eviction proceedings against the Tenant for and on behalf of the OWNER. Owner agrees that CBP is in no way liable for the payment of any fees, fines, or assessments.

16. **Utilities:** In any Lease where the Tenant shall have use of the Owner's utilities and be responsible for all or part of the bills, OWNER shall pay the entire bill in a timely manner and forward copies to this office for reimbursement as agreed to in the Lease Agreement. Under no circumstances shall OWNER cause the termination of these services and OWNER agrees to indemnify CBP for any damages or litigation fees/costs incurred by CBP if OWNER improperly terminates a utility service. CBP will in no way be responsible for nonpayment of or theft of any utility service by Tenant.

17. **Furnishings/Warranties:** The Owner shall deliver a copy of the furnishings inventory and keep the Inventory list current. If requested by Owner, CBP will produce an inventory list and Owner will pay CBP for such service on an hourly basis. Owner understands that furnishings will likely have normal wear and tear. Owner is also to deliver to CBP copies of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this Agreement is executed, CBP shall assume that none exist. Current service contracts and warranties include:

    _____

    _____

    _____

18. **Damages or Missing Items:** CBP is not responsible for any damage to the Property or any items missing, switched out, lost, or damaged under any circumstances, including but not limited to theft, vandalism, or negligence of the Tenant's or their guests. CBP will inspect the property upon Tenant's departure. If desired, OWNER may contract for an updated Inventory at such time. In the event Tenant has damaged the Property or owes any money to OWNER, CBP is given the exclusive authority to use its professional judgment to determine the amount due, charge the Tenant accordingly, and/or settle with the Tenant upon advice of CBP's legal counsel. CBP is given the power to make claims on the security deposit on behalf of Owner and CBP will not be liable for any failure to make claim(s) on any damages.

19. **Hurricanes, Tropical Storms, Acts of God:** CBP shall not be responsible to take any precautionary measures to avoid

damages from any Act of God, including but not limited to, any Hurricanes, Tropical Storms, Tropical Depressions, or any other weather-related events. If mutually agreed to in a separate written agreement between CBP and OWNER, CBP will attempt to arrange for such precautionary measures, but OWNER understands that CBP has no control over the availability of labor or materials in such emergencies and will not be held liable for any damage resulting to the structure under any circumstances created by the Act of God. OWNER agrees to pay reasonable "emergency" costs for this service.

Owner ☐ authorizes ☐ does not authorize pre- and post-storm inspections of the property for a total flat fee of $50.

20. **Rental Proceeds**: CBP will render a monthly statement, on or about the 10th day of each month, showing all funds collected and disbursed. CBP is directed to remit to Owner not less often than monthly the net funds as follows: gross rental income less management fees, any authorized repairs and a $45 fee for a lease preparation if applicable (see section 21). In the event disbursements shall exceed receipts, owner shall promptly remit such excess to CBP. Rental proceeds should be sent directly to OWNER via:

☐ US mail OR ☐ Bank (complete EFT form, attached).

☐ CBP will provide monthly statements to Owner of income and expenses, including a year-end summary and 1099 statements.

21. **Lease Preparation Fee:** State law does not allow real estate CBPs to modify the state approved lease or prepare a lease for a term of more than twelve months. Owner shall pay a $45 lease preparation fee for any leases more than 12 months, or if any changes or addendums to the state approved lease are necessary.

22. **Deposits:** If Prospective tenants make a deposit to hold a property for rent, and should said deposit be forfeited for any reason, including failure to sign a lease, the forfeited deposit will be divided equally between CBP and the Owner.

23. **Non-Discrimination:** CBP does business in accordance with the Federal Housing Law (The Fair Housing Amendments of 1988). It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing, in the provision of real estate Brokerage service, or in the appraisal of housing.

24. **Protection Period:** Owner agrees to pay CBP's fees under Section 7 and/or Section 8 if, within 120 days after the end of this Agreement Period, Owner leases or sells the Property to, or an Agreement for the Sale and Purchase of the Property becomes effective between CBP and, any prospects with whom CBP or any other CBP communicated during the term of this Agreement.

25. **Early Termination:** Owner may terminate this Agreement by providing written notice to CBP 60 days prior to the Agreement expiration. If Owner wishes to terminate this Agreement at any other time, Owner may conditionally terminate this Agreement with 45 days' notice by signing a withdrawal agreement and simultaneously paying a cancellation fee of $500.00 as long as there is no tenant in the property. However, Owner agrees that if the Property is contracted for lease or sale to a tenant during the time period from conditional termination to the end of this Agreement Period (including the Protection period in Paragraph 24), CBP may void the early termination and Owner will be obligated to pay CBP the compensation set forth in paragraph 7, less the already paid cancellation fee.

26. **Deviation or Amendments:** Any deviation from these terms, or Amendments to this Agreement must be in writing and executed by all parties.

27. **Governing Law:** It is agreed that this Agreement shall be governed by the laws of the State of Florida.

28. **Partial Invalidity:** If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

29. **Dispute Resolution:** This Agreement will be construed under Florida law. Any disputes arising out of this Agreement shall be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the Florida Arbitration Code or other arbitrator agreed upon by the parties. The prevailing party shall be entitled to fees, costs and expenses, as well as its share of the fees of arbitration. Any party's refusal to mediate shall not prevent the other party from pursuing their claims in arbitration. If CBP is made a party to a suit between Owner and a tenant because of its role as an escrow agent under this Contract, CBP shall recover reasonable attorney's fees and costs incurred therefrom, to be paid out of the escrowed funds.

30. **Brokerage Relationship:** Owner authorizes CBP to act as a transaction Broker.

31. **Binding:** This Agreement is binding on CBP's and Owner's heirs, personal representatives, administrators, successors and assigns. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.

32. **Consultation:** CBP advises Owner to consult the appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

33. **Scope of Agreement:** This Agreement shall bind and inure to the benefit of CBP and its successors and assigns and of the

OWNER and its successors and assigns. Further, the CBP shall not be responsible to perform any actions or services that are not explicitly described herein.

34. **Acceptance of electronic, facsimile and scanned signatures**: The parties agree that this Agreement, any agreements ancillary to this Agreement, and any related documents to be entered into in connection with this Agreement, including leases, will be considered signed when the signature of a party is delivered electronically, by facsimile transmission or delivered by scanned image as an attachment to electronic mail (email). Such electronic, facsimile or scanned signature must be treated in all respects as having the same effect as an original signature.

Date: 7/26/18 **Owner's Signature:** Jeanmarie McCann

Date: 7/26/18 **Owner's Signature:** [signature]

Home Phone: (561) 691 9407 Work Phone: 561 744 7908 Cell Phone: (561) 818 2169 Fax: _____

Address: 355 S. Ocean Dr. #803 Ft. Pierce FL 34949

E-mail: MCCampb@Yahoo.Com

Date: 7.27.18 **Authorized Associate or CBP:** [signature]

Work Phone: _____ Cell Phone: 586.945.8313 Facsimile: _____

Address: 411 N. US Hwy 1, Fort Pierce FL 34950

E-mail: JUSTIN.MOREFIELD@YAHOO.COM

Copy returned to Owner on the 27TH day of JULY, 2018 by:

☐ personal delivery ☐ mail ☐ facsimile ☑ scanned attachment to email

Limited Power of Attorney

I/We Paul and Jean Marie McCann
do hereby certify that I am/We are the Owner(s) of said property located at:
355 S. Ocean Dr # 803, Ft Pierce, fl 34949

and I/We hereby authorize Steven R. Schlitt of **Coldwell Banker Paradise** and/or his assigns as my/our attorney-in-fact to act in my/our capacity to execute leases on my/our behalf as Owner(s) under the terms and conditions of the Exclusive Right to Lease Agreement and pursuant to paragraph 5, CBP OBLIGATIONS, Agreement dated _____, 20___.

The right, power, and authority of my attorney-in-fact under this Agreement shall commence and be in full force and effect on _____, 20___ and shall remain in full force and effect as long as the Exclusive Right to Lease Agreement between Owner(s) and **Coldwell Banker Paradise** is in effect.

Owner Signature

Date: 7/26/18

Owner Signature

Date: 7/26/18

State of Florida

County of St-Lucie

The foregoing instrument was acknowledged before me on this 26th day of July 2018, by Paul and Jean Marie McCann

WITNESS by hand and official seal:

Notary Public
Printed Name: Linda Nelson

Notary Public State of Florida
Linda D Nelson
My Commission GG 214329
Expires 08/30/2022

✓ Personally known OR _____ produced identification

Type of identification produced: _____

AVALON BEACH CLUB CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

1. Cabana units shall not be used as residential or overnight accommodations, but shall be used solely for recreational purposes, including lounging, showering, changing and storage of beachwear and equipment.

2. Any use, practice or activity that is the source of annoyance to residents or which interferes with the peaceful possession, quiet enjoyment and proper use of the property by the residents is prohibited.

3. All units and property must be kept clean and in a sanitary condition. No rubbish, refuse, garbage or any fire hazard shall be allowed to accumulate. All garbage and trash shall be placed in plastic bags and securely tied before throwing down the trash chute; no trash or refuse shall be left in the trash chute rooms. All refuse and trash, which is to large to be accommodated in the chute, shall be carried down to the ground level and properly disposed of in the trash room.

4. Any trash (as opposed to garbage) such as old furniture, refrigerators, doors, drywall, carpeting, etc. is to be disposed of by the owner/occupant and not via the trash room. Arrangements need to be made by the owner/occupants to haul away the debris on a daily basis at the owner/occupants own cost.

5. Water closets and water apparatus on the condominium property shall not be used for any other purpose than that for which they were constructed. Occupants shall be held liable for any damage inside the unit or common areas occasioned by misuse of water closets or other apparatus.

6. LEASING OF UNITS- See attached regarding the leasing of units.

7. No signs of any kind, specifically including without limitation "For Sale" and "For Rent" signs, shall be permitted on the building, grounds or vehicles.

8. Guest of occupants shall be limited to six (6) in number at any time and must be accompanied by the resident when using the recreational facilities of the property including the beach club, pool, whirlpool and sauna areas or they must display a badge (provided by the Association) which identifies them as guest of unit occupants. A reservation is required for larger groups or to hold a party in the recreation area; present your request to the Board four (4) days in advance for approval.

9. The use of grills and barbecues is restricted to the ocean side beach club area, except for the 1st Floor.

10. Building and grounds maintenance personnel on the premises are assigned specific duties to be performed under supervision of the Management Company. Occupants shall not interrupt or interfere with these personnel in the performance of their duties. If you have a question related to the

building and grounds or other common areas, contact the Management Company.

11. When using the pool, whirlpool and sun deck areas occupants shall, in addition to any posted regulations, observe the following:

    a) Proper attire shall be worn in the lobby/elevator when using pool area; dry thoroughly before entering the lobby/elevator to avoid pooling of water on floors
    b) Pool furniture shall be covered with towels when using suntan lotion.
    c) Sanitation rules shall be scrupulously observed when using the swimming pool, whirlpool or sauna. Shower thoroughly to remove suntan lotion and sand before entering pool. To conserve energy, turn off the sauna and whirlpool immediately when not in use.
    d) Children twelve (12) years of age and under are not allowed in the pool, sauna or whirlpool area without adult supervision.
    e) Children under three (3) years of age must wear properly fitting rubber pants when in the pool.
    f) Pool hours are from 8:00 a.m. to 10:00 p.m.
    g) Pool use is at ones own risk.
    h) Furniture and equipment may not be removed from the pool area.
    i) In the event that any child has a bowel movement in the pool, the parent, guardian and unit owner will be held responsible for all cost incurred due to this act, such costs include, but are not limited to, chemicals, cleaning, labor and refilling the pool.
    j) Pets are not permitted in the pool or pool area.
    k) Boisterous conduct, loud games, or other annoying activities are not permitted in the pool area.
    l) Persons with infections or contagious health conditions must not use the pool.
    m) Glass items are not permitted in the swimming area at any time.
    n) Sauna use is limited to thirty (30) minutes.
    o) All persons must read posted instructions before using the sauna.
    p) The facility must be left in a clean condition. The sauna and the light should be turned off when leaving.

12. Parking rules:

    a) Occupants shall park only in the numbered space assigned to their unit as designated in the documents.
    b) Guest parking shall be restricted to the area designated by the Association.
    c) Trucks, pick-ups, trailers, boat trailers, motor homes and other recreational vehicles, motorcycles, commercial vehicles and vehicles other than passenger cars are prohibited.
    d) Short wheel base station wagon or suburban type vans (all glass windows) may be approved by the Board; panel or RV type vans are not authorized.
    e) Pick-up trucks are permitted to park during daylight hours, after sunset they will be tagged with a warning. If parked a second time after sunset they will be towed at owners expense.
    f) Occupants are responsible for their guest's observances of parking

regulations.

g) Unauthorized or improperly parked vehicles are subject, at the discretion of the Board, to being towed from the premises at the expense of the owner.
h) If an occupant has more than one (1) vehicle, they must obtain written permission from the board.
i) If an occupant wants to allow another occupant to park in his assigned space in his absence, written authorization must be provided to the Board.
j) Parking in handicapped spaces is for handicapped visitors only.

13. Car washing is permitted only in the designated car wash area.

14. Any person occupying a unit for more than thirty (30) days shall no longer be termed a guest, but becomes an occupant.

15. All owners must leave a key to their unit in the maintenance office for emergency maintenance problems. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. Emergency keys will not be released to anyone, including realtors, contractors or service personnel. Unit owners will have to make other arrangements for providing access keys.

16. Bathing suits, clothing of any kind, rugs, towels or any other articles shall not be draped over railings, walkways, windows, balconies or facades.

17. Clotheslines may not be hung on the building.

18. Bicycles, furniture, fishing rods, rafts or any personal property of any kind shall not be left on the walkways or in any common areas. All personal property shall be kept within the apartment.

19. Any personal property left in the common pool area will be removed by management and if left unclaimed for thirty (30) days, will be disposed of.

20. Tossing cigarette or cigar butts, bird feed, trash, or discards of any sort from or on balconies, walkways, stairs or any common area is prohibited.

21. Walkways and stairs must be kept free of furniture or any type of obstruction.

22. No one shall be permitted to play or loiter in hallways, stairwells, elevators, roof, walkways, driveways or parking areas: This includes skateboarding, roller skating, bike riding and any other activities.

23. Ball playing is not permitted in any common area.

24. Children must be supervised at all times.

25. Shopping carts will be returned to designated area immediately after use and chain must be fastened per FIRE CODE regulation

26. No common areas shall be decorated or furnished by an individual owner or group of owners in any manner, except with prior approval by the Board.

27. No door to door solicitations shall be permitted.
28. It is the responsibility of the parent and/or guardian of each child to show proof of age to management, if so requested.
29. Smoking on elevators, stairwells or catwalks is prohibited.
30. Shutters may not be installed without Board approval.
31. Prior to installing tile (3rd Floor and above) owner/occupant must first install a sound proof material, such as corkboard.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Coldwell Banker Paradise
411 S. US Highway 1
Fort Pierce, FL. 34950

Re: Conditional Use – McCann Dwelling Rental – 355 S. Ocean Drive #803

Dear Coldwell Banker,

The following are comments from the Planning Department's review of the application for a Conditional Use with No New Construction in the R-4A, Hutchinson Island Medium Density Residential Zone (Please Provide a Written Response and any revisions to all responsible Departments September 28th to be placed on the October Planning Board Agenda):

1) The maximum occupancy of the home ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty-one (31) days of Conditional Use approval.

5) Limit no more than 2 vehicles.

The Planning Board has suggested adding the following conditions:

6) Include the City of Fort Pierce Business Tax property control number on all advertising.

7) Register as a Certified Property Manager with St. Lucie County.

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
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 9/20/18
Property Address: 355 S Ocean Drive #803
Property Name: McCann Dwelling Rental – Cond. Use
Project Name:
Planner: Vennis Gilmore

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: 9/17/18

Technical Review Committee meeting

September 21st, 2018

Case # 18-080000016

McCann Dwelling, 355 So. Ocean Dr, # 803 Fort Pierce, FL 34949

Conditional use with no new construction

Comments:

No comments

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.



N
W E
S

McCann Dwelling Rental
355 S. Ocean Dr. #803 C-15

THE SUNRISE CITY
FORT PIERCE
Florida

Aerial Map

City Commission Regular Meeting **12.h.**

Meeting Date: 11/19/2018

Re: Conditional Use - Doster Dwelling Rental - 355 S. Ocean Drive #802

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Jucicial Hearing - Application for a Conditional Use with No New Construction submitted by the applicant, Coldwell Banker Paradise, to establish Dwelling Rentals, offering lodging for less than six (6) months; with a minimum of one (1) month at 355 S. Ocean Drive # 802, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-522-0001-000-7.

SUMMARY:

- 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 to operate a Dwelling Rental at 355 S. Ocean Drive #803 & Cabana-15, to offer lodging of less than six (6) months and a minimum of thirty-one (31) days to guests.
- The subject property consists of the Avalon Beach Club Condominiums. The subject condo apartment contains (2) bedrooms, two and a half (2 1/2) bathrooms and traditional support rooms.
- The subject condo apartment has two (2) designated and paved parking spaces for the unit. The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).
- The Planning Board, at their October 9th, 2018 meeting, voted to recommend approval of the request.
- A total of 82 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property.

RECOMMENDATION:

Approve with Conditions

1. The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.
2. Registration of the property manager accessible at all times, to resolve complaints or violations of City Code.
3. Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts.
4. The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
5. Limit no more than 2 vehicles.
6. Include the City of Fort Pierce Business Tax License number on all advertising.

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Staff
Application & Supporting Documents
Aerial Map
Zoning Map
Site Plan
Floor Plan
Rental Agreement
Rules & Regulations
TRC Comments

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:44 PM

Form Started By: Brandon Creagan
Started On: 11/05/2018 02:47 PM
Final Approval Date: 11/14/2018

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**
Doster Dwelling Rental
355 S. Ocean Drive #802

DATE: October 26, 2018

STAFF REPORT

Property Owner: Joseph & Jean Doster
355 S. Ocean Drive #802
Fort Pierce, FL. 34949

Applicant: Coldwell Banker Paradise
411 N. US Highway 1
Fort Pierce, FL. 34950

Applicant's Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The identified minimum rental period is identified as thirty-one (31) days.

Location(s): 355 S. Ocean Drive #802

Parcel ID: 2401-522-0001-000-7

Current Zoning: Hutchinson Island Medium Density Residential Zone (R4-A)

Future Land Use: Hutchinson Island Residential (HIR)

Surrounding Zoning:

North	East	South	West
R-4A	R-4A	R4-A/C-5	R-4A

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 to operate a Dwelling Rental at 355 S. Ocean Drive #803 & Cabana-15, to offer lodging of less than six (6) months and a minimum of thirty-one (31) days to guests. The subject property consists of the Avalon Beach Club Condominiums. The subject condo apartment contains (2) bedrooms, two and a half (2 1/2) bathrooms and traditional support rooms. The subject condo apartment has two (2) designated and paved parking spaces for the unit. The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).

The property is located at the northeast corner Hernando Street and Avalon Avenue. The subject site is surrounded by multi-family housing to the north, west, and south, and the Atlantic Ocean to the east.

Dwelling Rentals
Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling rental (dwelling unit)", and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis.

The State of Florida provides further classification of a dwelling is rented for periods of less than one (1) month, declaring the use a "Vacation rental", and defined such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 31 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays are less than thirty-one (31) days. The rental of a dwelling for periods at a minimum of thirty-one (31) days, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	**Vacation Rental**
Length of Stay	Less than 6 months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental License
Public lodging establishment (ADA & Misc. Regulations)	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Zoning & Land Use

The subject site is located within the Hutchinson Island Medium Density Residential Zone (R4-A) district which is designed to establish height and density regulations for lands located within the city which are situated east of the Indian River. The R-4A zone is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. Permitted gross residential densities in this district may not generally exceed eight (8) units per acre. Bonus density of up to one additional unit per acre is available as provided for in this section. This district is established because Hutchinson Island is a sensitive barrier island which presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

The Hutchinson Island Residential (HlR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to 8 dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed.

Parking

Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject condo features two (2) parking spaces for the unit.

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 not generally appropriate for single-family, low-density environments.

The authorization of a Conditional Use to establish a dwelling rental for periods of less than six (6) months, but greater than thirty-one (31) days would provide an opportunity for consistency with zoning district and land use designation as the use becomes non-transient, minimizing the commercial nature of the use and potential impacts to the surrounding residential neighborhood. The further limitation of other leading effects of the use may provide greater assimilation of the short-term rental within a single-family district.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided for viewing by the City Commission.

Property Owner Response Summary:
A total of 82 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 October 9th, 2018 meeting, voted to recommend **approval** of the request.

Staff Recommendation:
The proposed use presents the provision of limited transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends the City Commission **approve** the request with the following conditions:

1) The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and
4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
5) Limit no more than 2 vehicles.
6) Include the City of Fort Pierce Business Tax License number on all advertising.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 355 S. Ocean Drive 802 Ft. Pierce, Fl.

Parcel ID #(s)

Project description

Joe and Jean Doster	Coldwell Banker Paradise
Property Owner(s)	Applicant/Representative, Title, Company
355 S. Ocean Dr. 802	411 N. US1
Street Address	Street Address
Ft. Pierce Fl. 34949	Fort Pierce, FL 34950
City State Zip	City State Zip
404 290-2597	(772) 461-3283
Phone Number	Phone Number
mamajeandoster@gmail.com	anne.davis@cbparadise.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.*

Jean K. Doster

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Joseph and Jean Doster who is personally known to me or has produced _____ as identification.

Linda D. Nelson

Signature of Notary

(seal)

Notary Public State of Florida
Linda D Nelson
My Commission GG 214329
Expires 08/30/2022

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Conditional Use – No New Construction

Property address or Location 355 S. Ocean Drive 802 Ft. Pierce, Fl.

Parcel ID #(s)

Project description

Joe and Jean Doster	Coldwell Banker Paradise
Property Owner(s)	Applicant/Representative, Title, Company
355 S. Ocean Dr. 802	411 N. US1
Street Address	Street Address
Ft. Pierce Fl. 34949	Fort Pierce, FL 34950
City State Zip	City State Zip
404 290-2597	(772) 461-3283
Phone Number	Phone Number
mamajeandoster@gmail.com	anne.davis@cbparadise.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.*

Jean K. Doster

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Joseph and Jean Doster who is personally known to me or has produced _____ as identification.

Linda D. Nelson

Signature of Notary

(seal)

Notary Public State of Florida
Linda D Nelson
My Commission GG 214329
Expires 08/30/2022

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

TO BE COMPLETED BY STAFF

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

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

☐ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ☐ *If no site improvements are required:*
  - ☐ As-built survey
  - ☐ Floor plan of existing building(s)
- ☐ *If parking and drainage improvements are required:*
  - ☐ As-built survey;
  - ☐ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ☐ Lighting plan
- ☐ Complete, notarized application

Application Type:

- ☑ Conditional Use: No new construction with no site improvements
- ☐ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size 1,165 sqft Parking Spaces: 2

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

North	South	East	West
MultiFamily	Comm	Beach	Multi

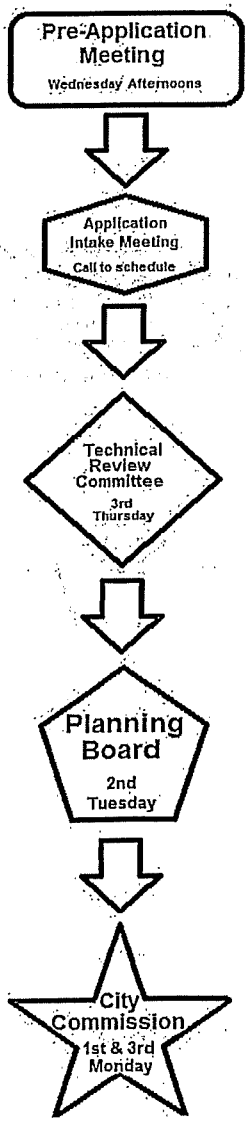
The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook





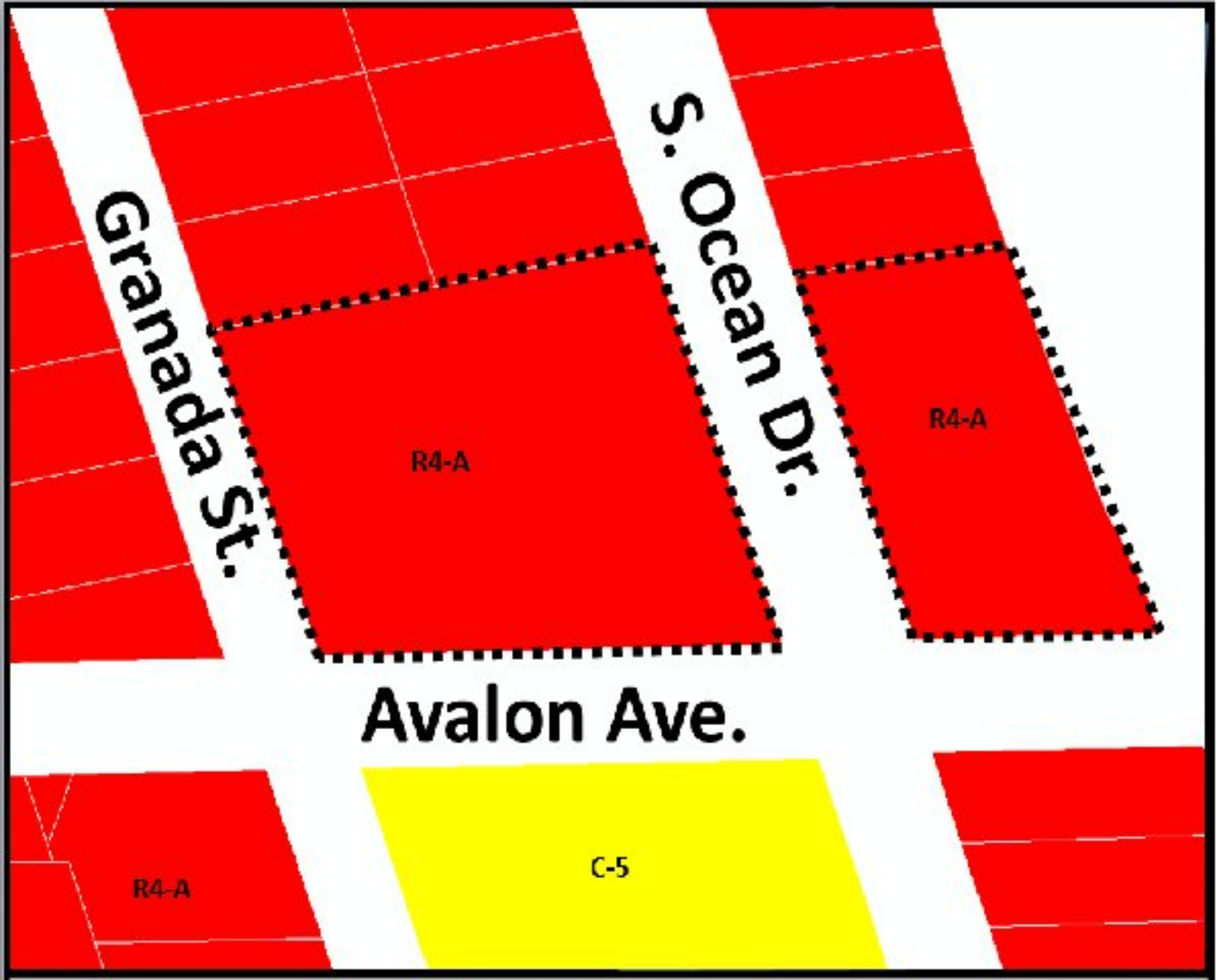
N
W E
S

Doster Dwelling Rental

355 S. Ocean Dr. #802 T-101

THE SUNRISE CITY FORT PIERCE Florida

Aerial Map



Doster Dwelling Rental

Conditional Use w/ No New Construction

355 S. Ocean Dr. #802 T-101

N W E S

THE SUNRISE CITY FORT PIERCE Florida

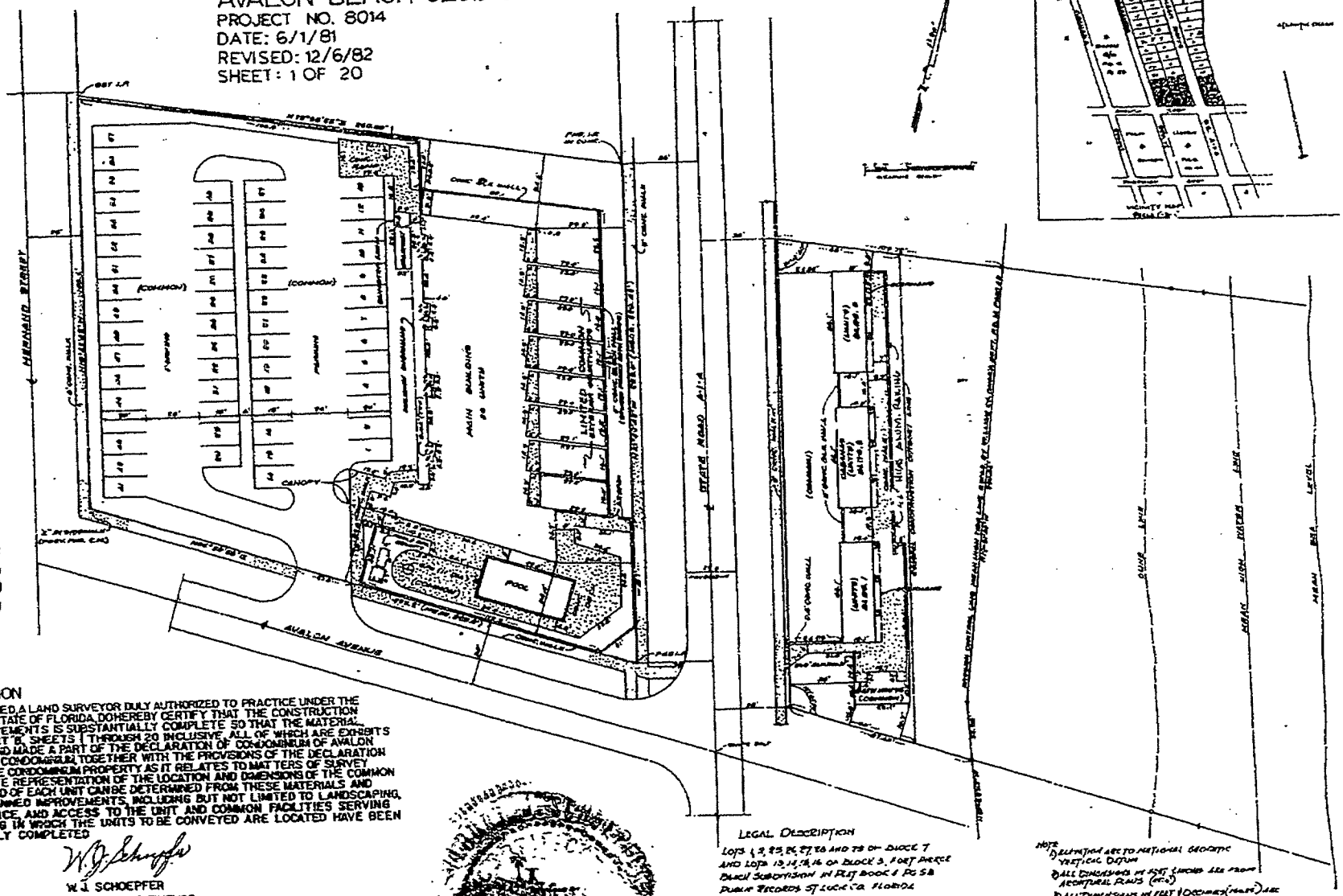
R4-A = **C-5** =

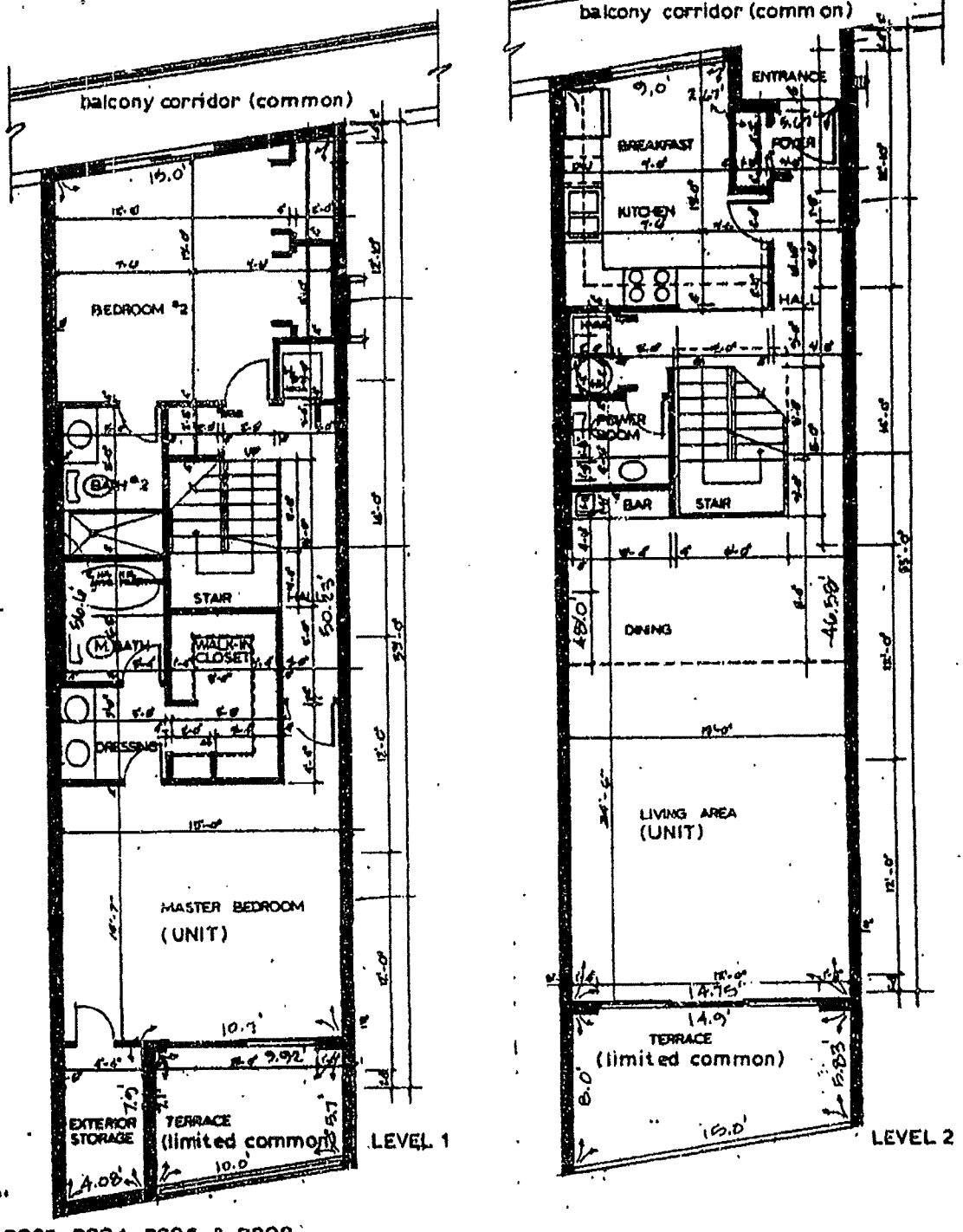
Zoning Map

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCR

AVALON BEACH CLUB CONDOMINIUM

PROJECT NO. 8014
DATE: 6/1/81
REVISED: 12/6/82
SHEET: 1 OF 20


HERNANDO STREET
AVALON AVENUE
STATE ROAD A1A
MAIN BUILDING
POOL
CANOPY
(COMMON)
(LIMITED COMMON)
MAIN ENTRANCE
GUARD HOUSE
MAIN ENTRANCE
GUARD HOUSE
MAIN ENTRANCE
GUARD HOUSE



TYPE: "D"

UNIT NO: P802, P804, P806, & P808

EXHIBIT "B" PLOT PLAN SURVEY AND GRAPHIC DESCRIPTION

AVALON BEACH CLUB CONDOMINIUM

PROJECT NO.: 8014
DATE: 6/1/81
REVISED: 12/6/82
SHEET 18 OF 20

W.J. SCHOPPER P.L.S.
1671 THUMA PT. DRIVE
PT. PIERCE, FLA. 33450
FLA. CERT # 2165

0 2.5 5 10 20
Scale in feet

OR BOOK 390 PAGE 2478

COLDWELL BANKER

PARADISE

HOYT MURPHY REALTORS®

EXCLUSIVE RIGHT TO LEASE AND PROPERTY MANAGEMENT AGREEMENT

1. **Parties:** This agreement between Joseph G Doster Sr. and Jean Doster hereinafter called Owners, and COLDWELLBANKER PARADISE (CBP) hereinafter called Broker, whereby the Owner appoints the Broker the Exclusive Agent to rent, lease, operate, control and manage the following described property:

2. **Description of Property:**

a) Type of Unit: ___ Single Family __x_ Condominium ____ Townhouse ____ Mobile Home ___ Duplex

a. ___ Unfurnished ___ Furnished __x_ Furnished & Turnkey (includes linens, kitchenware etc.)

b) **Real Property: Street address:** 355 S Ocean Dr. Unit 802 Fort Pierce FL 34949

Parking Space # (if any): 1 plus 1 guest # of Bedrooms: 2 # of Baths: 2

Property Tax I.D. #: 2401-522-0029-000-9

Personal property, including appliances: See attached inventory list.

c) **Excluded areas:** The property includes the entire premises in full UNLESS OWNER specifically excludes, in writing, any areas such as shed(s), storage closet(s), garage, attic, crawl space, other storage areas or rooms. List excluded areas: _____

d) **Occupancy:** Property _x__ is ___ is not currently occupied. If occupied, the lease term expires: _____

3. **Rental Rate and Terms: Start testing market at** $4800.00

a) **Rental Period and Rate:**

___ Annual Monthly Rate $ _____ Seasonal Monthly Rate $ 4200.00

b) **Services Included in Rent:** If leased on an annual monthly basis, indicate with an "O" or a "T" whether the Owner or the Tenant will provide the service (Mark with "NA" where service is not applicable). If rental is seasonal, all utilities paid by Owner:

_O✓ Electric O✓ Water __O✓ Sewer _n/a__ Gas _O✓ Basic Cable __T_ Premium Cable ___ Internet
_O✓ Garbage Collection _n/a✓ Lawn Maintenance _O_ Pest Control _O✓ Pool Maintenance _n/a__ Alarm System
_O✓ Association Dues/Assessments ___ Warranties _____
___ Other: _____
___ Additional Comments/Agreements: _____

c) **Advanced Rents, Deposits and Fees:** Advanced rents and deposits will be held by Broker.

☐ Advanced rent: $ Rent to be paid in full before move-in ☐ Security Deposit: $ 500
☒ No Pets Allowed ☐ Pets Considered _____
☐ Pet Deposit $_____ ☐ Association Application Fee: $_____
*NO SMOKING

d) **Taxes:** Leases for a ~~term~~ of 6 months or less are subject to state tax on transient rentals and to local tax on tourist development and impact. The Property Manager is responsible for timely collection and remittance of said taxes.

e) Early Termination Fee/Liquidated Damages Addendum: (please choose which one you will honor for tenant(s) as this will appear in the lease contract as an option)

- o I agree, as provided in the rental agreement, to pay $_____ (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

- o I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

f) **Association Approval:** ☒ Association Approval is Required x☐ No Association Approval Required.
Application must be made upon lease execution with Tenant being responsible for payment of the Application Fee. Owner will provide Broker with the name and contact information for the Association, an Association Application, the information regarding the amount of the Application Fee, as well as a copy of the Association Rules and Regulations.

4. **Term:** The term of the Exclusive Right to Lease portion of this agreement shall be for a term of one (1) year beginning on the **10th** day of **July**, 2018. All other portions of this Agreement will begin on the same day as the Exclusive Right to Lease portion of this Agreement and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate. In the event Owner terminates at any other time during this Agreement, CBP's rights under this Agreement shall survive such termination. All monies expended by CBP shall be paid to CBP prior to cancellation and CBP is authorized to withhold any sums owed to CBP from monies held prior to the final disbursement to Owner. CBP reserves the right to terminate this Agreement with written or verbal notice if, in the opinion of CBP's legal counsel, Owner's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. CBP may, at its option, continue to hold Owner liable for any commissions due, fees due, or monies owed CBP if tenant(s) remain in the Property after such termination by CBP. This Agreement shall be binding upon the parties' successors, estate and assigns.

5. Broker's Authority: Owner hereby grants Broker the sole and exclusive right to: rent or lease the Property; to review potential Tenant background (credit, eviction, criminal histories) as Broker deems appropriate; to inspect the Property at such times as Broker deems necessary; to place a lockbox on the property for showings and/or maintenance, to collect all rental and other funds that may be due Owner including any court action; to issue receipts; to advertise the Property including placing of a sign on the Property; to cooperate with other Brokers as he may see fit; to settle claims; to collect deposit monies and deposit same in Broker's non-interest bearing trust account, to require releases from all parties in the event of a controversy before disbursing trust funds; to do all those things Broker deems necessary to the efficient management of the property.

6. Leasing: Broker is given the exclusive right to execute leases and renewals for a maximum period of one (1) year; to screen prospective residents; to terminate tenancies and to serve such notices and institute eviction proceedings in the name of the Owner as may be necessary; to employ attorneys in the name and at the expense of the Owner to prepare necessary legal instruments and institute and defend any legal actions arising out of the property. Before employing an attorney, Broker will make every attempt to contact the owner for consent. Further, Broker shall have the right to assess late charges against the tenant and retain 50% of said late charges. Broker shall also have the right to assess insufficient check charges against the tenant.

7. Commission and Fees: The commissions and fees are broken down into **two** components.

Leasing Commission: Owner agrees to pay Broker a leasing commission for leasing services **Of Eight (8) percent,** up front from the gross rent for the entire rental period.

Management Fee: Owner further agrees to pay a **Ten (10) percent** management fee each month, on monthly gross rent collected on a monthly basis during the term of this agreement, upon execution of the lease for property management services.

Owner further agrees that this same rate of commissions will be paid to the Broker on any new lease and the same fee will be paid **on lease extensions** between these same parties. Major repairs, renovations, or improvements are not included in CBP's responsibilities under this Agreement. Additional fees may apply. Commission will be deducted from rental proceeds monthly. In the event this agreement terminates while a lease executed under the authority given herein is still in effect, Owner agrees to pay Broker at the termination a fee for the unexpired term of the lease as if this agreement has expired concurrently with the lease(s) hereunder.

8. Exclusive Agreement: Owner hereby stipulates that property is not presently listed for sale or rent with another Broker and agrees that they will not list it for rent or sale with another Broker during the term of this Agreement. In the event the property is sold or exchanged during the term of this agreement, Broker shall be entitled to an additional commission of six (6) percent of the gross sales price. All sums due Broker by any provision of this agreement, may be deducted from funds held by Broker for benefits of Owner.

9. Owner's Obligations:

- Owner shall promptly furnish all items, documents and records required for proper management of the property including current leases, status of rental payments, association documents and rules, loan payment information, copies of existing service contracts and warranties, certificates of insurance, keys, remotes, and codes.
- Owner acknowledges that leases 6 months or less are subject to state and local sales tax.
- Owner will refer immediately to Broker all inquiries regarding the leasing of the Property.
- Owner will inform Broker of intent to convey the Property.
- Owner acknowledges that Broker will rely on Owner's representations regarding the Property when dealing with prospective tenants. Owner will immediately inform Broker of any material facts that arise after the signing of this Agreement. Owner will disclose any known facts that materially affect the value of the Property. List facts (including defects) that currently materially affect the value of the Property, such as structural problems, pending condemnation or foreclosure, presence of dangerous substances or unusual occurrence on the Property:

_____

_____

- Owner understands that the lockbox, if utilized, will be for the benefit of Owner by accommodating other brokers to more easily show the property, and hereby releases Broker from all liability and responsibility in connection with any loss which may occur.
- Owner certifies that all heating, cooling, plumbing, electrical systems, and built in appliances are in working condition, that the roof does not leak, and that water does not enter living areas from rain or other subterranean sources. Owner certifies that the house is in good and habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities. Owner will ensure that the house is clean and the grounds are in good condition at the time the property is turned over to CBP to manage and prior to Tenant's occupancy after any extended period of vacancy. Owner will provide working smoke detectors. Owner certifies that all window locks and all door locks are operable and secure. Owner will provide to CBP, keys, garage door and gate remotes, and codes as necessary for access. Owner will provide window treatments and their hardware. Owner warrants that the property to be managed is a legal rental unit and that its rental will not be in violation of any rules, laws, or ordinances.
- Owner agrees to directly pay for all condominium maintenance fees, property taxes, insurance, mortgages and other charges for the Property and agrees to provide Agent proof that such payments are current upon request.
- If the Property was built before 1978, Owner will provide Broker with all information Owner knows about lead-based paint and lead-based paint hazards (LBP) in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. Owner understands that the law requires the provision of this information to Broker and to prospective tenants before the tenants become obligated to lease the Property.

☐ Built after 1977 ☒ No known LBP ☐ Known LBP (provide all info/records)

10. Insurance: Owner shall carry bodily injury, property damage, and public liability insurance in an amount not less than $300,000.00. During continuance of this agreement, all insurance coverage carried by Owner on the Property will be primary to any coverage carried by Broker. Insurance Company_____
Address_____Policy #_____

11. Hold Harmless: To the extent allowed by law, Owner agrees to hold CBP harmless from and indemnify CBP for all claims in connections with the leasing and management of the herein described property and from liability for injury suffered by any employee or other person whomsoever; and to carry, at their own expense, adequate public liability insurance. CBP also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect CBP compensation or if CBP successfully defends any action brought against CBP by Owner, relating to the property, or management thereof, Owner agrees to pay all costs incurred by CBP in connection with such action, including reasonable attorney's fee.

12. Maintenance and Repairs: CBP is authorized to maintain on the Owner's behalf the sum of Three hundred Dollars ($300.00) to be collected from the Owner at the time of listing. CBP is also authorized to reimburse this deposit as needed by deduction from rental payment or billing the Owner. CBP is expressly authorized, on behalf of Owner, to make necessary repairs, purchase minor items as needed, order cleaning of premises as needed, provided, however, that expenditures for same shall not exceed the sum of Three hundred Dollars ($300.00) in any calendar month unless expressly authorized by OWNER. In the case of emergencies (i.e. air conditioning, heat, refrigeration, range or plumbing or any other repair CBP deems an emergency or necessary in CBP's sole judgment for the safety of the Tenant or the welfare of the property), CBP has authority to institute repairs even if over the aforementioned $300.00 limit. If the repair is in excess of the $300 being held by CBP, then CBP shall withhold the amount disbursed for such repair or expenditure from the next ensuing rent payment or payments received. CBP shall be, however, under no duty to undertake such repairs or make such expenditures unless and until OWNER remits the required sum for it. OWNER agrees to pay all charges owing to CBP prior to cancellation of this AGREEMENT. Major repairs, renovations, or improvements are not included in CBP's responsibilities under this Agreement. Additional fees may apply. Any funds collected by CBP will be held in CBP's non-interest bearing bank account. CBP will arrange for
all repairs, inspections, maintenance, and cleanings, unless OWNER has notified CBP in writing prior to the commencement of repairs that OWNER will use someone else that OWNER has selected, and OWNER makes arrangements with the third party directly. OWNER agrees that they shall pay the third party directly and shall indemnify and hold CBP harmless for payment of third party.

13. Vacant Property: CBP will not be responsible for inspections, maintenance, or repairs for a property during periods of vacancy. Any request of CBP by OWNER to perform property management type services during periods of vacancy will be billed to Owner at a fee of $25 per month. In such a case, CBP is expressly authorized, on behalf of Owner, to obtain any services as needed to maintain the property during vacancy.

14. Authority: The OWNER gives CBP authority and agrees to assume all expenses in connection therewith, to hire vendors as required for the operation and maintenance of the premises. It is agreed that all vendor employees shall be deemed as working for the OWNER and not CBP, and that CBP may perform any of his duties through his attorneys, agent or employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention. CBP is expressly granted by the OWNER the right to manage property as CBP deems necessary, to collect all rental and other funds that may be due to OWNER, or assign or transfer the management account as CBP may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things CBP deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained in writing by the OWNER.

15. Condominium/Homeowner's Association: In the event the subject property is part of a Homeowner's Association (HOA) or Condominium Association (CA), the OWNER agrees that, by the execution of this Agreement, he/she specifically authorizes CBP to act on the OWNER'S behalf to cooperate with the HOA or CA in its enforcement of such Bylaws, Covenants, Restrictions, and

Rules and Regulations., The OWNER agrees to pay the assessments, fees, or fines imposed by the HOA or CA promptly or CBP may pay same from received rental receipts. In the event Tenant violates any of such Rules, Regulation, Bylaws, or Covenants and Restriction of such HOA or CA, CBP is herewith appointed as AGENT on behalf of OWNER to take such actions as may be necessary to enforce the same; and if Tenant fails to comply, to commence eviction proceedings against the Tenant for and on behalf of the OWNER. Owner agrees that CBP is in no way liable for the payment of any fees, fines, or assessments.

16. Utilities: In any Lease where the Tenant shall have use of the Owner's utilities and be responsible for all or part of the bills, OWNER shall pay the entire bill in a timely manner and forward copies to this office for reimbursement as agreed to in the Lease Agreement. Under no circumstances shall OWNER cause the termination of these services and OWNER agrees to indemnify CBP for any damages or litigation fees/costs incurred by CBP if OWNER improperly terminates a utility service. CBP will in no way be responsible for nonpayment of or theft of any utility service by Tenant.

17. Furnishings/Warranties: The Owner shall deliver a copy of the furnishings inventory and keep the Inventory list current. If requested by Owner, CBP will produce an inventory list and Owner will pay CBP for such service on an hourly basis. Owner understands that furnishings will likely have normal wear and tear. Owner is also to deliver to CBP copies of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this Agreement is executed, CBP shall assume that none exist. Current service contracts and warranties include: _____

_____

18. Damages or Missing Items: CBP is not responsible for damage to the premises or items missing, switched out, lost, or damaged under any circumstances, including but not limited to theft, vandalism, or negligence of the Tenant's or their guests. CBP will inspect the property upon Tenant's departure. If desired, OWNER may contract for an updated Inventory at such time. In the event Tenant has damaged the premises or owes any money to OWNER, CBP is given the exclusive authority to use its professional judgment to determine the amount due, charge the Tenant accordingly, and/or settle with the Tenant upon advice of CBP's legal counsel. CBP is given the power to make claims on the security deposit on behalf of Owner and CBP will not be liable for any failure to make claim(s) on any damages which were not readily apparent to CBP.

19. Hurricanes, Tropical Storms, Acts of God: CBP shall not be responsible to take any precautionary measures to avoid damages from any Act of God. If agreed to in writing between CBP and OWNER, CBP will attempt to arrange for such precautionary measures, but OWNER understands that CBP has no control over the availability of labor or materials in such emergencies and will not be held liable for any damage resulting to the structure under any circumstances created by the Act of God. OWNER agrees to pay reasonable costs for this service and for post-storm inspection of the property

20. Rental Proceeds: Broker will render a statement monthly, on or about the 10th, showing all funds collected and disbursed. Broker is directed to remit to Owner not less often than monthly the net funds as follows: gross rental income less management fees, any authorized repairs and $40 fee for a lease preparation if applicable (see section 21). In the event disbursements shall exceed receipts, owner shall promptly remit such excess to CBP. Rental proceeds should be sent directly to OWNER via: US mail ☐ OR Bank ☐ CBP will provide monthly statements to Owner of income and expenses, including year-end summary and 1099 statements.

21. Lease Preparation Fee: State law does not allow real estate brokers to modify the state approved lease or prepare a lease for a term of more than twelve months. Owner shall pay a $40 lease preparation fee for any leases more than 12 months, or if any changes or addendums to the state approved lease are necessary.

22. Deposits: If Prospective tenants make a deposit to hold a property for rent, should said deposit be forfeited for any reason, including failure to sign a lease, the forfeited deposit will be divided equally between CBP and the Owner.

23. Non-Discrimination: Broker does business in accordance with the Federal Housing Law (The Fair Housing Amendments of 1988). It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing, in the provision of real estate brokerage service, or in the appraisal of housing.

24. Protection Period: Owner agrees to pay Broker's fee if, within 120 days after the end of this Agreement Period, Owner leases or sells the Property to any prospects with whom Broker or any other broker communicated during this Agreement Period regarding leasing the Property.

25. Early Termination: Owner may terminate this Agreement by providing written notice to Broker 30 days prior to the Agreement expiration. If Owner wishes to terminate this Agreement at any other time, Owner may conditionally terminate this Agreement with 45 days' notice by signing a withdrawal agreement and simultaneously paying a cancellation fee of $500.00. However, Owner agrees that if the Property is contracted for lease or sale to a tenant during the time period from conditional termination to the end of this Agreement Period, Broker may void the early termination and Owner will be obligated to pay Broker the compensation set forth in paragraph 7, less the cancellation fee.

26. Deviation or Amendments: Any deviation from these terms, or Amendments to this Agreement must be in writing and executed by all parties.

27. Governing Law: It is agreed that this Agreement shall be governed by the laws of the State of Florida.

28. Partial Invalidity: If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

29. Dispute Resolution: This Agreement will be construed under Florida law. **Mediation:** All disputes between Broker and Owner based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. Each party will pay its own attorney's fees and expenses unless otherwise agreed by the parties during mediation. **Arbitration:** Disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration will pay its own fees, costs and expenses, and will equally split the fees of arbitration. Any party's refusal to mediate shall not prevent the other party from pursuing their claims in arbitration. If Broker is made a party to a suit between Owner and a tenant because of acting as an escrow agent under this Contract, Broker shall recover reasonable attorney's fees and costs incurred, to be paid out of the escrowed funds.

30. Brokerage Relationship: Owner authorizes Broker to act as a transaction broker.

31. Binding: This Agreement is binding on Broker's and Owner's heirs, personal representatives, administrators, successors and assigns. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.

32. Consultation: Broker advises Owner to consult the appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

33. Acceptance of electronic, facsimile and scanned signatures – The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement, including leases, will be considered signed when the signature of a party is delivered electronically, by facsimile transmission or delivered by scanned image as an attachment to electronic mail (email). Such electronic, facsimile or scanned signature must be treated in all respects as having the same effect as an original signature.

Date: 7/10/18 **Owner's Signature:** Jean K. Doster

Date: 7/10/18 **Owner's Signature:** Joseph G. Doster, Sr.

Home Phone: _____ Work Phone: _____ Cell Phone: 404 290-2597 Fax: _____

Address: 355 S. Ocean Dr. 802 Ft. Pierce

E-mail: MAMAjeANdoster@gmail.com

Date: _____ **Authorized Associate or Broker:** _____

Work Phone: _____ Cell Phone: _____ Facsimile: _____

Address: _____

E-mail: _____

Copy returned to Owner on the _____ day of _____, _____ by:

☐ personal delivery ☐ mail ☐ facsimile ☐ scanned attachment to email

Limited Power of Attorney to Execute Leases

I/We Joseph Doster and Jean Doster
do hereby certify that I am/We are the Owner(s) of said property located at:
355 S. Ocean Dr. # 802, Ft. Pierce FL 34949

and I/We hereby authorize Steven R. Schlitt of **Coldwell Banker Paradise** and/or his assigns as my attorney-in-fact to act in my capacity to execute leases on my/our behalf as Owner(s) under the terms and conditions of the Exclusive Right to Lease Agreement and pursuant to paragraph 5, BROKER OBLIGATIONS, Agreement dated July 10, 2018.

The right, power, and authority of my attorney-in-fact under this Agreement shall commence and be in full force and effect on July 10, 2018 and shall remain in full force and effect as long as the Exclusive Right to Lease Agreement between Owner(s) and **Coldwell Banker Paradise** is in effect.

Joseph K. Doster, Sr. Date: 10 July 2018
Owner Signature

Jean K. Doster Date: July 10, 2018
Owner Signature

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me on this 10th day of July 2018, by personally known

WITNESS by hand and official seal:

Linda Nelson
Notary Public
Printed Name: Linda Nelson

Notary Public State of Florida
Linda D Nelson
My Commission [illegible] 4329
Expires 08/30/20[illegible]

✓ Personally known OR _____ produced identification
Type of identification produced: _____

AVALON BEACH CLUB CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

1. Cabana units shall not be used as residential or overnight accommodations, but shall be used solely for recreational purposes, including lounging, showering, changing and storage of beachwear and equipment.

2. Any use, practice or activity that is the source of annoyance to residents or which interferes with the peaceful possession, quiet enjoyment and proper use of the property by the residents is prohibited.

3. All units and property must be kept clean and in a sanitary condition. No rubbish, refuse, garbage or any fire hazard shall be allowed to accumulate. All garbage and trash shall be placed in plastic bags and securely tied before throwing down the trash chute; no trash or refuse shall be left in the trash chute rooms. All refuse and trash, which is to large to be accommodated in the chute, shall be carried down to the ground level and properly disposed of in the trash room.

4. Any trash (as opposed to garbage) such as old furniture, refrigerators, doors, drywall, carpeting, etc. is to be disposed of by the owner/occupant and not via the trash room. Arrangements need to be made by the owner/occupants to haul away the debris on a daily basis at the owner/occupants own cost.

5. Water closets and water apparatus on the condominium property shall not be used for any other purpose than that for which they were constructed. Occupants shall be held liable for any damage inside the unit or common areas occasioned by misuse of water closets or other apparatus.

6. LEASING OF UNITS- See attached regarding the leasing of units.

7. No signs of any kind, specifically including without limitation "For Sale" and "For Rent" signs, shall be permitted on the building, grounds or vehicles.

8. Guest of occupants shall be limited to six (6) in number at any time and must be accompanied by the resident when using the recreational facilities of the property including the beach club, pool, whirlpool and sauna areas or they must display a badge (provided by the Association) which identifies them as guest of unit occupants. A reservation is required for larger groups or to hold a party in the recreation area; present your request to the Board four (4) days in advance for approval.

9. The use of grills and barbecues is restricted to the ocean side beach club area, except for the 1st Floor.

10. Building and grounds maintenance personnel on the premises are assigned specific duties to be performed under supervision of the Management Company. Occupants shall not interrupt or interfere with these personnel in the performance of their duties. If you have a question related to the

building and grounds or other common areas, contact the Management Company.

11. When using the pool, whirlpool and sun deck areas occupants shall, in addition to any posted regulations, observe the following:

    a) Proper attire shall be worn in the lobby/elevator when using pool area; dry thoroughly before entering the lobby/elevator to avoid pooling of water on floors
    b) Pool furniture shall be covered with towels when using suntan lotion.
    c) Sanitation rules shall be scrupulously observed when using the swimming pool, whirlpool or sauna. Shower thoroughly to remove suntan lotion and sand before entering pool. To conserve energy, turn off the sauna and whirlpool immediately when not in use.
    d) Children twelve (12) years of age and under are not allowed in the pool, sauna or whirlpool area without adult supervision.
    e) Children under three (3) years of age must wear properly fitting rubber pants when in the pool.
    f) Pool hours are from 8:00 a.m. to 10:00 p.m.
    g) Pool use is at ones own risk.
    h) Furniture and equipment may not be removed from the pool area.
    i) In the event that any child has a bowel movement in the pool, the parent, guardian and unit owner will be held responsible for all cost incurred due to this act, such costs include, but are not limited to, chemicals, cleaning, labor and refilling the pool.
    j) Pets are not permitted in the pool or pool area.
    k) Boisterous conduct, loud games, or other annoying activities are not permitted in the pool area.
    l) Persons with infections or contagious health conditions must not use the pool.
    m) Glass items are not permitted in the swimming area at any time.
    n) Sauna use is limited to thirty (30) minutes.
    o) All persons must read posted instructions before using the sauna.
    p) The facility must be left in a clean condition. The sauna and the light should be turned off when leaving.

12. Parking rules:

    a) Occupants shall park only in the numbered space assigned to their unit as designated in the documents.
    b) Guest parking shall be restricted to the area designated by the Association.
    c) Trucks, pick-ups, trailers, boat trailers, motor homes and other recreational vehicles, motorcycles, commercial vehicles and vehicles other than passenger cars are prohibited.
    d) Short wheel base station wagon or suburban type vans (all glass windows) may be approved by the Board; panel or RV type vans are not authorized.
    e) Pick-up trucks are permitted to park during daylight hours, after sunset they will be tagged with a warning. If parked a second time after sunset they will be towed at owners expense.
    f) Occupants are responsible for their guest's observances of parking

regulations.

g) Unauthorized or improperly parked vehicles are subject, at the discretion of the Board, to being towed from the premises at the expense of the owner.
h) If an occupant has more than one (1) vehicle, they must obtain written permission from the board.
i) If an occupant wants to allow another occupant to park in his assigned space in his absence, written authorization must be provided to the Board.
j) Parking in handicapped spaces is for handicapped visitors only.

13. Car washing is permitted only in the designated car wash area.

14. Any person occupying a unit for more than thirty (30) days shall no longer be termed a guest, but becomes an occupant.

15. All owners must leave a key to their unit in the maintenance office for emergency maintenance problems. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. Emergency keys will not be released to anyone, including realtors, contractors or service personnel. Unit owners will have to make other arrangements for providing access keys.

16. Bathing suits, clothing of any kind, rugs, towels or any other articles shall not be draped over railings, walkways, windows, balconies or facades.

17. Clotheslines may not be hung on the building.

18. Bicycles, furniture, fishing rods, rafts or any personal property of any kind shall not be left on the walkways or in any common areas. All personal property shall be kept within the apartment.

19. Any personal property left in the common pool area will be removed by management and if left unclaimed for thirty (30) days, will be disposed of.

20. Tossing cigarette or cigar butts, bird feed, trash, or discards of any sort from or on balconies, walkways, stairs or any common area is prohibited.

21. Walkways and stairs must be kept free of furniture or any type of obstruction.

22. No one shall be permitted to play or loiter in hallways, stairwells, elevators, roof, walkways, driveways or parking areas: This includes skateboarding, roller skating, bike riding and any other activities.

23. Ball playing is not permitted in any common area.

24. Children must be supervised at all times.

25. Shopping carts will be returned to designated area immediately after use and chain must be fastened per FIRE CODE regulation

26. No common areas shall be decorated or furnished by an individual owner or group of owners in any manner, except with prior approval by the Board.

27. No door to door solicitations shall be permitted.
28. It is the responsibility of the parent and/or guardian of each child to show proof of age to management, if so requested.
29. Smoking on elevators, stairwells or catwalks is prohibited.
30. Shutters may not be installed without Board approval.
31. Prior to installing tile (3rd Floor and above) owner/occupant must first install a sound proof material, such as corkboard.

Coldwell Banker Paradise
411 S. US Highway 1
Fort Pierce, FL. 34950

Re: Conditional Use – Doster Dwelling Rental – 355 S. Ocean Drive #802

Dear Coldwell Banker,

The following are comments from the Planning Department's review of the application for a Conditional Use with No New Construction in the R-4A, Hutchinson Island Medium Density Residential Zone (Please Provide a Written Response and any revisions to all responsible Departments by September 28th to be placed on the October Planning Board Agenda):

1) The maximum occupancy of the home ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;

2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;

3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and

4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty-one (31) days of Conditional Use approval.

5) Limit no more than 2 vehicles.

The Planning Board has suggested adding the following conditions:

6) Include the City of Fort Pierce Business Tax property control number on all advertising.

7) Register as a Certified Property Manager with St. Lucie County.

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
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 9/20/18
Property Address: 355 S Ocean Drive #802
Property Name: Doster Dwelling Rental – Cond. Use
Project Name:
Planner: Vennis Gilmore

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: 9/19/18

Technical Review Committee meeting

September 21st, 2018

Case # 18-080000015

Doster Dwelling, 355 So. Ocean Dr, # 802 Fort Pierce, FL 34949

Conditional use with no new construction

Comments:

No comments

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

September 14th, 2018

Project: **Doster Dwelling Unit**
Subject: **SURVEY REVIEW**
To: Vennis Gilmore
From: Rod Reed, PLS
SLC-Engineering Division

SURVEY:

1) I have no 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

City Commission Regular Meeting **12.i.**

Meeting Date: 11/19/2018

Re: Conditional Use - Sunrise Country Pre-School - 2706 Sunrise Boulevard

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Application for a Conditional Use with New Construction submitted by the applicant, Paul Jacquin & Sons, Inc. to construct a new one-story 2,796 sq. ft. pre-school at 2706 Sunrise Boulevard, Fort Pierce, FL. The property is zoned Single-Family Intermediate Density Zone (R-2), Parcel ID: 2421-513-0014-000-5.

SUMMARY:

- 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 New Construction to construct a 2,334 sq. ft. pre-school.
- The project's floor plan will consist of five (5) classrooms. This proposed site plan is an addition to an existing pre-school at the subject site. The 1.06 acres property is located just east of Sunrise Boulevard between Rosedale Avenue and Jasmine Avenue.
- Sunrise Country Pre-School is an existing preschool that was establish to provide quality infant, toddler, and pre-school experiences in a safe, warm, friendly, and child-oriented environment. The pre-school currently has two (2) locations within the City of Fort Pierce. The pre-schools offer care for children ages 6 weeks to 4 years old. This proposed site plan is an addition to an existing pre-school at the subject site. The current pre-school at the subject site consists of a one (1) story frame building of about 3, 435 sq. ft. and a 350 sq. ft. covered area that will be enclosed in the future for office space. The existing pre-school has twenty-four (24) parking spaces with one (1) designated space for handicap accessibility.
- The Planning Board, at their October 9th, 2018 meeting, voted to recommend approval of the request.
- A total of 43 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Application & Supporting Documents
Zoning Map
Aerial Map
TRC Comments

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:44 PM

Form Started By: Brandon Creagan
Started On: 11/05/2018 03:55 PM
Final Approval Date: 11/14/2018

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 New Construction**
Sunrise Country Pre-School
2706 Sunrise Blvd.

DATE: October 26, 2018

STAFF REPORT

Owner(s): Oveda Darrisaw
2706 Sunrise Blvd.
Fort Pierce, FL. 34982

Applicant: Paul Jacquin & Sons, Inc. / Michael Jacquin, President
7348 Commercial Circle
Fort Pierce, FL. 34951

Applicant's Request: Approval of a Conditional Use with New Construction to construct a new one (1) story - 2,334 sq. ft. pre-school at 2706 Sunrise Blvd.

Location: 2706 Sunrise Blvd.

Parcel ID: 2421-513-0014-000-5

Current Zoning: R-2, Single-Family Intermediate Density Zone

Surrounding Zoning:

North	East	South	West
R-2	R-2	R-2	R-2

Future Land Use: RL, Low Density Residential

Site Size: 1.06 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 New Construction to construct a 2,334 sq. ft. pre-school. The project's floor plan will consist of five (5) classrooms. This proposed site plan is an addition to an existing pre-school at the subject site. The 1.06 acres property is located just east of Sunrise Boulevard between Rosedale Avenue and Jasmine Avenue.

History

Sunrise Country Pre-School is an existing preschool that was establish to provide quality infant, toddler, and pre-school experiences in a safe, warm, friendly, and child-oriented environment. The pre-school currently has two (2) locations within the City of Fort Pierce. The pre-schools offer care for children ages 6 weeks to 4 years old. This proposed site plan is an addition to an existing pre-school at the subject site. The current pre-school at the subject site consists of a one (1) story frame building of about 3, 435 sq. ft. and a 350 sq. ft. covered area that will be enclosed in the future for office space. The existing pre-school has twenty-four (24) parking spaces with one (1) designated space for handicap accessibility.

The applicant received conceptual site plan approval of the pre-school by the City Commission at their July 16, 2018 meeting. The applicant has since reduced the footprint of the proposed pre-school to 2,334 sq. ft. Per City Code Section 22-22. – Allowed Uses; Schools are permitted as a Conditional Use.

Zoning & Land Use

The subject site is located within the Single-Family Intermediate Density Residential Zone (R-2) district which is primarily intended to provide for areas of single-family dwellings with an average net density of less than five (5) units per acre for conventional developments. In addition to housing, various public facilities and other nonresidential uses are permitted under the conditions and safeguards referred to in this section. Water and sewer service should be available. The site has a land use designation of Low Density Residential (RL).

The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from 1 to 6.5 dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

Conditional Use

Per City Code Section 22-76; 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 not generally appropriate for single-family, low-density environments.

The authorization of a Conditional Use with New Construction to construct a new one (1) story – 2,334 sq. ft. pre-school at 2706 Sunrise Blvd. with a maximum height of twenty-eight (28) feet will provide an opportunity for consistency with zoning district and land use designation as the use nor the height 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 the existing use of the property being a day care/pre-school.

Site Plan

The applicant is proposing to build a building consisting of 2,334 sq. ft. The proposed pre-school addition will consist of five (5) classrooms. The proposed building's design with continue the existing architectural feature on the subject site and include a gable roof building with a continued porch in from of each classroom entry. There will be two (2) restrooms with outdoor access. The site plan includes the addition of a proposed concrete walkway; connecting the five (5) classroom expansion to the remainder of the campus. The site plan also includes a new dumpster enclosure location to the far-east of the parking lot. There are no additional parking spaces being added.

The goal of the project is to provide additional educational classroom space to the existing day care/pre-school. Open space to the north of the additional building was identified as sufficient to construct and additional single-story building, proposed 2,334 sq. ft. The two buildings will be connected via a covered concrete breezeway.

Site design was heavily influenced by available space. Due to the existing building on the site, new elements had to be fit in within the site. Careful attention was made to the parking lot, which had to be designed around an existing 41-inch Laurel Oak tree. The City Code open space requirement was incorporated into the design of the tree area to preserve the valuable tree. FPUA power poles and lines will also have to be diverted to make room for the site development.

Design Review

The majority of the architectural details selected for the Pre-School do exist on nearby buildings. Articulation of the building façade is achieved by the use of dimensional raised stucco banding around windows and doors, for lap siding to dead end to. Other design elements include multi-pitch roof to help contribute to the Old Florida Style Architecture. The building exterior colors will match the existing facility. The proposed building is a single story building with an Old Florida design which includes basic architectural details and architectural dimensional fiberglass shingle roofing; making it compatible with the existing nearby structures.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with New Construction with 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 43 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 October 9th, 2018 meeting, voted to recommend **approval** of the request.

Staff Recommendation

The proposed Conditional Use with New Construction application meets the criteria specified in Section 22-25 and 22-59 of the City Code and promotes and protects the public health, safety and general welfare; therefore Staff recommends that the City Commission **approve** the application.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location 2706 Sunrise Blvd. Fort Pierce, FL. 34982

Parcel ID #(s) 2421-513-0014-000-5

Project description New Preschool Building

Oveda Darrisaw	Paul Jacquin & Sons, Inc.
Property Owner(s)	**Applicant/Representative, Title, Company**
2706 Sunrise Blvd	7348 Commercial Circle
Street Address	Street Address
Fort Pierce, FL. 34982	Fort Pierce FL. 34951
City State Zip	City State Zip
772-465-3151	772-465-2475
Phone Number	Phone Number
Oveda L Taylor	michael.jacquin@pjsi.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 -- ST. LUCIE COUNTY

The foregoing instrument was acknowledged before me this 28 day of August, 2018, by Oveda Taylor who is personally known to me or has produced _____ as identification.

Signature of Notary (seal)

Notary Public State of Florida
Gregory S Kraum
My Commission FF 232514
Expires 05/19/2019

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

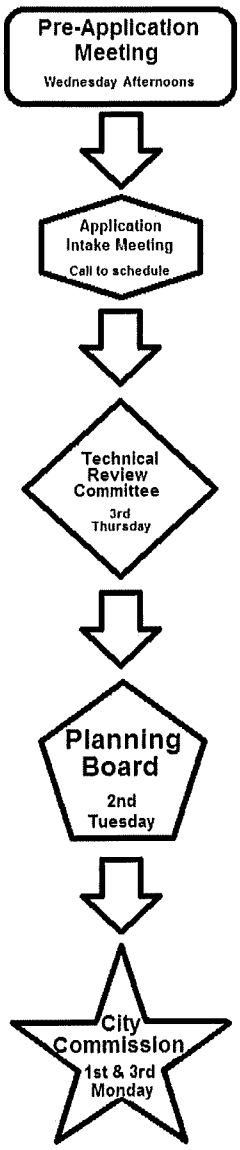
Site Information:

Non-Residential: Proposed Sq. Ft.: 2334 ~~3049~~ Residential: Proposed Units:_____

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

North	South	East	West

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)

Established
1940

Jacquin & Sons Construction
pjsi.com
CGC060473
75th ANNIVERSARY

Commercial
Industrial
Residential

Sunrise Country Preschool
Proposed New Classroom Building

DESIGN INTENT

The goal of the project is to provide additional educational classroom space to the existing day care / preschool. Open space to the north of the additional building was identified as sufficient to construct an additional single-story building, proposed 2,300 square feet. The two buildings will be connected via a covered concrete breezeway.

Exterior Architectural design intent was not to match the existing building, but to show an updated version of Florida Cracker Style. This was done by incorporating a roof line of primarily hips with a front entry gable roof. Colonial muttons on all windows and glass doors and hand textured stucco further add to this style. The more "residential" elements allow the new building to better blend in with the predominantly residential neighborhood.

Site design was heavily influenced by available space. Due to the existing building on the site, new elements had to be fit in within the site. Careful attention was made to the parking lot, which had to be designed around an existing 41" Laurel Oak tree. Open space requirement was incorporated into the design of the tree area to preserve this valuable tree.

FPUA power poles and lines will have to be diverted to make room for the site development.

P.O. Box 4343 · Fort Pierce, FL 34948 · Phone (772) 465-2475 · Fax (772) 466-2806
CGC 022708 CGC 056649 CGC 060473 CGC 1507936 CCC 056636

Design Intent:

Careful consideration and thought have been given to the design presented herein, regarding orientation, access, landscaping, building design and budget.

Criteria as follows:

The majority of the architectural details selected for the Pre-School do exist on the nearby buildings. Articulation of the building façade is achieved by the use of dimensional raised stucco banding around windows and doors, for lap siding to dead end to. Other design elements include multi-pitch roof to help contribute to Old Florida Style Architecture. The building exterior colors will match the existing facility.

The building is a single story design with a Old Florida story design with basic architectural details and architectural dimensional fiberglass shingle roofing making it compatible with the existing near by structures.

806 Delaware Avenue
Fort Pierce, Florida 34950
Tel: 772 460 7751
Fax: 772 460 4244
www.architectonicinc.com
FL Reg #AA26003348

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2899827 OR BOOK 517 PAGE 2407, Recorded 07/21/2006 a 2:48 PM
Doc Tax: $2100.00

This Document Prepared By and Return to:
Sam T. Steger
STEGER & STEGER, P.A.
603 SW CLEVELAND AVENUE
STUART, FL 34994

Parcel ID Number: 2421-513-0014-000/5

Warranty Deed

This Indenture, Made this day of June , 2006 A.D., **Between** REBECCA YOUNG HOLLAND f/k/a Rebecca A. Young-Sapp, a single woman

of the County of Montgomery , State of Pennsylvania , **grantor,** and OVEDA L. LANE, a single woman

whose address is: 2902 Oleander Boulevard, Fort Pierce, FL 34982

of the County of St. Lucie , State of Florida , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Lots 1, 2 and 3, Block 2, MARAVILLA PARK, according to the Plat thereof, as recorded in Plat Book 5, page 13, of the Public Records of St. Lucie County, Florida; together with the West 7.5 feet of vacated alley adjacent to Block 2, MISIK'S RESUB OF PART OF MARAVILLA PARK, as recorded in Plat Book 9, page 60, of the Public Records of St. Lucie County, Florida, as set forth in Ordinance No. E-358, recorded in Official Records Book 150, page 394, of the Public Records of St. Lucie County, Florida.

SUBJECT to restrictions, reservations and easements of record, if any, and taxes subsequent to December 31, 2005.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Sam T. Steger

Witness
Printed Name: Susan E. Wellbridge

Rebecca Young Holland (Seal)
REBECCA YOUNG HOLLAND f/k/a A. Young-Sapp
P.O. Address: 755 Danbury Drive, Blue Bell, PA 19422

The foregoing instrument was acknowledged before me this 3rd day of ~~June~~ July , 2006 by REBECCA YOUNG HOLLAND f/k/a Rebecca A. Young-Sapp, a single woman

she is personally known to me or she has produced her driver's license as identification.

Printed Name: Sam T. Steger
Notary Public
My Commission Expires:

Sam T Steger
My Commission DD293077
Expires March 12, 2008

Laser Generated by O Display Systems, Inc., 2006 (863) 763-5555 Form FLWD-1

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3612569 OR BOOK 3? PAGE 2179, Recorded 07/25/? 1 at 04:33 PM
Doc Tax: $0.70

Prepared by and return to:
Sam T. Steger, Esq.
Steger & Steger, P.A.
603 SW Cleveland Avenue,
Stuart, FL 34994
772-287-8888
Will Call No.:

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 14th day of July, 2011, between **OVEDA LOUISE TAYLOR, a single woman,** whose post office address is **2902 Oleander Blvd., Ft. Pierce, FL 34982,** grantor, and **O.C.D. KIDS, INC., a Florida corporation,** whose post office address is **2706 Sunrise Blvd., Ft. Pierce, FL 34982,** grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **St. Lucie County, Florida** to-wit:

Lots 1, 2 and 3, Block 2, MARAVILLA PARK, according to the map or plat thereof as recorded in Plat Book 5, page 13, public records of St. Lucie county, Florida, Together with the West 7.5 feet of vacated alley adjacent to Block 2, MISIK'S RESUB OF PART OF MARAVILLA PARK, as recorded in Plat Book 9, page 60, of the public records of St. Lucie County, Florida, as set forth in Ordinance No. E-358, as recorded in OR Book 150, page 394, of the public records of St. Lucie County, Florida.

Subject to taxes for 2011 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3612568 OR BOOK 3? PAGE 2176, Recorded 07/25/? 1 at 04:33 PM
Doc Tax: $0.70

Prepared by and return to:
Sam T. Steger, Esq.
Steger & Steger, P.A.
603 SW Cleveland Avenue,
Stuart, FL 34994
772-287-8888
Will Call No.:

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 14th day of July, 2011, between **REBECCA HOLLAND, f/k/a REBECCA A. YOUNG-SAPP, a married woman, and OVEDA LOUISE TAYLOR, f/k/a OVEDA L. DARRISAW, f/k/a OVEDA L. LANE, a single woman, individually and d/b/a SUNRISE COUNTRY PRE-SCHOOL,** whose post office address is **2902 Oleander Blvd., Ft. Pierce, FL 34982,** grantor, and **O.C.D. KIDS, INC., a Florida corporation,** whose post office address is **2706 Sunrise Blvd., Ft. Pierce, FL 34982,** grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **St. Lucie County, Florida** to-wit:

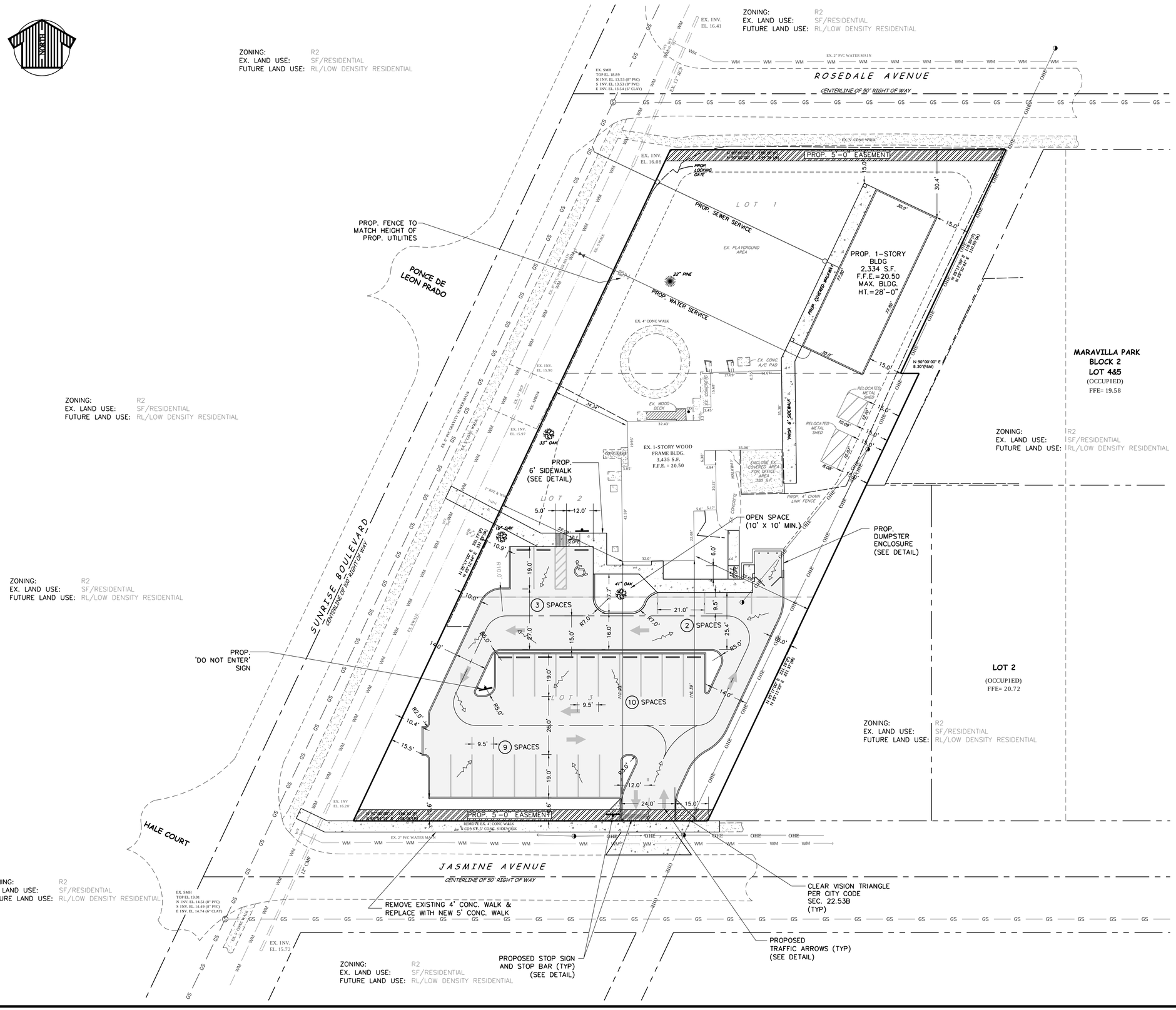
> **Lots 1, 2 and 3, Block 2, MARAVILLA PARK, according to the map or plat thereof as recorded in Plat Book 5, page 13, public records of St. Lucie county, Florida, Together with the West 7.5 feet of vacated alley adjacent to Block 2, MISIK'S RESUB OF PART OF MARAVILLA PARK, as recorded in Plat Book 9, page 60, of the public records of St. Lucie County, Florida, as set forth in Ordinance No. E-358, as recorded in OR Book 150, page 394, of the public records of St. Lucie County, Florida.**
>
> **Subject to taxes for 2011 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

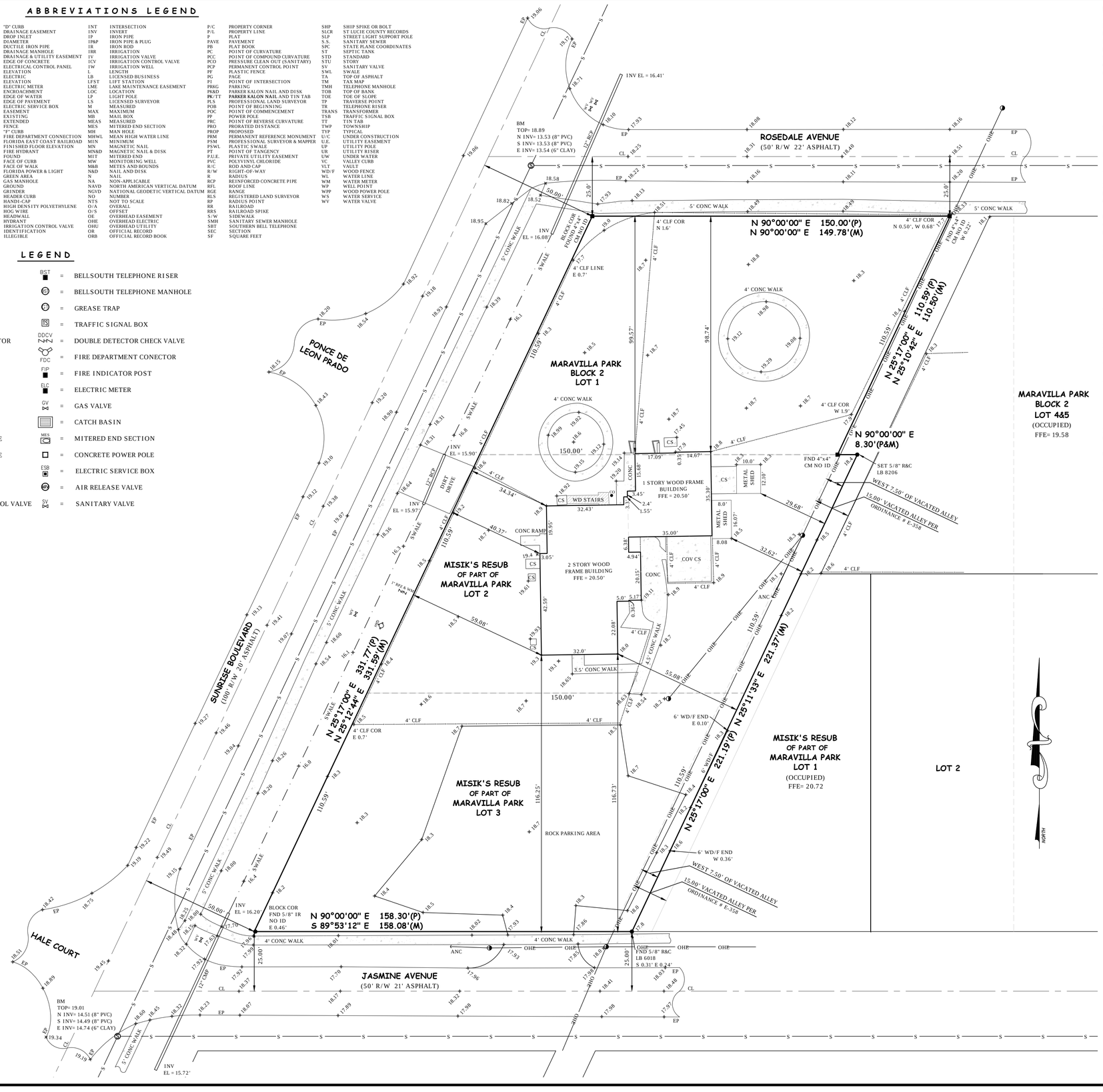

NORTH
ZONING: R2
EX. LAND USE: SF/RESIDENTIAL
FUTURE LAND USE: RL/LOW DENSITY RESIDENTIAL
ROSEDALE AVENUE
CENTERLINE OF 50' RIGHT OF WAY
EX. SMH
TOP EL. 18.89
N INV. EL. 13.53 (8" PVC)
S INV. EL. 13.53 (8" PVC)
E INV. EL. 13.54 (6" CLAY)
EX. INV. EL. 16.41
EX. 2" PVC WATER MAIN
EX. 12" RCP
EX. INV. EL. 16.08
EX. 5' CONC WALK
PROP. 5'-0" EASEMENT
PROP. LOCKING GATE
PROP. SEWER SERVICE
PROP. WATER SERVICE
PROP. FENCE TO MATCH HEIGHT OF PROP. UTILITIES
PONCE DE LEON PRADO
LOT 1
EX. PLAYGROUND AREA
PROP. 1-STORY BLDG 2,334 S.F. F.F.E.=20.50 MAX. BLDG. HT.=28'-0"
PROP. COVERED WALKWAY
22" PINE
EX. 4" CONC WALK
EX. CONC A/C PAD
EX. WOOD DECK
EX. 1-STORY WOOD FRAME BLDG. 3,435 S.F. F.F.E. = 20.50
EX. 4" PVC/DRYFIT SEWER MAIN
EX. 6" PVC WATER MAIN
EX. 5' CONC WALK
EX. INV. EL. 15.90
EX. INV. EL. 15.97
EX. ASPHALT
EX. CONC WALK
EX. CONC RAMP
EX. CONC PORCH
EX. ENCLOSURE
EX. CONC
EX. CONC WALK
EX. CONC WALK
EX. CONC WALK

ABBREVIATIONS LEGEND

A/C	AIR CONDITIONING	DC	"D" CURB	INT	INTERSECTION	P/C	PROPERTY CORNER	SHP	SHIP SPIKE OR BOLT
AC	ACRE	D.E.	DRAINAGE EASEMENT	INV	INVERT	P/L	PROPERTY LINE	SLCR	ST LUCIE COUNTY RECORDS
AL	ALUMINUM	DI	DROP INLET	IP	IRON PIPE	P	PLAT	SLP	STREET LIGHT SUPPORT POLE
ANC	ANCHOR	DIA	DIAMETER	IP&P	IRON PIPE & PLUG	PAVE	PAVEMENT	S.S.	SANITARY SEWER
AP	ANCHOR POLE	DIP	DUCTILE IRON PIPE	IR	IRON ROD	PB	PLAT BOOK	SPC	STATE PLANE COORDINATES
APRX	APPROXIMATE	DMH	DRAINAGE MANHOLE	IRR	IRRIGATION	PC	POINT OF CURVATURE	ST	SEPTIC TANK
ASP	ASPHALT	DUE	DRAINAGE & UTILITY EASEMENT	IV	IRRIGATION VALVE	PCC	POINT OF COMPOUND CURVATURE	STD	STANDARD
BE	BUFFER EASEMENT	EC	EDGE OF CONCRETE	ICV	IRRIGATION CONTROL VALVE	PCO	PRESSURE CLEAN OUT (SANITARY)	STU	STORY
BFP	BACK FLOW PREVENTOR	ECP	ELECTRICAL CONTROL PANEL	IW	IRRIGATION WELL	PCP	PERMANENT CONTROL POINT	SV	SANITARY VALVE
BLDG	BUILDING	EL	ELEVATION	L	LENGTH	PF	PLASTIC FENCE	SWL	SWALE
BLK	BLOCK	ELEC	ELECTRIC	LB	LICENSED BUSINESS	PG	PAGE	TA	TOP OF ASPHALT
BM	BENCHMARK	ELEV	ELEVATION	LFST	LIFT STATION	PI	POINT OF INTERSECTION	TM	TAX MAP
BOC	BACK OF CURB	EM	ELECTRIC METER	LME	LAKE MAINTENANCE EASEMENT	PRKG	PARKING	TMH	TELEPHONE MANHOLE
BP	BRICK PAVERS	ENC	ENCROACHMENT	LOC	LOCATION	PK&D	PARKER KALON NAIL AND DISK	TOB	TOP OF BANK
BOW	BACK OF WALK	EOW	EDGE OF WATER	LP	LIGHT POLE	PK/TT	PARKER KALON NAIL AND TIN TAB	TOE	TOE OF SLOPE
BRG	BEARING	EP	EDGE OF PAVEMENT	LS	LICENSED SURVEYOR	PLS	PROFESSIONAL LAND SURVEYOR	TP	TRAVERSE POINT
BW	BARBED WIRE	ESB	ELECTRIC SERVICE BOX	M	MEASURED	POB	POINT OF BEGINNING	TR	TELEPHONE RISER
C&G	CURB AND GUTTER	ESMT	EASEMENT	MAX	MAXIMUM	POC	POINT OF COMMENCEMENT	TRANS	TRANSFORMER
C&T	CULPEPPER & TERPENING	EX.	EXISTING	MB	MAIL BOX	PP	POWER POLE	TSB	TRAFFIC SIGNAL BOX
C/O	CUT OUT	EXT	EXTENDED	MEAS	MEASURED	PRC	POINT OF REVERSE CURVATURE	TT	TIN TAB
C	CALCULATED	FNC	FENCE	MES	MITERED END SECTION	PRO	PRORATED DISTANCE	TWP	TOWNSHIP
CATV	CABLE TELEVISION BOX	FC	"F" CURB	MH	MAN HOLE	PROP	PROPOSED	TYP	TYPICAL
CB	CATCH BASIN	FDC	FIRE DEPARTMENT CONNECTION	MHWL	MEAN HIGH WATER LINE	PRM	PERMANENT REFERENCE MONUMENT	U/C	UNDER CONSTRUCTION
CBS	CONCRETE BLOCK STRUCTURE	FECRR	FLORIDA EAST COAST RAILROAD	MIN	MINIMUM	PSM	PROFESSIONAL SURVEYOR & MAPPER	U.E.	UTILITY EASEMENT
CHD	CHORD	FFE	FINISHED FLOOR ELEVATION	MN	MAGNETIC NAIL	PSWL	PLASTIC SWALE	UP	UTILITY POLE
CI	CURB INLET	FH	FIRE HYDRANT	MN&D	MAGNETIC NAIL & DISK	PT	POINT OF TANGENCY	UR	UTILITY RISER
CL	CENTERLINE	FND	FOUND	MIT	MITERED END	P.U.E.	PRIVATE UTILITY EASEMENT	UW	UNDER WATER
CLF	CHAIN LINK FENCE	FOC	FACE OF CURB	MW	MONITORING WELL	PVC	POLYVINYL CHLORIDE	VC	VALLEY CURB
CM	CONCRETE MONUMENT	FOW	FACE OF WALK	M&B	METES AND BOUNDS	R/C	ROD AND CAP	VLT	VAULT
CMP	CORRUGATED METAL PIPE	FPL	FLORIDA POWER & LIGHT	N&D	NAIL AND DISK	R/W	RIGHT-OF-WAY	WD/F	WOOD FENCE
CO	CLEAN OUT	GA	GREEN AREA	N	NAIL	R	RADIUS	WL	WATER LINE
COR	CORNER	GMH	GAS MANHOLE	NA	NON-APPLICABLE	RCP	REINFORCED CONCRETE PIPE	WM	WATER METER
CONC	CONCRETE	GND	GROUND	NAVD	NORTH AMERICAN VERTICAL DATUM	RFL	ROOF LINE	WP	WELL POINT
CONST	CONSTRUCTION	GRD	GRUNDER	NGVD	NATIONAL GEODETIC VERTICAL DATUM	RGE	RANGE	WPP	WOOD POWER POLE
COV	COVERED	HC	HEADER CURB	NO	NUMBER	RLS	REGISTERED LAND SURVEYOR	WS	WATER SERVICE
CE	COVERED ENTRY	HCP	HANDI-CAP	NTS	NOT TO SCALE	RP	RADIUS POINT	WV	WATER VALVE
COVP	COVERED PORCH	HDPE	HIGH DENSITY POLYETHYLENE	O/A	OVERALL	RR	RAILROAD		
CPP	CONCRETE POWER POLE	HGW	HOG WIRE	O/S	OFFSET	RRS	RAILROAD SPIKE		
CPP/PE	CORRUGATED PLASTIC PIPE	HW	HEADWALL	OE	OVERHEAD EASEMENT	S/W	SIDEWALK		
CS	CONCRETE SLAB	HYD	HYDRANT	OHE	OVERHEAD ELECTRIC	SMH	SANITARY SEWER MANHOLE		
Δ	DELTA ANGLE	ICV	IRRIGATION CONTROL VALVE	OHU	OVERHEAD UTILITY	SBT	SOUTHERN BELL TELEPHONE		
D/F	DRAIN FIELD	ID	IDENTIFICATION	OR	OFFICIAL RECORD	SEC	SECTION		
D	DEED INFORMATION	ILL	ILLEGIBLE	ORB	OFFICIAL RECORD BOOK	SF	SQUARE FEET		

LEGEND

- = POSTED SIGN
- = LIGHT POLE
- = WOOD POWER POLE
- WPB = WIRE PULL BOX
- BFP = BACK-FLOW PREVENTOR
- WM = WATER METER
- WV = WATER VALVE
- HYD = FIRE HYDRANT
- CO = CLEAN-OUT
- = CURB INLET TYPE 6
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- YRD = YARD DRAIN
- IV = IRRIGATION VALVE
- ICV = IRRIGATION CONTROL VALVE
- BST = BELLSOUTH TELEPHONE RISER
- BST = BELLSOUTH TELEPHONE MANHOLE
- GR = GREASE TRAP
- TS = TRAFFIC SIGNAL BOX
- DDCV = DOUBLE DETECTOR CHECK VALVE
- FDC = FIRE DEPARTMENT CONECTOR
- FIP = FIRE INDICATOR POST
- ELC = ELECTRIC METER
- GV = GAS VALVE
- = CATCH BASIN
- MES = MITERED END SECTION
- = CONCRETE POWER POLE
- ESB = ELECTRIC SERVICE BOX
- AIR = AIR RELEASE VALVE
- SV = SANITARY VALVE



LEGAL DESCRIPTION:

LOTS 1, 2 AND 3, BLOCK 2, MARAVILLA PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 13, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; TOGETHER WITH THE WEST 7.5 FEET OF VACATED ALLEY ADJACENT TO BLOCK 2, MISIK'S RESUB OF PART OF MARAVILLA PARK, AS RECORDED IN PLAT BOOK 9, PAGE 60, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AS SET FORTH IN ORDINANCE NO. E-358, RECORDED IN OFFICIAL RECORD BOOK 150, PAGE 394, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ADDRESS: 2706 SUNRISE BOULEVARD
FORT PIERCE, FL 34982

NOTES:

SUBJECT TO ANY APPLICABLE EASEMENTS, RIGHTS-OF-WAY, OR OTHER RESTRICTIONS OF RECORD.

A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN MADE BY THIS OFFICE.

ELEVATIONS ARE IN FEET AND RELATED TO ST. LUCIE COUNTY BENCHMARK, BOXCUT - CORTEZ HAVING A PUBLISHED ELEVATION = 5.92 (METERS) NAVD 1988, CONVERTED TO 19.42 (FEET) NAVD 1988.

BEARINGS SHOWN HEREON ARE BASED UPON AN THE NORTH RIGHT OF WAY LINE OF JASMINE AVENUE, HAVING AN ASSUMED BEARING OF N 90°00'00" E. ALL OTHER BEARINGS ARE RELATIVE THERETO.

PROPERTY LIES IN F.I.R.M. ZONE "X", AS SHOWN ON MAP NUMBER 12111C0187 J, DATED 02/16/12. FLOOD ZONES ARE APPROXIMATE AS SCALED FROM FLOOD INSURANCE RATE MAPS.

IN ACCORDANCE WITH CHAPTER 5J-17.051, ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY, IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THE EXPECTED USE OF THE SURVEY AND MAP IS COMMERCIAL.

ALL DISTANCES AND ELEVATIONS SHOWN ARE IN ACCORD WITH THE UNITED STATES STANDARD USING FEET.

ALL DIRECTIONAL MEASUREMENTS SHOWN ARE IN THE FORMAT OF DEGREES, MINUTES AND SECONDS.

LEGAL DESCRIPTION FROM QUIT CLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 3310, PAGE 2179, SAINT LUCIE COUNTY PUBLIC RECORDS.

BOUNDARY & TOPOGRAPHICAL SURVEY FIELD DATE: 08/09/18.

LOT CONTAINS 46,659 SQUARE FEET.

CERTIFIED TO:

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA (PSM)# 6285

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FLORIDA 34953
PHONE (772) 879-0477
Web Site: www.velcongroup.com
VELCON ENGINEERING & SURVEYING

BOUNDARY & TOPOGRAPHICAL SURVEY
PREPARED FOR
SUNRISE PRESCHOOL

REVISIONS | BY: | DATE:

DRAWN BY: G SANTOIEMMA
APPROVED BY: R. KEMERSON
SCALE: 1" = 20'
DATE: 08/10/18
FIELD BOOK/PAGES: PLANS

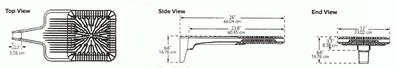
JOB NUMBER: 18-1028

SHEET: 1 OF 1

ECF EcoForm LED luminaire

Dimensions – EcoForm with Retrofit Arm Mount (RAM)

Top View | Side View | End View



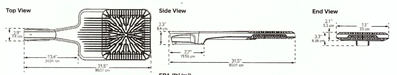
EPA (ft²/m²)

Single	Twin (@180)	3/4@90
0.3 / 0.028	0.6 / 0.056	0.7 / 0.065

Approximate Luminaire Weight: 21 Lbs (9.53 Kg)

Dimensions – EcoForm with Mast Arm Fitter (MA)

Top View | Side View | End View



EPA (ft²/m²)

Single: 0.51 / 0.047

Approximate Luminaire Weight: 21.5 Lbs (9.77 Kg)

Dimensions – EcoForm with Wall Mount (WS)

Top View | Side View | End View



Approximate Luminaire Weight: 23.36 Lbs (10.6 Kg)

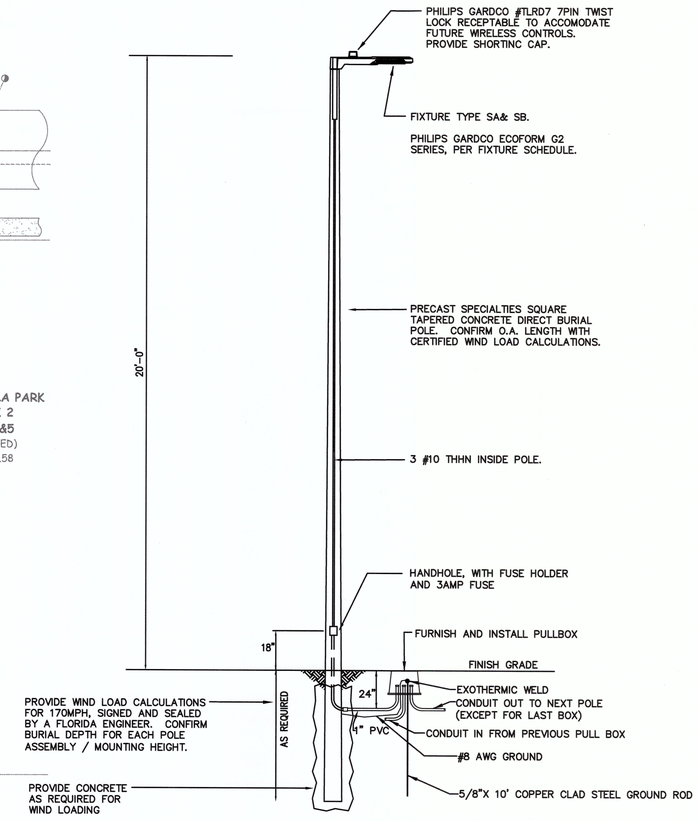
Dimensions – EcoForm with wireless controls (luminaire mounted controller)

Top View | Side View | End View



ELECTRICAL SITE PLAN

SCALE 1" = 20'-0"



LIGHT POLE DETAIL "SA" & "SB"

N.T.S.

Luminaire Schedule									
Project: SUNRISE PRESCHOOL SITE REV1 08-27-2018									
Symbol	Qty	Label	Description	Lumens/Lamp	LLD	LDD	BF	LLF	Lum. Watts	Total Watts
	1	SA	PHILIPS GARDCO ECF-S-32L-1A-NW-G2-3-HIS POLE MOUNT 20' AFG	N.A.	0.900	0.900	1.000	0.810	110.7	110.7
	3	SB	PHILIPS GARDCO ECF-S-48L-1A-NW-G2-4-HIS POLE MOUNT 20' AFG	N.A.	0.900	0.900	1.000	0.810	161	483
	1	SC	PHILIPS GARDCO ECF-S-32L-530-NW-G2-2-HIS POLE MOUNT 20' AFG	N.A.	0.900	0.900	1.000	0.810	54	54

PHOTOMETRIC ANALYSIS NOTES:

THIS PARKING AREA IS WITHIN THE CITY OF FORT PIERCE, AND IS SUBJECT TO LIGHTING REGULATIONS FOUND IN CHAPTER 22, ARTICLE IV, SECTIONS 22-58 AND 22-60 OF THE FORT PIERCE MUNICIPAL CODE.

22-58

CODE REQUIRES THE INTERIOR SIDEWALKS SHALL BE PROVIDED WITH A MINIMUM AVERAGE OF ONE FOOT-CANDLE. THE TWO INTERIOR PRIVATE SIDEWALKS, IDENTIFIED AS "EGRESS" IN THE CALCULATION SUMMARY, HAVE AVERAGE ILLUMINATIONS 1.56 AND 2.26 FC. THIS COMPLIES WITH CODE.

22-60

(1)b. CODE REQUIRES THE OFF-STREET PARKING IN THIS CASE SHALL BE PROVIDED WITH A MINIMUM AVERAGE OF TWO FOOTCANDLES ON THE PAVEMENT. THIS PLAN PROVIDES AN AVERAGE OF 2.4 FOOT-CANDLES IN THE PARKING AREA.

(2) THIS PLAN PROVIDES A UNIFORMITY RATIO OF 2.0 TO 1, WHICH COMPLIES WITH CODE.

(3) LIGHTING CONTROL IS BY ASTRONOMIC TIME CLOCK. THIS COMPLIES WITH CODE.

(4) SPILL TO THE NORTH IS ONTO ROSEDALE AVENUE AND IS PROPOSED AS NOT OBJECTIONABLE. MAXIMUM SPILL TO THE EAST IS 0.5 AT THE PROPERTY LINE. SPILL TO THE SOUTH IS A MAXIMUM OF 0.4 FC AT THE PROPERTY LINE. MAXIMUM SPILL TO THE WEST IS 0.3 FC. THESE VALUES COMPLY WITH THE CODE FOR SPILL.

THE LIGHTING PLAN INCLUDES FIXTURES MOUNTED ON THE WEST ELEVATION OF THE NEW BUILDING AT 8 FEET. FIXTURES ON POLES AND THE BUILDING ARE FULL-CUTOFF TYPE. LIGHTING TECHNOLOGY IS LED.

Calculation Summary							
Project: SUNRISE PRESCHOOL SITE REV1 08-27-2018							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
EGRESS BETWEEN OLD AND NEW BLDG_Top	Illuminance	Fc	1.56	2.2	1.0	1.56	2.20
EGRESS PATH_Top	Illuminance	Fc	2.26	3.8	1.0	2.26	3.80
PROPERTY LINE	Illuminance	Fc	0.19	0.5	0.0	N.A.	N.A.
DRIVE	Illuminance	Fc	2.19	4.6	1.0	2.19	4.60
PARKING	Illuminance	Fc	2.40	4.6	1.2	2.00	3.83

NO.	DATE	REVISIONS	DR	CK	APP

Fort Pierce Engineering, Inc.
Dependable Mechanical, Electrical & Plumbing Design
C.A. No. 28173

315 South 7th Street
Fort Pierce, FL. 34950
Phone: 772 672-4636
Fax: 772 672-4637

CLIENT:
ARCHITECTONIC INC.
806 DELAWARE AVE.
FORT PIERCE, FLORIDA
34950

PROJECT NAME:
SUNRISE PRESCHOOL

PROJECT LOCATION:
2706 SUNRISE BLVD.
FORT PIERCE, FLORIDA

ENGINEER SEAL

TIMOTHY C. TREWYN LICENSE No 61580 STATE OF FLORIDA PROFESSIONAL ENGINEER 8/28/18

Timothy C. Trewyn, PE
P.E. No. 61580

THESE DOCUMENTS, ALONG WITH THE CONCEPTS AND OR DESIGNS PRESENTED HEREIN ARE INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH THEY WERE PREPARED AND NOT FOR ANY OTHER PROJECT OR CLIENT WITHOUT THE EXPRESSED WRITTEN CONSENT OF FORT PIERCE ENGINEERING, INC. WHEN THEY WERE PREPARED BESIDE OR IMPROPER RELIANCE ON THESE DOCUMENTS WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY FORT PIERCE ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO THE SAME. COPYRIGHT (C) 2006, FORT PIERCE ENGINEERING, INC. ALL RIGHTS RESERVED.

SHEET TITLE

ELECTRICAL SITE PLAN LIGHTING

ISSUE DATE: 08-28-2018

DRAWN: TEC

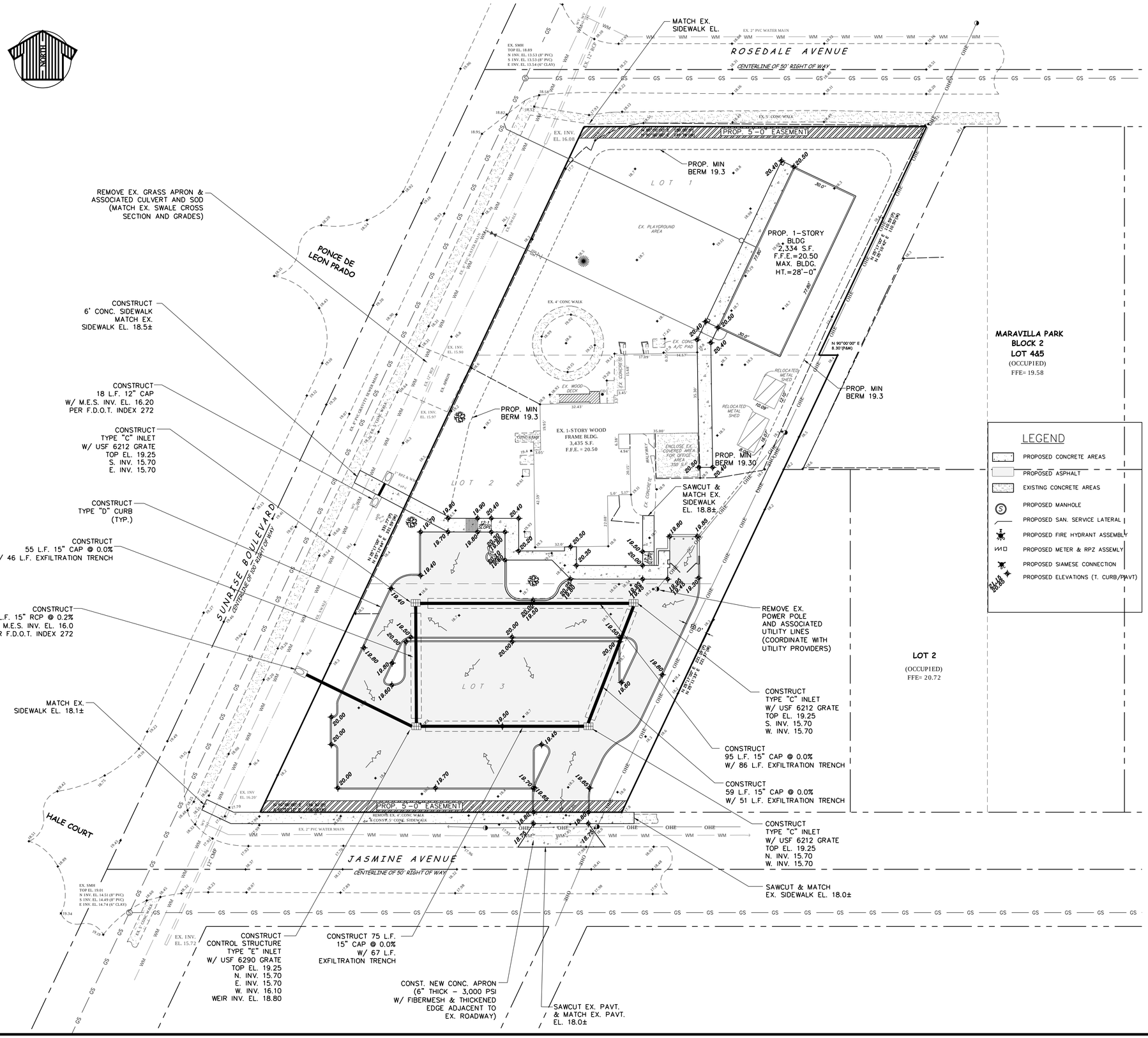
APPROVED: TCT

DRAWING NUMBER

E-1.2

SHEET 1 OF 1

18001-23



GENERAL NOTES:

1.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING ABOVE-GROUND, UNDERGROUND, AND ON THE SURFACE STRUCTURES AND UTILITIES AGAINST THE CONSTRUCTION OPERATION THAT MAY CAUSE DAMAGE TO SAID FACILITIES.

2.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED TESTS TO BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY APPROVED BY THE ENGINEER.

3.) THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS PRIOR TO ANY REQUIRED INSPECTIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY FOR INSPECTION AND/OR TEST.

4.) THE CONTRACTOR SHALL GIVE ADEQUATE NOTIFICATION TO ALL AFFECTED UTILITY OWNERS FOR REMOVAL, RELOCATION AND ALTERATION OF THEIR EXISTING FACILITIES.

5.) WHERE ENCOUNTERED, UNSUITABLE MATERIAL SHALL BE REMOVED TO A DEPTH AND AREA DETERMINED BY THE ENGINEER AND BACKFILLED WITH CLEAN GRANULAR SAND OR SELECT MATERIAL APPROVED BY THE ENGINEER. BACKFILLING SHALL BE IN LAYERS NOT GREATER THAN 8" THICKNESS AND COMPACTED TO 98 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180.

6.) ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER AND SHALL MEET WITH ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL REGULATIONS AND/OR CODES, INCLUDING OSHA.

7.) THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND/OR LICENSES TO COMMENCE CONSTRUCTION.

8.) ALL CONCRETE SHALL DEVELOP A 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI UNLESS OTHERWISE NOTED.

9.) ALL REINFORCING STEEL SHALL CONFORM TO ASTMA-615 AND HAVE A TENSILE STRENGTH OF 60,000 PSI OR OTHERWISE NOTED.

10.) THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE THAT PROJECT HAS BEEN ACCEPTED. ALL FAULTY CONSTRUCTION AND/OR MATERIAL DURING AFORESAID PERIOD SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

11.) THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE, AT ALL TIMES, ONE COPY OF PLANS, SPECIFICATIONS, AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.

12.) CONTRACTOR IS RESPONSIBLE FOR CHECKING ACTUAL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.

13.) ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK.

14.) NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

15.) SWALE AREAS IN THE CITY RIGHT-OF-WAY SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR RECEIVE SOLID SOD.

16.) STREET OR HIGHWAY RESTORATION TO BE DONE AS PER LOCAL OR STATE AGENCY HAVING JURISDICTION.

17.) THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS OF THE STATE, COUNTY AND CITY AUTHORITIES REGARDING CLOSING OR RESTRICTING THE USE OF PUBLIC STREETS OR HIGHWAYS.

18.) TRAFFIC CONTROL ON ALL COUNTY AND STATE HIGHWAY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND LOCAL AGENCY HAVING JURISDICTION.

DRAINAGE NOTES:

1.) ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED BASED ON THE BEST INFORMATION AVAILABLE. IT IS POSSIBLE, HOWEVER, THAT CERTAIN UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ACTUAL LOCATIONS PRIOR TO ANY CONSTRUCTION.

2.) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS, LATEST EDITION.

3.) ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE COUNTY SURVEYOR WITHOUT DELAY BY TELEPHONE.

4.) MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", AND THE FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS", LATEST EDITIONS.

5.) THERE SHALL BE ONE (1) COMPACTION TEST PER 500 FEET, OR PORTION THEREOF, OF ROADWAY.

6.) COMPACTION REQUIREMENTS FOR PIPE BEDS SHALL BE 90% OF MAXIMUM DRY DENSITY.

7.) UPON COMPLETION OF CONSTRUCTION, THE ENGINEER SHALL BE NOTIFIED FOR FINAL INSPECTION.

8.) TEMPORARY DRAINAGE SHALL BE PROVIDED DURING CONSTRUCTION TO ELIMINATE ANY FLOODING OF PRIVATE PROPERTY.

9.) UNSTABLE MATERIALS SHALL BE REMOVED FROM CONSTRUCTION AREAS AND BACKFILLED WITH SUITABLE MATERIALS.

10.) CONSTRUCTION SHALL INCLUDE REPLACING WITH MATCHING METALS, DRIVEWAYS, WALKS, MAILBOXES, CURBS AND LANDSCAPING THAT ARE DAMAGED OR REMOVED DUE TO CONSTRUCTION. THIS WORK SHALL BE COORDINATED WITH PROPERTY OWNERS.

11.) ALL STORM SEWER LINES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF CONSTRUCTION.

12.) ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY OF FORT PIERCE AND THE DESIGN ENGINEER.

13.) THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT EXISTING TREES SHOWN TO REMAIN. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION.

14.) ALL DELINEATED WETLAND AREAS SHALL BE STAKED AND FENCED WITH TYPE IV SILT FENCING PRIOR TO CONSTRUCTION. FENCING SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETED.

15.) IF ANY TREES MARKED TO BE REMOVED CAN BE SAVED, THE CONTRACTOR SHALL SAVE SAID TREES. SHOULD ADDITIONAL TREES NEED TO BE REMOVED, THE CONTRACTOR SHALL FIRST NOTIFY THE OWNER AND THE ENGINEER FOR APPROVAL.

16.) MITERED END SECTIONS SPECIFIED ON THE PLANS SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 272.

17.) IF EXCAVATED MATERIALS ARE ACCEPTABLE, STOCKPILE EXCESS FOR USE IN LANDSCAPER BERMS.

18.) UNUSABLE CLEARED MATERIAL SHALL BE REMOVED FROM SITE AND HAULED TO AN APPROVED SITE. AS AN ALTERNATIVE, BURNING ON SITE WILL BE ALLOWED WITH PROPER PERMITS. LOCATION OF BURN SITE SHALL BE APPROVED BY OWNER.

19.) ALL ROOFTOP RUNOFF AND DOWNSPOUTS ARE DIRECTED TO THE FRONT OR REAR OF THE BUILDING.

20.) BOUNDARY INFORMATION PREPARED BY LANDTEC SURVEYING INVOICE NO. 01-58144. TOPOGRAPHIC INFORMATION PREPARED BY VELCON GROUP, INC. JOB NO. 16-004. ALL ELEVATIONS PER BENCHMARKS REFERENCED ON SPECIAL PURPOSE SURVEY.

21.) ALL SWALES & BERMS SHALL RECEIVE SOD TREATMENTS.

22.) ALL CATCH BASINS INSTALLED ARE PER F.D.O.T. INDEX 201.

SUNSHINE STATE ONE-CALL OF FLORIDA, INC.
1-800-432-4770
www.callsunshine.com
BEFORE YOU DIG
CALL TWO (2) BUSINESS DAYS
WAIT FOR THE SITE TO BE MARKED
RESPECT THE MARKS
DIG SAFELY.

SEAL

ENGINEER'S APPROVAL

M. RANDALL RODGERS P.E. No. 68212

DATE

VELCON ENGINEERING & SURVEYING LLC
702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34953
PHONE: (772) 879-0477
FBPE C.O.A. # 32222

REVISIONS

BY	DATE	DESCRIPTION
-	-	-
-	-	-

PAVING, GRADING & DRAINAGE PLAN & NOTES

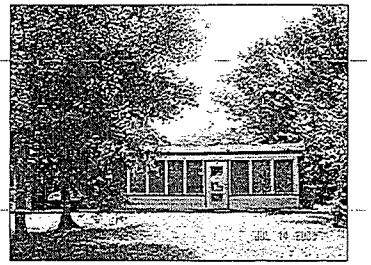
SUNRISE PRESCHOOL
2706 SUNRISE BLVD
CITY OF FORT PIERCE, FL

SCALE: 1" = 20'
DATE: 08/13/18
DRAWN BY: RR
CHECKED BY: RR
CADD FILE NO.: 18-1028ENG

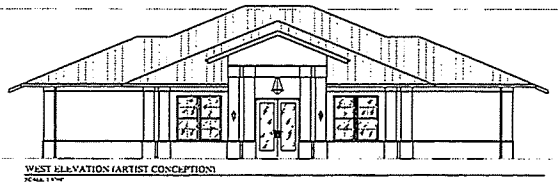
SHEET NO.: 3
OF : 7

JOB No. : 18-1028ENG

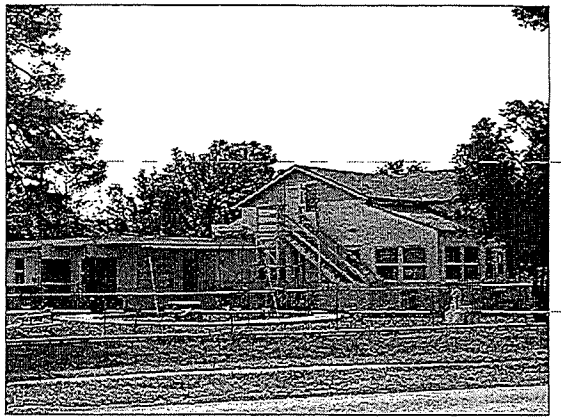
Sunrise Country Preschool
Proposed New Building on existing site
Proposed Elevations and surrounding elevations



2616 Sunrise Blvd.



Proposed New Building



2706 Sunrise Blvd.
Existing building on site

*All elevations shown are west facing

Sunrise Preschool Addition – Traffic Impact Study
Executive Summary

Project Description

- Location: ½ mile south of Virginia Avenue on Sunrise Boulevard (Jasmine Avenue & Sunrise Boulevard)
- Size: 3,049 SF additional building & 3,484 SF existing building
- Major Area on Influence Boundaries: Sunrise Boulevard, Edwards Road, South 25th Street, Oleander Boulevard, Virginia Avenue, and US Highway No. 1
- Significant Roads: Sunrise Boulevard and Edwards Road
- Significant Intersections: Sunrise Boulevard & Edwards Road, Sunrise Boulevard & Virginia Avenue

Project Traffic

- Trip Generation: "ITE Manual - Code 565" 3,049 SF
  - ADT = 181 Vehicles/day
  - AM Peak Hour = 28 Vehicles/peak hour
  - PM Peak Hour = 28 Vehicles/peak hour
- AM Peak Hour Directional % (ingress/egress): 53% entering (15 vph)/47% exiting (13 vph).
- PM Peak Hour Directional % (ingress/egress): 47% entering (13 vph)/53% exiting (15 vph).
- Traffic Count Factors Applied: 0.5% annual growth to 2017 forecast year.
- Internal Capture: none
- Pass-by Capture: 25% (new trips = 75%)

Findings

- The traffic impact of the Sunrise Preschool addition will have a minimal effect on the levels of service within the project impact area.
- This report shows that there are no changes in the Level of Service of the roadway network as a result of the proposed project.
- This report shows that there are no changes in the Level of Service of the intersections as a result of the proposed project.
- The following roadway links experience a LOS of E in both the Pre-Development and Post-Development Condition:

  - US Highway 1 – North of Virginia Ave

  The proposed project contributes less than 1% on the above mentioned roadway links. As such the project impact on this intersection is de minimis.
- The following intersections experience a LOS of E in both the Pre-Development and Post-Development Condition:

  - 25th Street and Virginia Ave
  - US Highway 1 and Edwards Road

  The proposed project contributes less than 1% on the above mentioned roadway intersections. As such the project impact on this intersection is de minimis.

CITY OF FORT PIERCE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	SF/Residential	RL/Low Density Residential	R2
South	SF/Residential	RL/Low Density Residential	R2
East	SF/Residential	RL/Low Density Residential	R2
West	SF/Residential	RL/Low Density Residential	R2

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RL/Low Density Residential	R2	3484	1.06	X
****Proposed**	RL/Low Density Residential	R2	3049	1.06	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	435 Total gallons per day
**Proposed Zoning/FLU	381 Total gallons per day
**Change in Demand	816 Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	348 Total gallons per day
**Proposed Zoning/FLU	304 Total gallons per day
**Change in Demand	652 Total gallons per day

C. Parks and Recreation (Residential Classifications Only): N/A
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only): N/A
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

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/FLU	2 yards
****Proposed Zoning/FLU**	2 yards
***Change in Demand**	4 yards

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	No Change

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity See Traffic Impact Study		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [X] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
Daycare Classroom Building	N/A	6533	1.06	Oct 2011	Oct 2012

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [X] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [X] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? _____

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

See Traffic Impact Study

ite Institute of Transportation Engineers

Trip Generation Data Form (Part 1)

Land Use/Building Type:[1]	ITE Land Use Code:
Source:	Source Number:
Name of Development:	Day of the Week:
City: State/Province: Zip/Postal Code:	Day: Month: Year:
Country:	Metropolitan Area:

1. For fast-food land use, please specify if hamburger- or nonhamburger-based.

Location Within Area:

☐ (1) CBD ☐ (2) Urban (Non-CBD) ☐ (3) Suburban (Non-CBD) ☐ (4) Suburban CBD ☐ (5) Rural ☐ (6) Freeway Interchange Area (Rural) ☐ (7) Not Given

Detailed Description of Development:[3]

Independent Variable: (Include data for as many as possible)[2]	Actual	Estimated
_____ (1) Employees (#)	☐	☐
_____ (2) Persons (#)	☐	☐
_____ (3) Total Units (#) (Indicate unit: _____)	☐	☐
_____ (4) Occupied Units (#) (Indicate unit: _____)	☐	☐
_____ (5) Gross Floor Area (gross sq. ft.) (% of development occupied _____)	☐	☐
_____ (6) Net Rentable Area (sq. ft.)	☐	☐
_____ (7) Gross Leasable Area (sq. ft.) (% of development occupied _____)	☐	☐
_____ (8) Total Acres (% developed: _____)	☐	☐
_____ (9) Parking Spaces (% occupied: _____)	☐	☐
_____ (10) Beds (% occupied: _____)	☐	☐
_____ (11) Seats (#)	☐	☐
_____ (12) Servicing Positions/Vehicle Fueling Positions	☐	☐
_____ (13) Shopping Center % Out-parcels/pads	☐	☐
_____ (14) A.M. Peak Hour Volume of Adjacent Street Traffic	☐	☐
_____ (15) P.M. Peak Hour Volume of Adjacent Street Traffic	☐	☐
_____ (16) Other _____	☐	☐
_____ (17) Other _____	☐	☐

2. Definitions for several independent variables can be found in the *Trip Generation*, Second Edition, *User's Guide* Glossary.

3. Please provide all pertinent information to describe the subject project, including the presence of bicycle/pedestrian facilities. To report bicycle/pedestrian volumes, please refer to Part 4 of this data form.

Other Data:

Vehicle Occupancy (#):
_____ A.M. _____ P.M. _____ 24-hour %

Percent by Transit:
_____ A.M. % _____ P.M. % _____ 24-hour %

Percent by Carpool/Vanpool:
_____ A.M. % _____ P.M. % _____ 24-hour %

Employees by Shift:

	Start Time	End Time	Employees (#)
First Shift:	_____	_____	_____
Second Shift:	_____	_____	_____
Third Shift:	_____	_____	_____

Parking Cost on Site: Hourly _____ Daily _____

Transportation Demand Management (TDM) Information:

At the time of this study, was there a TDM program (that may have impacted the trip generation characteristics of this site) underway?

☐ No

☐ Yes (If yes, please check appropriate box/boxes, describe the nature of the TDM program(s) and provide a source for any studies that may help quantify this impact. Attach additional sheets if necessary)

☐ (1) Transit Service
☐ (2) Carpool Programs
☐ (3) Vanpool Programs
☐ (4) Bicycle/Pedestrian Facilities and Site Improvements
☐ (5) Employer Support Measures
☐ (6) Preferential HOV Treatments
☐ (7) Transit and Ridesharing Incentives
☐ (8) Parking Supply and Pricing Management
☐ (9) Tolls and Congestion Pricing
☐ (10) Variable Work Hours/Compressed Work Weeks
☐ (11) Telecommuting
☐ (12) Other _____

Please Complete Form on Other Side

ite Institute of Transportation Engineers

Trip Generation Data Form (Part 2)

Summary of Driveway Volumes *(All = All Vehicles Counted, Including Trucks; Trucks = Heavy Duty Trucks and Buses)*

	Average Weekday (M-F)						Saturday						Sunday					
	Enter		Exit		Total		Enter		Exit		Total		Enter		Exit		Total	
	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks	All	Trucks
24-Hour Volume																		
A.M. Peak Hour of Adjacent Street Traffic (7 – 9) Time (ex.: 7:15 - 8:15):																		
P.M. Peak Hour of Adjacent Street Traffic (4 – 6) Time:																		
A.M. Peak Hour Generator[2] Time:																		
P.M. Peak Hour Generator[2] Time:																		
Peak Hour Generator[3] Time (Weekend):																		

[1] Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.). Please specify the peak hour.
[2] Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
[3] Highest hourly volume during the entire day. Please specify the peak hour.
Please refer to the *Trip Generation User's Guide* for full definition of terms.

Hourly Driveway Volumes- Average Weekday (M-F)

A.M. Period	Enter		Exit		Total		Mid-Day Period	Enter		Exit		Total		P.M. Period	Enter		Exit		Total	
	All	Trucks	All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks
6:00-7:00							11:00-12:00							3:00-4:00						
6:15-7:15							11:15-12:15							3:15-4:15						
6:30-7:30							11:30-12:30							3:30-4:30						
6:45-7:45							11:45-12:45							3:45-4:45						
7:00-8:00							12:00-1:00							4:00-5:00						
7:15-8:15							12:15-1:15							4:15-5:15						
7:30-8:30							12:30-1:30							4:30-5:30						
7:45-8:45							12:45-1:45							4:45-5:45						
8:00-9:00							1:00-2:00							5:00-6:00						

☐ **Check if Part 3, 4 and/or additional information is attached.**

Survey conducted by: Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____ E-mail: _____

Please return to: Institute of Transportation Engineers
Technical Projects Division
1099 14th Street, NW, Suite 300 West
Washington, DC 20005-3438 USA
Telephone: +1 202-289-0222
Fax: +1 202-289-7722
ITE on the Web: www.ite.org

Institute of Transportation Engineers

Trip Generation Data Form (Part 3)

Name/Organization: _____ **City/State:** _____

Telephone Number: _____

Detailed Driveway Volumes: Attach this sheet to Parts 1 and 2 if you are providing additional information.

Day of the week: _____ *(All = All Vehicles Counted, Including Trucks; Trucks = Heavy Duty Trucks and Buses)*

A.M. Period	Enter		Exit		Total		P.M. Period	Enter		Exit		Total	
	All	Trucks	All	Trucks	All	Trucks		All	Trucks	All	Trucks	All	Trucks
12:00-12:15							12:00-12:15						
12:15-12:30							12:15-12:30						
12:30-12:45							12:30-12:45						
12:45-1:00							12:45-1:00						
1:00-1:15							1:00-1:15						
1:15-1:30							1:15-1:30						
1:30-1:45							1:30-1:45						
1:45-2:00							1:45-2:00						
2:00-2:15							2:00-2:15						
2:15-2:30							2:15-2:30						
2:30-2:45							2:30-2:45						
2:45-3:00							2:45-3:00						
3:00-3:15							3:00-3:15						
3:15-3:30							3:15-3:30						
3:30-3:45							3:30-3:45						
3:45-4:00							3:45-4:00						
4:00-4:15							4:00-4:15						
4:15-4:30							4:15-4:30						
4:30-4:45							4:30-4:45						
4:45-5:00							4:45-5:00						
5:00-5:15							5:00-5:15						
5:15-5:30							5:15-5:30						
5:30-5:45							5:30-5:45						
5:45-6:00							5:45-6:00						
6:00-6:15							6:00-6:15						
6:15-6:30							6:15-6:30						
6:30-6:45							6:30-6:45						
6:45-7:00							6:45-7:00						
7:00-7:15							7:00-7:15						
7:15-7:30							7:15-7:30						
7:30-7:45							7:30-7:45						
7:45-8:00							7:45-8:00						
8:00-8:15							8:00-8:15						
8:15-8:30							8:15-8:30						
8:30-8:45							8:30-8:45						
8:45-9:00							8:45-9:00						
9:00-9:15							9:00-9:15						
9:15-9:30							9:15-9:30						
9:30-9:45							9:30-9:45						
9:45-10:00							9:45-10:00						
10:00-10:15							10:00-10:15						
10:15-10:30							10:15-10:30						
10:30-10:45							10:30-10:45						
10:45-11:00							10:45-11:00						
11:00-11:15							11:00-11:15						
11:15-11:30							11:15-11:30						
11:30-11:45							11:30-11:45						
11:45-12:00							11:45-12:00						

ite Institute of Transportation Engineers

Trip Generation Data Form (Part 4)

Summary of Bicycle Volumes

	Average Weekday (M-F)			Saturday			Sunday		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
24-Hour Volume									
A.M. Peak Hour of Adjacent[1] Street Traffic (7 – 9) Time (ex.: 7:15 - 8:15):									
P.M. Peak Hour of Adjacent[1] Street Traffic (4 – 6) Time:									
A.M. Peak Hour Generator[2] Time:									
P.M. Peak Hour Generator[2] Time:									
Peak Hour Generator[3] Time (Weekend):									

[1] Highest hourly volume between 7 a.m. and 9 a.m. (4 p.m. and 6 p.m.) as defined in Trip Generation Data Form (Part 2). Please specify the peak hour.
[2] Highest hourly volume during the a.m. or p.m. period. Please specify the peak hour.
[3] Highest hourly volume during the entire day. Please specify the peak hour. Please attach supplemental hourly volumes.
Please refer to the *Trip Generation User's Guide* for full definition of terms.

Summary of Pedestrian Volumes

	Average Weekday (M-F)			Saturday			Sunday		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
24-Hour Volume									
A.M. Peak Hour of Adjacent[1] Street Traffic (7 – 9) Time (ex.: 7:15 - 8:15):									
P.M. Peak Hour of Adjacent[1] Street Traffic (4 – 6) Time:									
A.M. Peak Hour Generator[2] Time:									
P.M. Peak Hour Generator[2] Time:									
Peak Hour Generator[3] Time (Weekend):									

Survey conducted by: Name: _____

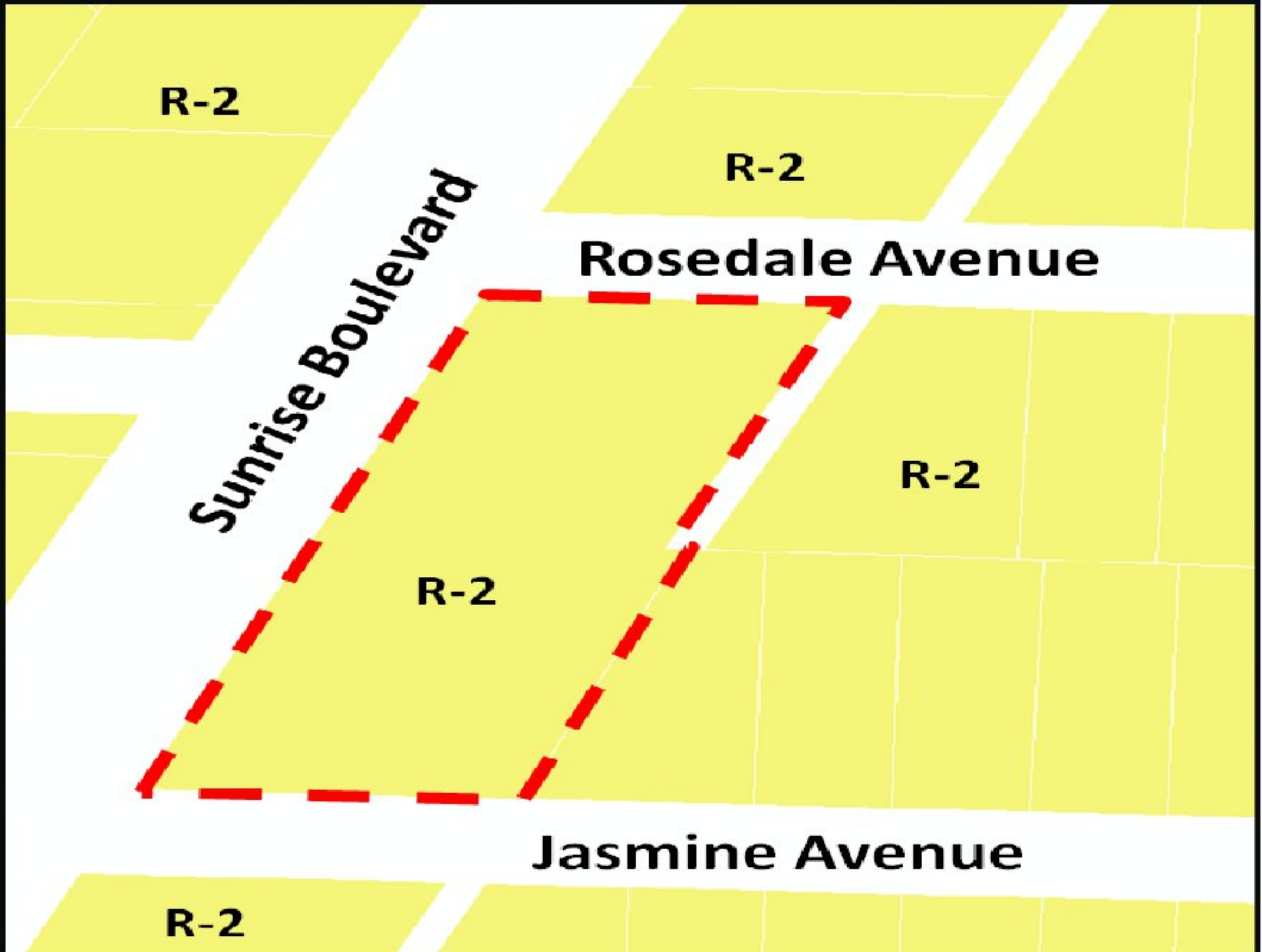
Organization: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____ E-mail: _____

Please return to: Institute of Transportation Engineers
Technical Projects Division
1099 14th Street, NW, Suite 300 West
Washington, DC 20005-3438 USA
Telephone: +1 202-289-0222
Fax: +1 202-289-7722
ITE on the Web: www.ite.org

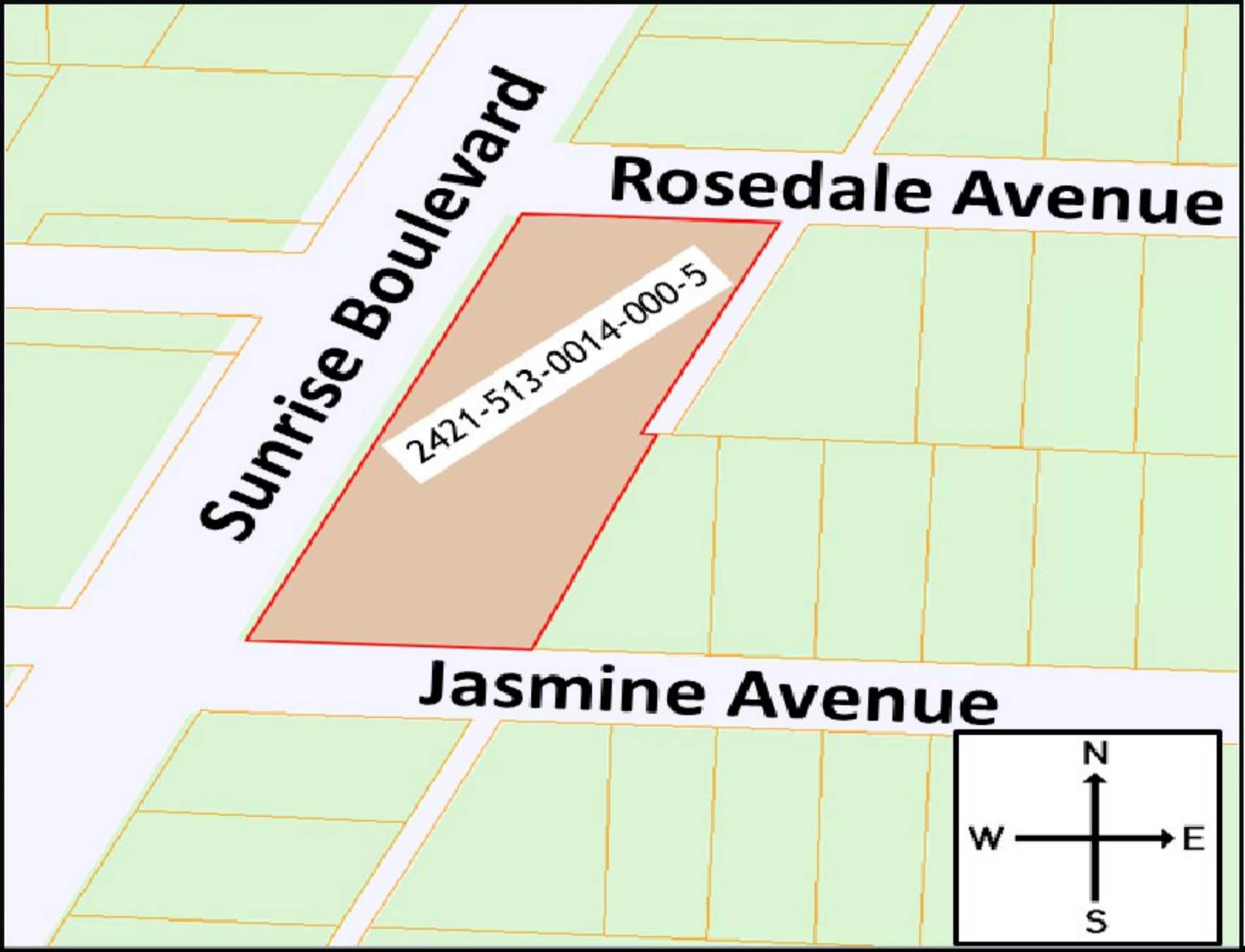


Zoning Map

2706 Sunrise Boulevard

Sunrise Country Pre-School

THE SUNRISE CITY
FORT PIERCE
Florida



Location Map

2706 Sunrise Boulevard

Sunrise Country Pre-School

THE SUNRISE CITY
FORT PIERCE
Florida

Paul Jacquin & Sons, Inc. / Michael Jacquin, President
7348 Commercial Circle
Fort Pierce, FL. 34951

Re: Conditional Use with New Construction – Sunrise Country Preschool – 2706 Sunrise Blvd.

Dear Mr. Jacquin,

The following are comments from the Planning Department's review of the application for a Conditional Use with New Construction in the R-2, Single-Family Intermediate Density Residential Zone (Please Provide a Written Response and any revisions to all responsible Departments by September 28th to be placed on the October Planning Board Agenda):

1) Per City Code Section 22-60. – Off-Street Parking and Loading. (j) Lighting. **Please provide a Lighting Plan to ensure the minimum requirement of two (2) footcandles.**

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
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 9/20/18
Property Address: 2706 Sunrise Blvd.
Property Name: Sunrise County Preschool – Cond. Use.
Project Name:
Planner: Vennis Gilmore

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: 9/19/18

Technical Review Committee meeting

September 21st, 2018

Case # 18-080000017

Sunrise Country Pre-School, 2706 Sunrise Avenue, Fort Pierce, FL 34949

Conditional use with new construction

Comments:

- Lighting does meet / exceed the city requirements as stated in the photometric plan.
- Please ensure the lighting is consistent between the new proposed addition and the existing structure, specifically the open space between the new proposed building and the rear of the existing building. The photometric plan did not show any lighting illuminance details for that area. (area right around the 350 sq foot covered exterior office space).
- Consider a conversion to a taller, CPTED style transparent fencing for added perimeter security.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Below are FPUA comments regarding the submissions for the TRC meeting on 9/20/2018.

Conditional Use with New Construction – Sunrise Country Preschool – 2706 Sunrise

Boulevard - (Vennis Gilmore)

· W/WW Engineering: Water and Wastewater are available for this site. Updated usage calculations and certified utility plans must be submitted for review and approval prior to construction. Please contact Richard Mutterback at (772) 466-1600 ext. 3425 with any questions and to schedule a pre-submittal meeting.

· Electric & Gas Engineering: Approved, no comments

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

September 19, 2018

Project: **SUNRISE COUNTRY PRESCHOOL**
Subject: **CONDITIONAL USE**
To: Vennis Gilmore
From: Grant Chambers
SLC-Engineering Division

1. The existing apron and culvert at Sunrise Boulevard should be removed.
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.

September 14th, 2018

Project: **Sunrise Country Preschool**
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:

I have no 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
SEP 07 2018

TO : Vennis Gilmore, Planning Analyst

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

RE : Sunrise Country Preschool Conditional Use – 2706 Sunrise Blvd
TRC No. 18-4000017

DATE : September 7, 2018

This is to advise you that we have completed the review of the following documents as received by this office on September 6, 2018:

- ☑ Conditional Use Application
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ P/D Drawings
- ☐ Certificate of Completion
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☑ Recommend
- ☐ Do Not Recommend

- ☑ Approval of CU
- ☐ 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 advisory comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

ENGINEERING ADVISORY COMMENTS:

1. At time of Building Permit submittal the applicant shall submit a Boundary and Topographic Survey signed and sealed by a Florida Licensed Land Surveyor and Mapper in accordance with City of Fort Pierce Code of Ordinances Section 17-27(a)(7) as the submitted survey was not certified
2. Prior to issuance of the Certificate of Occupancy, a recorded sketch and description along with a recent Owners and Encumbrances search shall be submitted encompassing the proposed 5' R/W easements along Jasmine Avenue and Rosedale Avenue.

JRA/tst/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

City Commission Regular Meeting **12.j.**

Meeting Date: 11/19/2018

Re: Site Plan & Conditional Use - The Manor ALF - 4201 S. 25th Street

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Quasi-Judicial Hearing - Application for a Conditional Use with New Construction submitted by the applicant, Red Lion Construction, Inc. to construct a new one-story 26,926 sq. ft. Assisted Living Facility at 4201 S. 25th Street, Fort Pierce, FL. The property is zoned Office Commercial Zone (C-1), Parcel ID: 2432-411-0001-000-2.

SUMMARY:

- 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 New Construction to construct a 26,926 sq. ft. assisted living facility.
- The project's floor plan will consist of thirty-two living units total. This proposed site plan will be built on vacant land and developed in two (2) phases. This assisted living facility is specifically for senior citizens; who need assistance with daily activities. Three (3) to four (4) staff members will be provided with two (2) alternating twelve (12) hour shifts.
- The 1.4 acres property is located just west of S. 25th Street between Fort Pierce Central High School and the Palm Lakes Subdivision.
- 27 letters were mailed out to property owners with-in 500 feet of the subject property
- The Planning Board voted 6-1 to recommend approval of the request as presented

RECOMMENDATION:

The proposed Site Plan, Design Review, and Conditional Use applications meets the criteria specified in Section 22-29 and 22-59 of the City Code and promotes and protects the public health, safety and general welfare; therefore Staff recommends that the Planning Board forward a recommendation of approval of the application with the following conditions:

1. Please provide secured access for the pedestrian access entrances of the refuse collection area.
2. Please provide updated architectural elevations with the identified building height, prior to city commission. (Note: Per City Code Section 22-29. Office Commercial Zone; No building shall exceed a height of sixty-five (65) feet above gra

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Application & Supporting Documents
Aerial Map
Zoning Map
Environmental Report
TRC Comments
TRC Comment Response from Applicant

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:43 PM

Form Started By: Brandon Creagan
Started On: 11/05/2018 04:31 PM
Final Approval Date: 11/14/2018

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 Site Plan Approval, Design Review, and Conditional Use**
The Manor Assisted Living Facility
4201 S. 25th Street

DATE: October 26, 2018

STAFF REPORT

Owner(s): Kelly Smith & Corine Van Grootherest
2045 SE Avon Park Drive
Port St. Lucie, FL. 34952

Applicant: Tiffany Rink & Mark Nicholas, Red Lion Construction Inc.
701 Hidden River Drive
Port St. Lucie, FL. 34983

Applicant's Request: Approval of Site Plan, Design Review, and Conditional Use Applications to construct a new one (1) story – 26,926 sq. ft. assisted living facility at 4201 S. 25th Street.

Location: 4201 S. 25th Street

Parcel ID: 2432-411-0001-000-2

Current Zoning: C-1, Office Commercial Zone

Surrounding Zoning:

North	East	South	West
R-2/AR-1	R-1	PUD	PUD

Future Land Use: RL, Low Density Residential

Site Size: 1.4 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 New Construction to construct a 26,926 sq. ft. assisted living facility. The project's floor plan will consist of thirty-two living units total. This proposed site plan will be built on vacant land and developed in two (2) phases. This assisted living facility is specifically for senior citizens; who need assistance with daily activities. Three (3) to four (4) staff members will be provided with two (2) alternating twelve (12) hour shifts. The 1.4 acres property is located just west of S. 25th Street between Fort Pierce Central High School and the Palm Lakes Subdivision.

Zoning & Land Use

The subject site is located within the Office Commercial Zone (C-1) district which is intended primarily for uses involving business and institutional uses which do not involve the direct sale or display of goods, the production of goods or the storage or shipment of bulk or large volume materials. Convenience commercial facilities, restaurants and certain other uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. Uses in this district should have good access to arterial or collector streets. This district is sometimes suitable for use as a buffer separating other commercial zones from residential districts.

The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from 1 to 6.5 dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

Conditional Use

Per City Code Section 22-76; 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 not generally appropriate for single-family, low-density environments.

The authorization of a Conditional Use with New Construction to construct a new one (1) story – 26,926 sq. ft. assisted living facility at 4201 S. 25th Street will provide an opportunity for consistency with zoning district and land use designation as the use nor the height adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare of the surrounding residential neighborhood.

Site Plan

The applicant is proposing to build a building consisting of 26,926 sq. ft. The proposed assisted living facility will consist of thirty-two (32) units. The floor plan consists of a covered driveway for the entrance of the facility, a

lobby and reception area, office space, two (2) guest/staff restrooms, sixteen (16) adult living quarters with adjoining restrooms, a kitchen/cafeteria area, a recreation area, and an open middle-courtyard after the completion of the second phase of construction.

The site plan includes proposed concrete walkways; connecting pedestrians from the sidewalk along S. 25th Street and providing access to the refuse collection area for employees. The site plan also includes a new dumpster enclosure location to the far-north of the parking lot. The site plan provides a total of twenty-two (22) parking spaces; with one being handicap accessible. Per City Code Section 22-60. Off-Street Parking and Loading requires .5 parking spaces per unit for housing for the elderly; therefore the applicant would be required to provide 16 spaces. The applicant is providing 22 spaces, which provides adequate parking. Planning staff however recommends designating an additional parking space or two to be handicap accessible.

The project will be developed in two (2) phases. The first phase will consist of sixteen (16) units and the primary support rooms. The second phase will consist of an addition sixteen (16) units; bringing the facility's total to thirty-two (32) units. The construction of the project is anticipated to commence in 2019 and is anticipated for buildout in 2020. This assisted living facility is specifically for senior citizens; who need assistance with daily activities. Three (3) to four (4) staff members will be provided with two (2) alternating twelve (12) hour shifts.

Design Review

The proposed facility will be a one (1) story building with approximately 26, 926 sq. ft. The structures design will consist of stucco siding and a barrel tile roof system. The painted stucco wall exterior will be a "Wilmington Tan". The barrel-vault tiles will have the color "Barclay". The buildings painted trim will be a "Hasbrouck Brown". The structure will stand out for its attractiveness and its compatibility with Fort Pierce Central High School to the north and the Palm Lakes Subdivision to the south. The applicant proposes to build a structure that compliments the neighborhood, as well as has a positive impact on the surrounding community.

Landscaping

The subject application would require the installation of 16; the applicant will install a total of 26 trees. The tree total consists of 5 Hollys, 4 Crape Myrtles, 3 Cassias, 12 Cabbage Palms, and 2 Chinese Fan Palms. There will also be a total of 235 plant species installed on site. Those species consist of 85 Florida Privet, 50 Firebushes, and 100 Dwarf Yaupon Hollys. Planning Staff recommended that a 6 ft. tall opaque fence align the southern and western borders of the property to buffer the proposed use from residential uses per the City Code. The applicant has obliged and will be installing the 6 ft. opaque fence and will be installing the 50 firebush species plantings along the length of the fence. Two – 15 inch Pines previously shown as mitigated have been field verified as non-native species. Non-native Ficus species are the on-site trees (2); that will be removed, with a Norfolk Island Pine (non-native) being the remaining tree also removed without mitigation. Argentine Bahia will be installed for sod.

Traffic Impact Statement

The results of the report prepared for the proposed The Manor Adult Assisted Living Facility indicate that the traffic impacts of the project will not decrease the capacity of any roadway link on the roadway network of St. Lucie County and the Florida Department of Transportation to an unacceptable level within the study area and no capacity related roadway improvements would be required.

Planning Board:

The Planning Board at their meeting on October 9, 2018 voted 6-1 to recommend approval of the request as presented.

Public Notification:

27 letters were mailed out to property owners with-in 500 feet of the subject property. O letters have been returned as of October 26, 2018. An update will be given at the City Commission meeting.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with New Construction with 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.

Staff Recommendation

The proposed Site Plan, Design Review, and Conditional Use applications meets the criteria specified in Section 22-29 and 22-59 of the City Code and promotes and protects the public health, safety and general welfare; therefore Staff recommends that the City Commission **approve** the application with the following conditions:

1) Please provide secured access for the pedestrian access entrances of the refuse collection area.

2) Please provide updated architectural elevations with the identified building height, prior to city commission. (Note: Per City Code Section 22-29. Office Commercial Zone; No building shall exceed a height of sixty-five (65) feet above grade.)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT *Florida*

DEVELOPMENT REVIEW

Property address or Location 25th street

Parcel ID #(s) 2432-411-0001-000-2

Project description The Manor ALF

Property Owner(s) Kelly Smith + C Juan Groothoest	Applicant/Representative, Title, Company Tiffany Rink + MARK NICHOLAS
Street Address	Street Address 701 HIDDEN RIVER
City PSL State FL Zip 34952	City PORT ST LUCIE State FL Zip 34983
Phone Number 772-828-9358	Phone Number 727 463 3800
Email Address kellydc@bellsouth.net	Email Address redlioncorp1@gmail.com

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

C Juan Groothoest / Dr Kelly Smith

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY st lucie

The foregoing instrument was acknowledged before me this 9 day of August, 2018, by Kelly Smith and Corine Groothoest who is personally known to me or has produced Florida Driver License - as identification.

Wendy Matamoros

Signature of Notary

WENDY MATAMOROS
Notary Public - State of Florida
Commission # GG 183171
My Comm. Expires Jun 9, 2020
Bonded through National Notary Assn.
(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_____

RECEIVED
AUG 30 2018
Intake Date Stamp
CITY OF FORT PIERCE
PLANNING & ZONING

☐ 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.: 26,926 Residential: Proposed Units:_____

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

North	South	East	West
School	Sihgle Family Homes	Vacant	Sihgle Family Homes

Application Outlook

Pre-Application Meeting
Wednesday Afternoons

↓

Application Intake Meeting
Call to schedule

↓

Technical Review Committee
3rd Thursday

↓

Planning Board
2nd Tuesday

↓

City Commission
1st & 3rd Monday

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

Design Review

Property address or Location 4201 South 25th Street
Parcel ID #(s) 2432-411-0001-000-2
Project Description The Manor ALF

Property Owner(s)	Applicant/Representative, Title, Company
Kelly Smith / Corine VanGroothest	Mark Nicholas + Tiffany Rink
Street Address: 2015 SE Avon Park dr.	Street Address: 701 Hidden River
City: PSL State: FL Zip: 34952	City: Port St. Lucie State: FL Zip: 34983
Phone Number: 772-466-6155	Phone Number: 727 463-3800
Email Address: Kellydc@BellSouth.Net	Email Address: redlioncorp1@gmail.com

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the 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 29 day of Aug, 2018, by Kelly Smith & Corine Groothcest who is personally known to me or has produced Fla DL for Both as identification.

Veronica A McCourt
Signature of Notary

VERONICA A MCCOURT
Notary Public - State of Florida
Commission # GG 204085
My Comm. Expires Apr 5, 2022
Bonded through National Notary Assn.

(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 _____

RECEIVED
AUG 30 2018
CITY OF FORT PIERCE
PLANNING & ZONING
Intake Date Stamp

Property Appraisers Parcel Identification (Folio) Numbers:
2432-411-0001-000/2

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the **17th** day of **December, A.D. 2004** by **Harold A. Shadle, a/k/a Harold Albert Shadle and Christine Shadle, his wife**, herein called the grantors, to **Dr. Kelly Smith Inc., a Florida Corporation** whose post office address is **499 NW Prima Vista Blvd., Port St. Lucie, Florida 34983**, 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 and made a part hereof
Subject to covenants and restrictions, conditions and easements of record, if any.

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 grantee 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, excepting taxes accruing subsequent to December 31, 2004.

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:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Harold A. Shadle L.S.
Harold A. Shadle
4201 S. 25th Street, Fort Pierce, Florida 34981

Christina K. Shadle L.S.
Christina Shadle
4201 S. 25th Street, Fort Pierce, Florida 34981

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 17th day of **December, 2004** by Harold A. Shadle and Christina Shadle, his wife who are personally known to me or have produced D.L. Licenses as identification.

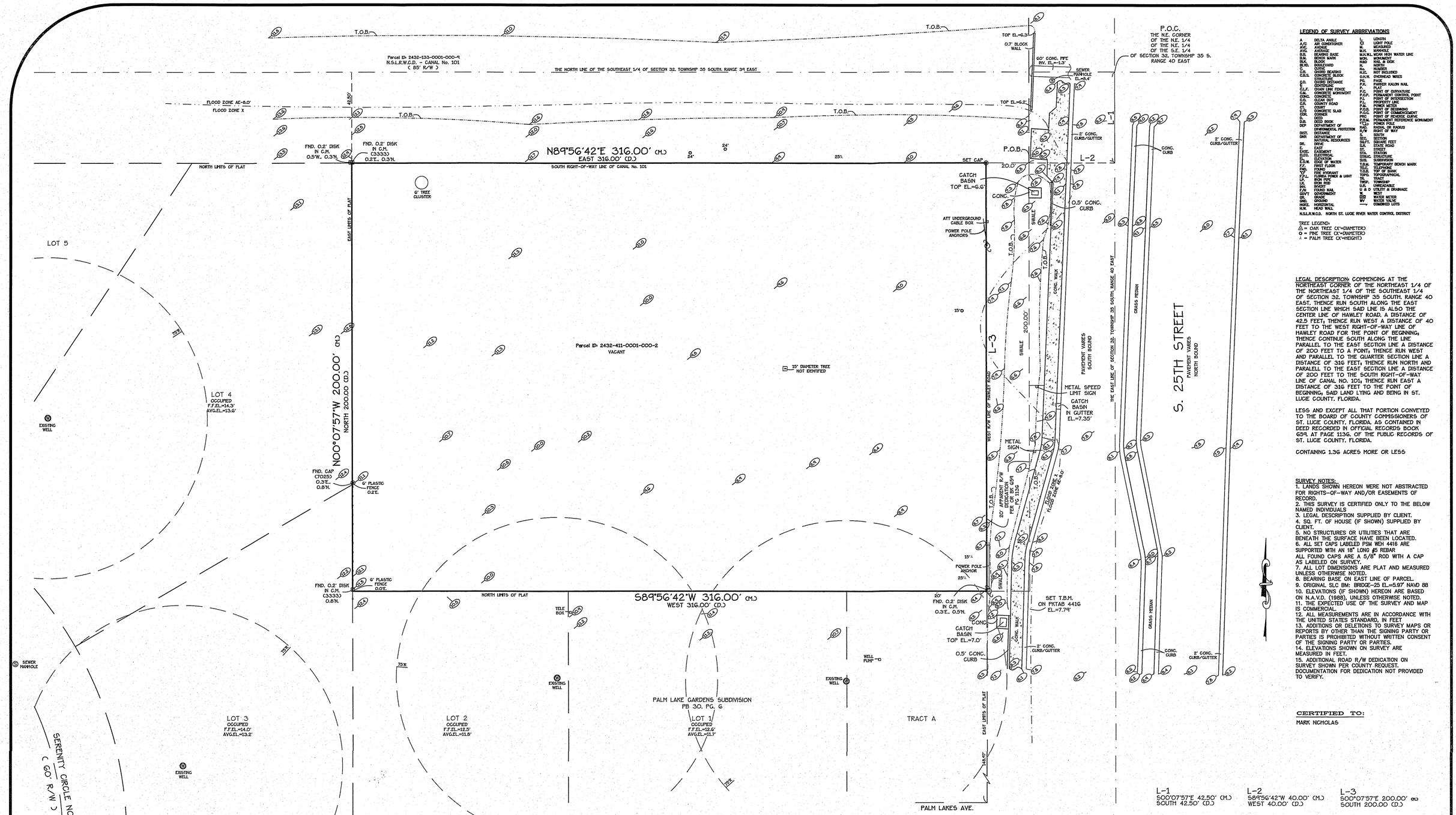
SEAL

Notary Signature

Printed Notary Signature

My Commission Expires:

Angelique M. M...



LEGEND OF SURVEY ABBREVIATIONS

A	DELTA ANGLE	L	LENGTH
A/C	AIR CONDITIONER	LT	LIGHT POLE
AVG.	AVERAGE	M	MEASURED
B.S.	BEARING BASE	M.H.	MANHOLE
B.M.	BENCH MARK	M.H.W.L.	MEAN HIGH WATER LINE
BLK.	BLOCK	MON.	MONUMENT
BLVD.	BOULEVARD	N&D	NAIL & DISK
C	CURVE	N.	NORTH
Ch.	CHORD BEARING	NO.	NUMBER
C.B.S.	CONCRETE BLOCK STRUCTURE	N.I.D.	NOT INCLUDED
CD.	CHORD DISTANCE	O.H.W.	OVERHEAD WIRES
CM.	CONCRETE MONUMENT	PG.	PAGE
C.L.F.	CHAIN LINK FENCE	P.K.	PARKER KALON NAIL
C.M.	CONCRETE MONUMENT	PLAT	PLAT
CONC.	CONCRETE	P.C.	POINT OF CURVATURE
C.O.	CLEAN OUT	P.C.P.	PERMANENT CONTROL POINT
CR.	COUNTY ROAD	P.I.	POINT OF INTERSECTION
CT.	COURT	P.L.	PROPERTY LINE
C.B.S.	CONCRETE SLAB	P.O.B.	POINT OF BEGINNING
CORR.	CORNER	P.O.C.	POINT OF COMMENCEMENT
D.	DEED	PRC	POINT OF REVERSE CURVE
D.B.	DEED BOOK	P.R.M.	PERMANENT REFERENCE MONUMENT
DEP	DEPARTMENT OF ENVIRONMENTAL PROTECTION	PT.	POINT OF TANGENCY
DIST.	DISTANCE	RAD.	RADIUS OR RADIUS
DNR	DEPARTMENT OF NATURAL RESOURCES	R/W	RIGHT OF WAY
DR.	DRIVE	S.	SOUTH
E.	EAST	SEC.	SECTION
EASE.	EASEMENT	SQ.FT.	SQUARE FEET
ELEC.	ELECTRICAL	S.R.	STATE ROAD
EL.	ELEVATION	ST.	STREET
F.H.	FIRE HOUSE	STRUC.	STRUCTURE
F.F.EL.	FINISH FLOOR ELEVATION	SUBD.	SUBDIVISION
F.H.	FIRE HYDRANT	T.B.M.	TEMPORARY BENCH MARK
F.P.L.	FLORIDA POWER & LIGHT	TELE.	TELEPHONE
I.P.	IRON PIPE	T.O.B.	TOP OF BANK
I.R.	IRON ROD	TOPO.	TOPOGRAPHICAL
I.R.C.	IRON ROD & CAP	TR.	TRACT
P.K.	PARKER KALON NAIL	U.E.	UNDERGROUND
PVM.	PAVEMENT	U.N.D.	UNREADABLE
FD.	FOUND	U & D	UTILITY & DRAINAGE
GOV'T	GOVERNMENT	W.	WEST
GR.	GRADE	WM	WATER METER
GND.	GROUND	WV	WATER VALVE
HORIZ.	HORIZONTAL	———	COMBINED LOTS
H.W.	HEAD WALL		

N.S.L.R.W.C.D. NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

TREE LEGEND:
△ = OAK TREE (X"=DIAMETER)
○ = PINE TREE (X"=DIAMETER)
⋏ = PALM TREE (X'=HEIGHT)

LEGAL DESCRIPTION: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, THENCE RUN SOUTH ALONG THE EAST SECTION LINE WHICH SAID LINE IS ALSO THE CENTER LINE OF HAWLEY ROAD, A DISTANCE OF 42.5 FEET; THENCE RUN WEST A DISTANCE OF 40 FEET TO THE WEST RIGHT-OF-WAY LINE OF HAWLEY ROAD FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH ALONG THE LINE PARALLEL TO THE EAST SECTION LINE A DISTANCE OF 200 FEET TO A POINT; THENCE RUN WEST AND PARALLEL TO THE QUARTER SECTION LINE A DISTANCE OF 316 FEET; THENCE RUN NORTH AND PARALELL TO THE EAST SECTION LINE A DISTANCE OF 200 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL NO. 101; THENCE RUN EAST A DISTANCE OF 316 FEET TO THE POINT OF BEGINNING; SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT ALL THAT PORTION CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, AS CONTAINED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 659, AT PAGE 1136, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 1.36 ACRES MORE OR LESS

SURVEY NOTES:
1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
2. THIS SURVEY IS CERTIFIED ONLY TO THE BELOW NAMED INDIVIDUALS
3. LEGAL DESCRIPTION SUPPLIED BY CLIENT.
4. SQ. FT. OF HOUSE (IF SHOWN) SUPPLIED BY CLIENT.
5. NO STRUCTURES OR UTILITIES THAT ARE BENEATH THE SURFACE HAVE BEEN LOCATED.
6. ALL SET CAPS LABELED PSM WEH 4416 ARE SUPPORTED WITH AN 18" LONG #5 REBAR ALL FOUND CAPS ARE A 5/8" ROD WITH A CAP AS LABELED ON SURVEY.
7. ALL LOT DIMENSIONS ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED
8. BEARING BASE ON EAST LINE OF PARCEL.
9. ORIGINAL SLC BM: BRIDGE-25 EL.=5.97' NAVD 88
10. ELEVATIONS (IF SHOWN) HEREON ARE BASED ON N.A.V.D. (1988), UNLESS OTHERWISE NOTED.
11. THE EXPECTED USE OF THE SURVEY AND MAP IS COMMERCIAL.
12. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, IN FEET
13. 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.
14. ELEVATIONS SHOWN ON SURVEY ARE MEASURED IN FEET.
15. ADDITIONAL ROAD R/W DEDICATION ON SURVEY SHOWN PER COUNTY REQUEST. DOCUMENTATION FOR DEDICATION NOT PROVIDED TO VERIFY.

CERTIFIED TO:

MARK NICHOLAS

L-1	L-2	L-3
S00°07'57"E 42.50' (M.)	S89°56'42"W 40.00' (M.)	S00°07'57"E 200.00' (M.)
SOUTH 42.50' (D.)	WEST 40.00' (D.)	SOUTH 200.00 (D.)

THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILLIAM E. HAYHURST
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO 4416

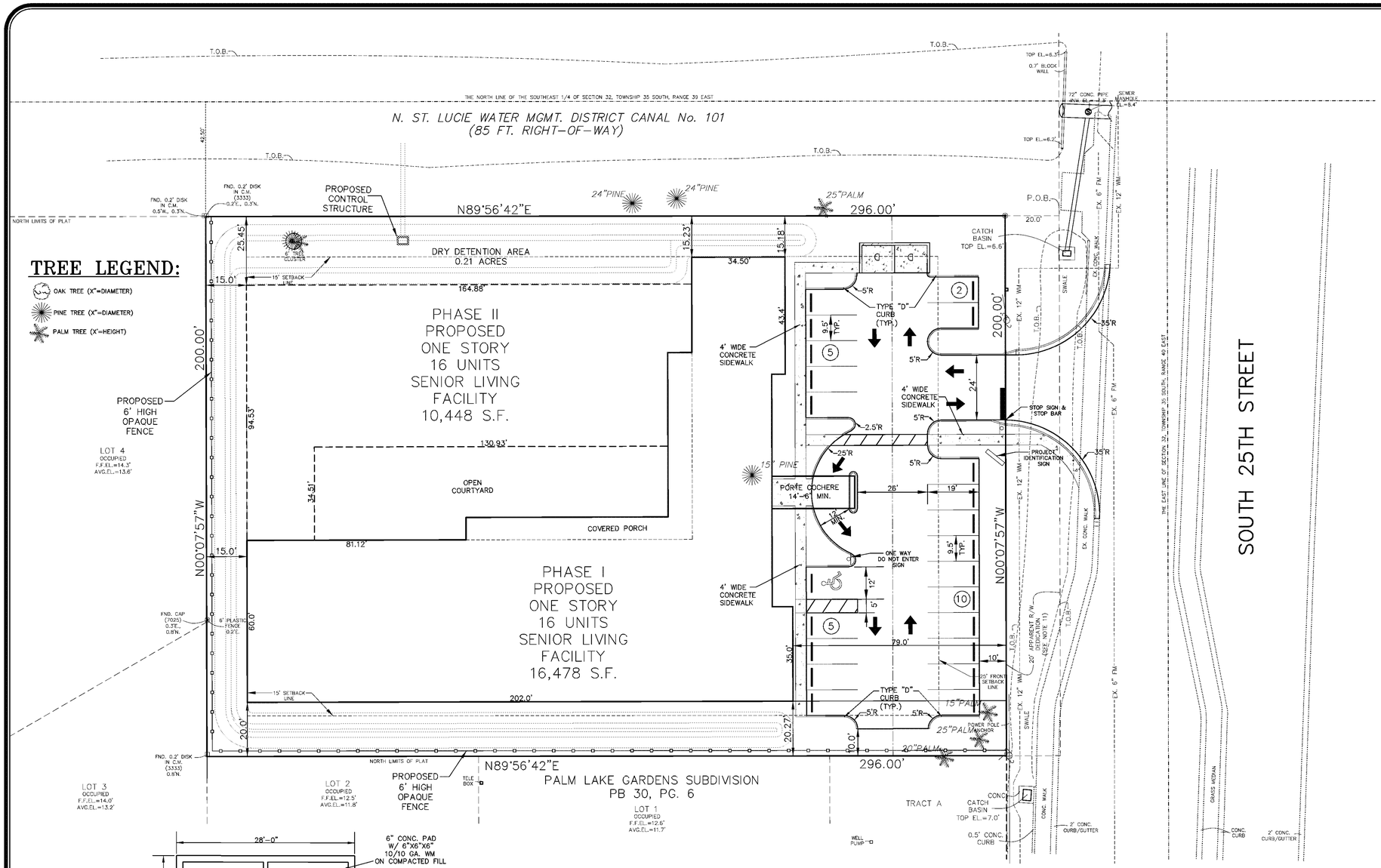
9/26/18
DATE

HAYHURST LAND SURVEYING INC.
CERTIFICATE OF AUTHORIZATION NUMBER (L.B. 7364)
SURVEYING & MAPPING COMPANY
445 9TH ST. S.W. Unit-7
VERO BEACH, FL. 32962
PHONE: (772) 569-6680
FAX: (772) 770-3446
hayhurstls@live.com

SURVEY TYPE: BOUNDARY/TOPO.	DATE:	REVISIONS:	BY:
	9/26/18	REV. PER CO. LET. 9/20/18	LEH
CHECKED BY: W.E.H.			
DRAWN BY: L.E.H.			
FIELD BOOK No. 371			
PAGE No. 68			
FIELD DATE: 08/07/18			
SCALE: 1"=20'			
JOB No. 18-354			

FLOOD ZONE: X + AE-8.0'
EFFECTIVE DATE: 02/16/2012
PANEL NO.: 12111C0188 J

(50) INDICATES EXISTING ELEVATION

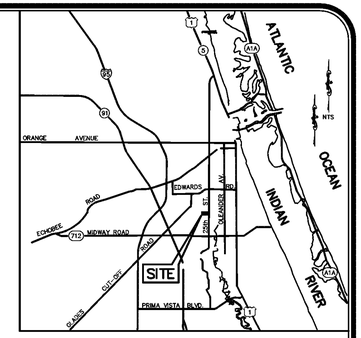


TREE LEGEND:

- OAK TREE (X"=DIAMETER)
- PINE TREE (X"=DIAMETER)
- PALM TREE (X'=HEIGHT)

0' 20' 40' 60'

GRAPHIC SCALE: 1" = 20'



LOCATION MAP

SITE DATA

1. PROJECT NAME:	THE MANOR, ADULT LIVING FACILITY
2. LOCATION:	4201 SOUTH 25TH STREET, FORT PIERCE, FLORIDA
3. OWNER/APPLICANT:	RED LION CONSTRUCTION INC. MR. MARK NICHOLAS, PRESIDENT 7548 U.S. HIGHWAY #1 PORT ST. LUCIE, FL. 34952 PHONE: 727-463-3800
4. ENGINEER:	RICHARD M. LADYKO, P.E.. LADYKO DESIGN GROUP, LLC 4400 BELLE GROVE DRIVE FORT PIERCE, FL. 34981 PHONE: 772-530-8261 FLORIDA C.A.: #28610
5. SURVEYOR:	HAYHURST LAND SURVEYING, INC. WILLIAM E. HAYHURST, P.S.M. 445 9TH ST. S.W., UNIT 7 VERO BEACH, FL. 32962 PHONE: 772-569-6680 FAX: 772-770-3446
6. LANDSCAPE ARCHITECT	GREGORY BOGGS, ASLA BOGGS PLANNING & LANSCAPE ARCHITECTURE 100 AVENUE A, SUITE 2E FORT PIERCE, FL. 34950 PHONE: 772-577-6473 CELL: 772-486-5228
7. TYPE OF PROJECT:	32 ROOM ADULT LIVING FACILITY
8. GROSS PROJECT SIZE:	59,200 S.F. 1.36 ACRES
9. FUTURE LAND USE:	RL (LOW DENSITY RESIDENTIAL)
10. ZONING:	OFFICE COMMERCIAL (C-1)
11. PARCEL ID:	2432-411-0001-0002

12. PROPOSED LAND USE BREAKDOWN: THIS APPLICATION

	Acreage	Square Footage	Percentage of site
Prop. Buildings	0.62	26,926	45.48
Pavement	0.22	9,793	16.54
Walks and Misc.	0.03	1,168	1.97
Dry Detention	0.21	9,087	15.31
Open Space	0.28	12,246	20.68
TOTAL	1.36	59,200	100.00

13. UTILITY SERVICE:

WATER SERVICE: FORT PIERCE UTILITIES AUTHORITY
SEWAGE TREATMENT: FORT PIERCE UTILITIES AUTHORITY

14. SITE DRAINAGE:

THE PROJECT WILL PROVIDE ON-SITE DRY DETENTION FOR WATER QUALITY AND STORM ATTENUATION. DISCHARGE WILL BE TO N.S.L.R.W.C.D. CANAL NO. 101.

15. PARKING CALCULATIONS:

ADULT CONGREGATE CARE FACILITIES (ITE CODE 253) SHALL HAVE 0.45 SPACES PER UNIT PER THE REQUIREMENTS OF THE INSTITUTE OF TRAFFIC ENGINEERS (ITE), 4TH EDITION EDITION GENERATION MANUAL.

Required Parking (0.45 spaces x 32 Units)	14 Spaces
Provided Parking	
Paved Parking	22 Spaces
Total Provided	22 Spaces
Total Provided	22 Spaces (inc. 1 Handicapped)

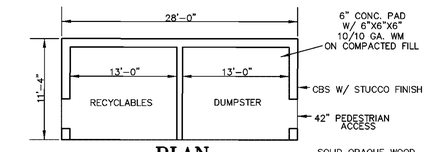
16. BUILDING SETBACKS

Front	25 FT.
Sides	15 FT.
Rear	15 FT.

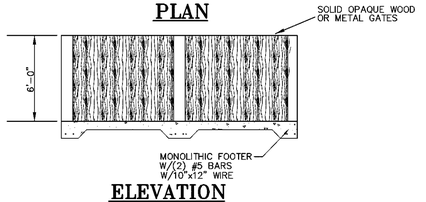
17. CONSTRUCTION:

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

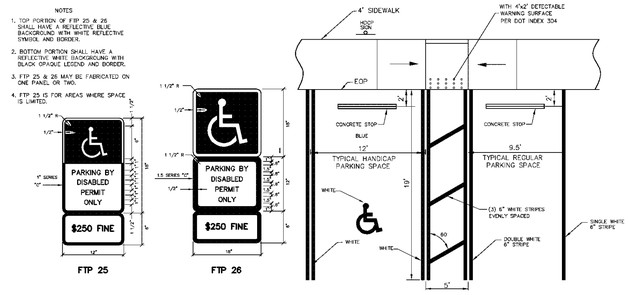
PLAN



ELEVATION



DUMPSTER ENCLOSURE DETAIL



PARKING SPACE DETAIL

N.T.S.

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, THENCE RUN SOUTH ALONG THE EAST SECTION LINE, WHICH SAID LINE IS ALSO THE CENTERLINE OF HAWLEY ROAD, A DISTANCE OF 42.5 FT.; THENCE RUN WEST A DISTANCE OF 40.0 FT. TO THE WEST RIGHT-OF-WAY LINE OF HAWLEY ROAD FOR THE POINT OF BEGINING, THENCE CONTINUE SOUTH ALONG THE LINE PARALLEL TO THE EAST SECTION LINE A DISTANCE OF 200 FT. TO A POINT; THENCE RUN WEST AND PARALLEL O THE QUARTER SECTION LINE A DISTANCE OF 316.0 FT.; THENCE RUN NORTH AND PARALLEL TO THE EAST SECTION LINE A DISTANCE OF 200.0 FT. TO THE SOUTH RIGHT-OF-WAY LINE OF CANAL NO. 101; THENCE RUN EAST A DISTANCE OF 316.0 FT. TO THE POINT OF BEGINNING; SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT ALL THAT PORTION CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, AS CONTAINED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 659, AT PAGE 1136, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

SAID PARCEL CONTAINS 1.36 ACRES MORE OR LESS.

RICHARD M. LADYKO, P.E. FL. REG. NO. 34288

- REVISIONS -	BY	DATE
REVISIONS PER CITY OF FORT PIERCE T.R.C.	RML	9/24/18

COMPUTER FILE REF.	FIELD BK./PG.

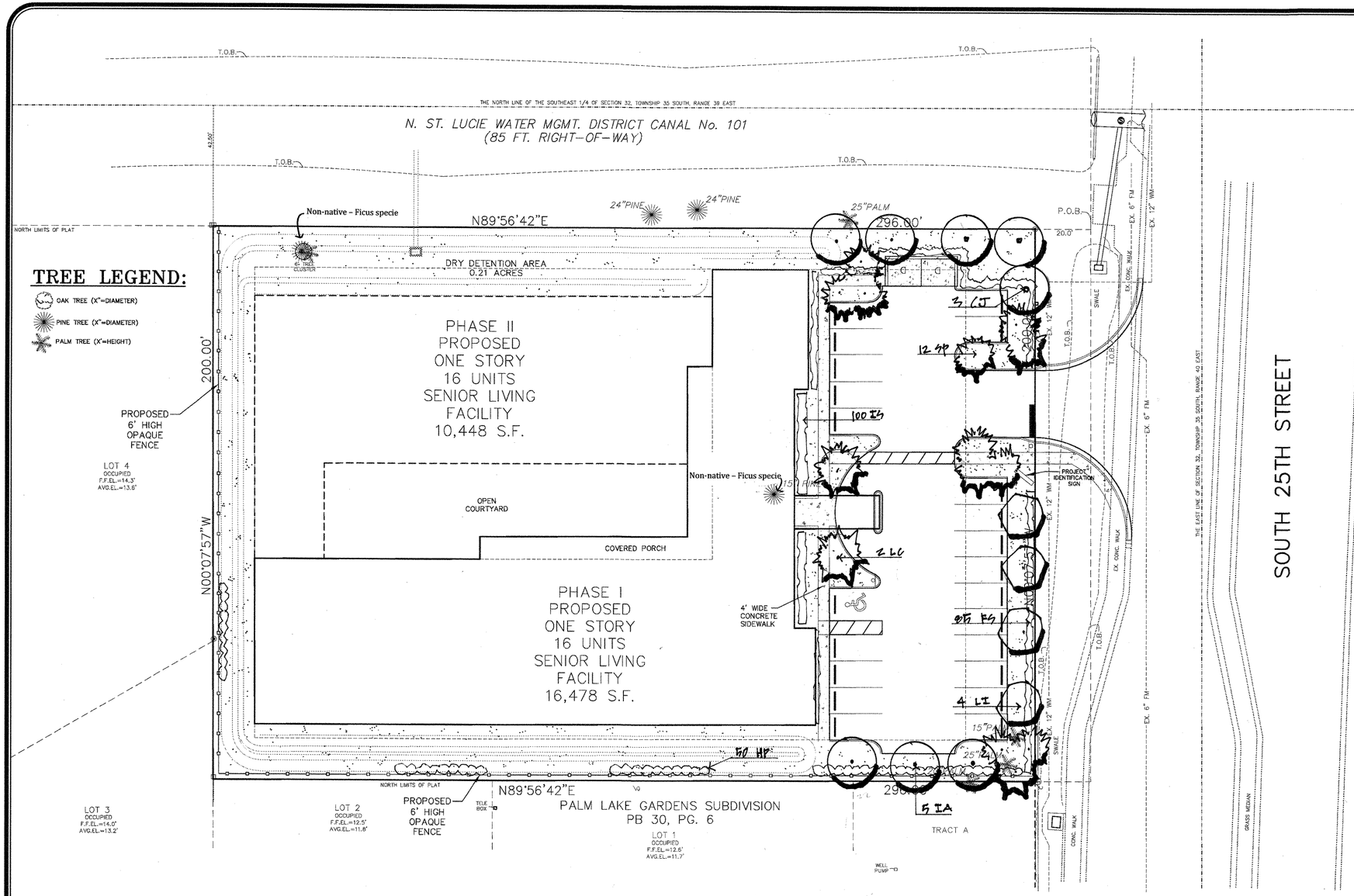
Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 28610
4400 BELLE GROVE DRIVE
FT. PIERCE, FL. 34981
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod2256@aol.com

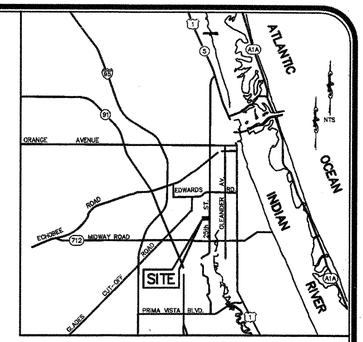
	BY	DATE
DESIGNED	RML	8-17-18
CALCS.		
DRAWN	RML	8-17-18
DETAILED		
CHECKED	RML	8-27-18
APPROVED		

THE MANOR ADULT LIVING

PROPOSED SITE PLAN

DATE: 8/17/18
HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=20'
JOB No. 18-065
SHEET 1 OF 1





Landscape Data

Vehicular Use Area along Right of Way

101 + 39 = 140 linear feet x 10 = 1,400 square feet of required landscape area

1,400/300 = 5 trees required

Vehicular Use Area along Property Line

39 (north) + 64 (south) linear feet x 10 = 1,030 square feet of required landscape area

1,030/200 = 5 trees required

Interior Vehicular Use Area

9,739 square feet of Vehicular Use Area

9,739/15 = 649.26 square feet of required landscape area

649.46/100 = 6 trees required

Mitigation Requirement

2 – 15" Pines previously shown as mitigated have been field verified as non-native species. Non-native Ficus species are the on-site trees (2) that will be removed, with a Norfolk Island Pine (non-native) being the remaining tree also removed without mitigation.

Total Trees Required = 16 Trees @ 2.5 inch D.B.H.

Total Landscape Area Provided = 1,400 +/- square feet

Total Trees Provided =

5 – 2.5" Holly	12.5"
4 – 2.5" Crape Myrtle	10"
3 – 2.5" Cassia	7.5"

12 – 10-15' ht. cabbage palm (12/3=4 trees)

2 – Chinese Fan Palm 10' ht.

Plant List

Qty	Botanical Name	Common Name	Specification
5	Ilex attenuata 'Eagleston'	'Eagleston' Holly	12', 2.5" dbh., min
4	Lagerstroemia indica	Crape Myrtle cultivar	12', 2.5" dbh., min.
3	Cassia javanica	Apple Blossom Cassia	12', 2.5" dbh., min.
2	Livistona chinensis	Chinese Fan Palm	10', double trunk
12	Sabal palmetto	Cabbage Palm	10-15' ht., mix ht.
85	Foresteria segregata	Florida Privet	24" ht., 30" o.c.
50	Hamelia patens	Firebush	24" ht., 30" o,c,
100	Ilex shillings	Dwarf Yaupon Holly	18" ht., 18" o.c.

Note:

Per Section 22-187(10), 296' + 200' = 496' property length/10; 50 shrubs required along 6' fence adjacent to residential.

Sod to be Argentine Bahia

All Plants Florida # 1 Grade

All Beds mulched with 3" recycled vegetative mulch

All Landscape to be irrigated with an in-ground irrigation system

– REVISIONS –	BY	DATE
REVISIONS PER CITY OF FORT PIERCE T.R.C.	GLB	9/24/18

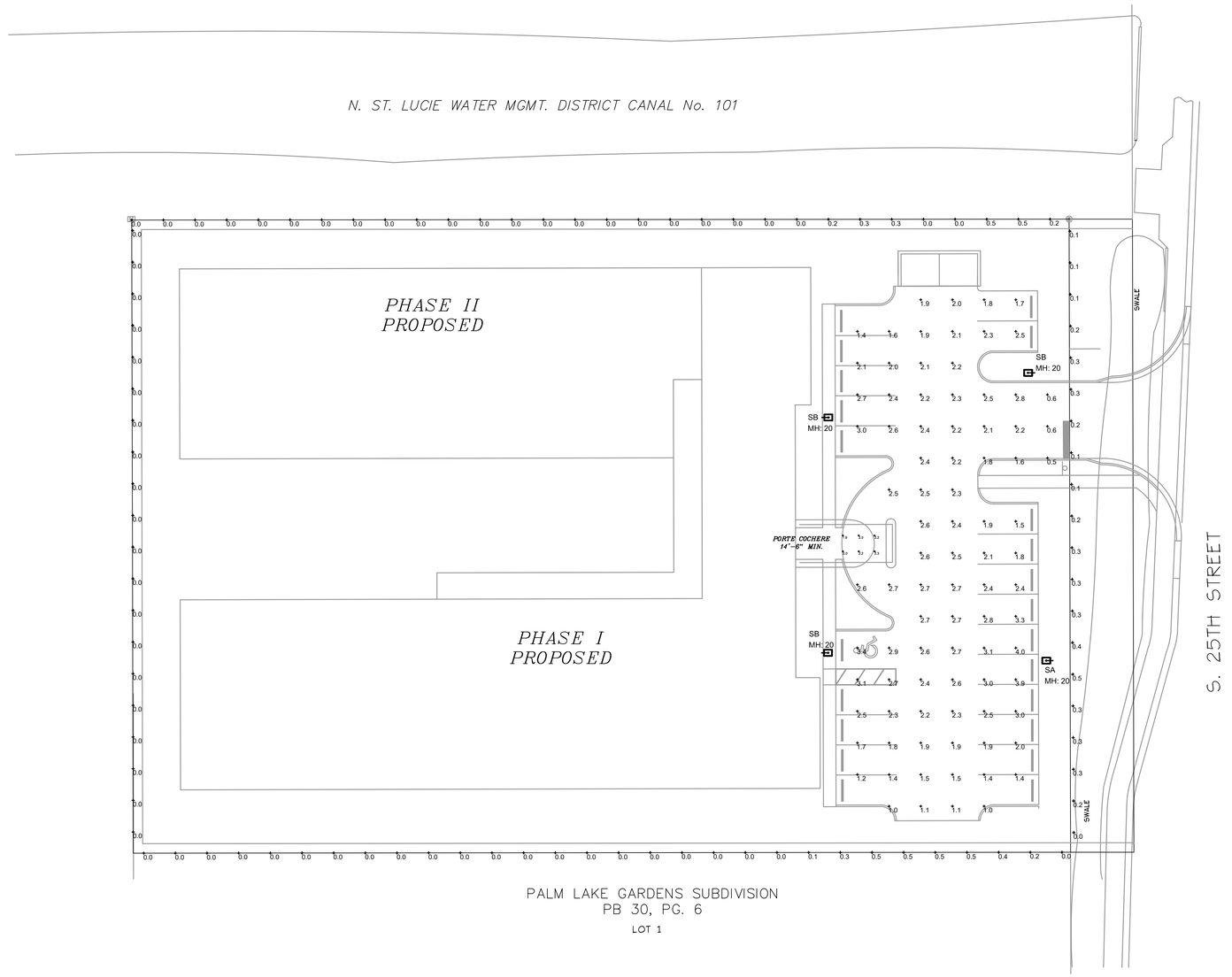
COMPUTER FILE REF.	FIELD BK./PG.

	BY	DATE
DESIGNED	GP	9.26.18
CALCS.		
DRAWN		
DETAILED		
CHECKED		
APPROVED		

THE MANOR ADULT LIVING

PRELIMINARY LANDSCAPE PLAN

DATE:
HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=20'
JOB No.
SHEET OF



SITE PHOTOMETRIC PLAN

1"=20'-0"

Calculation Summary							
Project: LEGACY SENIOR LIVING SITE & PARKING 08-25-2018							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
COVERED ENTRY_Top_1	Illuminance	Fc	2.10	2.3	1.9	1.11	1.21
PROPERTY LINE	Illuminance	Fc	0.10	0.5	0.0	N.A.	N.A.
DRIVE	Illuminance	Fc	2.13	2.8	0.5	4.26	5.60
PARKING	Illuminance	Fc	2.29	4.0	1.0	2.29	4.00

Luminaire Schedule											
Project: LEGACY SENIOR LIVING SITE & PARKING 08-25-2018											
Symbol	Qty	Label	Description	Lumens/Lamp	LLD	LDD	BF	LLF	Lum. Watts	Total Watts
	1	SA	PHILIPS GARDCO ECF-S-48L-1A-NW-G2-4-HIS POLE MOUNT 20' AFG	N.A.	0.900	0.900	1.000	0.810	161	161
	3	SB	PHILIPS GARDCO ECF-S-32L-1A-NW-G2-3-HIS POLE MOUNT 20' AFG	N.A.	0.900	0.900	1.000	0.810	110.7	332.1

PHILIPS

GARDCO

Site & Area

EcoForm

ECF-S small



c UL us DLC

Project:
Location:
Cat.No:
Type:
Qty:
Notes:

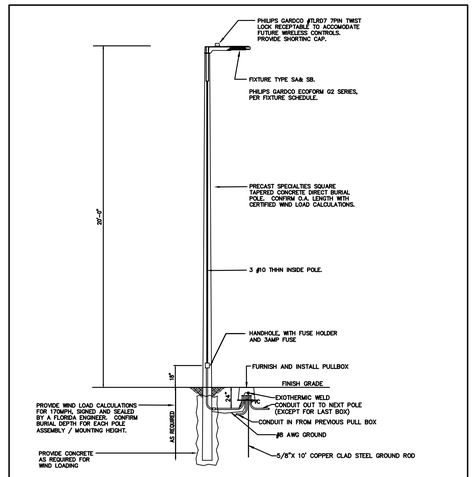
The Philips Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 26,400 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings.

Ordering guide

example: ECF-S-64L-900-NW-G2-AR-S-120-HIS-MGY

Prefix	Number of LEDs	Drive Current	LED Color - Generation	Mounting	Distribution	Voltage	Options: Dimming controls	Options: Motion sensing	Options: Photo-sensing	Options: Electrical	Options: Luminaire	Finish
ECF-S												
ECF-S EcoForm site and area, small	**32L** 32 LEDs (2 modules)	**530** 530 mA **900** 700 mA **1A** 1050 mA **12A** 1200 mA	**WW-G2** Warm White 3000K, 70 CRI Generation 2 **NW-G2** Neutral White 4000K, 70 CRI Generation 2 **CW-G2** Cool White 5000K, 70 CRI Generation 2	**AR** Arm Mount (standard)[1] The following mounting kits must be ordered separately (See accessories): **SF** Slip Fitter Mount[2] (fits to 2 ⅛" O.D. tenon) **WS** Wall mount with surface conduit rear entry permitted **RAM** Retrofit arm mount kit[3]	**Type 2** 2 Type 2 **2-90** Rotated left 90° **2-270** Rotated right 270° **Type 3** 3 Type 3 **3-90** Rotated left 90° **3-270** Rotated right 270° **Type 4** 4 Type 4 **4-90** Rotated left 90° **4-270** Rotated right 270° **Type 5** 5 Type 5W **SW** Type 5W **AFR** Auto Front Row **AFR-90** Auto Front Row, Rotated left 90° **AFR-270** Auto Front Row, Rotated right 270°	**120** 120V **208** 208V **240** 240V **277** 277V **347** 347V **480** 480V **UNV** 120-277V (50/60Hz) **HVU** 347-480V (50/60Hz)	**DD** 0-10V External dimming (by others)[4] **DCC** Dual Circuit Control[5] **FAWS** Field Adjustable[10] **SW** Interface module for SiteWise[6,12] **LLC2** Integral module with #2 lens[10] **LLC3** Integral module with #3 lens[10] **LLC4** Integral module with #4 lens[10] **DynaDimmer:** Automatic Profile Dimming **C550** Safety 50% Dimming, 7 hours[7] **CM50** Median 50% Dimming, 8 hours[7] **CE50** Economy 50% Dimming, 9 hours[7] **DA50** All Night 50% Dimming[7] **C530** Safety 30% Dimming, 7 hours[7] **CM30** Median 30% Dimming, 8 hours[7] **CE30** Economy 30% Dimming, 9 hours[7] **DA30** All Night 30% Dimming[7]	**IMR3** Integral with #3 lens[8] **IMR7** Integral with #7 lens[8] **IMRO** Pole-mounted motion sensor[9] (see accessories)	**PCB** Photocontrol, Button[11] **TLR05** Twist Lock Receptacle 5 Pin[11] **TLR07** Twist Lock Receptacle 7 Pin[11] **TLRPC** Twist Lock Receptacle w/ Photocell[11] **Fusing** **F1** Single (120, 277, 347VAC)[1] **F2** Double (208, 240, 480VAC)[1] **Pole Mount Fusing** **FP1** Single (120, 277, 347VAC)[1] **FP2** Double (208, 240, 480VAC)[1] **FP3** Canadian Double Pull (208, 240, 480VAC)[1] **Surge Protection** (10kA standard) **SP2** Increased 20kA	Square Pole Adapter included in standard product **TB** Terminal Block[13] **RPA** Round Pole Adapter (fits to 7"-7.5" O.D. poles)[14] **HIS** Internal Housing Side Shield[4]	**Textured** **BK** Black **WH** White **BZ** Bronze **DGY** Dark Gray **MGY** Medium Gray **Customer specified** **RAL** Specify optional color or RAL (ex: RAL7024) **CC** Custom color (Must supply color chip for required factory quote)

1. Available only on **120**, **208**, **240**, and **277** (or **UNV**)
2. Specify Voltage
3. Not available with **347** or **480** voltage
4. **HIS** not available with Type 5 or **SW** optics
5. **DD** is required for **LLC9**. Dimming leads are supplied through back of luminaire. **DCC** requires **separately** (See accessories page)
6. **DCC** and **LLC2/3/4** not available with any other controls
7. **TB** not available with **DCC**
8. **ECF-IMRI** equipped with out-boarded sensor housing when voltage is **HVU** (347-480V)
9. Mounts to a 4" round pole with adapter included for square poles.
10. Not available with **SF** and **WS**. **RPA**s provided with black finish standard.
11. Limited to a maximum of 45 degrees aiming above horizontal
12. **SW** option is not available with any other control options with the exception of **IMR3**, **IMR7** and **SW-IMRO** motion response options
13. Available only on **120V** and **277V**
14. Not available with **DCC**, **IMR3**, **IMR7**, **SW**, **LLC** and **CS/CM/CE/DA (DynaDimmer)**
15. **TLR05/7** option not available with **LLC**, **PCB**, **TLRPC** or **DCC**. Max aiming angle 45° Works with 3 or 5 pin NEMA photocell/dimming receptacle and is optimized for a NEMA receptacle if ordering with **DD**, **CS/CM/CE/DA**, **IMRI** and **IMRO**.



LIGHT POLE DETAIL "SA" & "SB"
N.T.S.

PERMIT ISSUED -
CONSTRUCTION ISSUED -

revision	date
4	

1408 Orange Avenue
Fort Pierce, Florida 34950
Phone: 772.242.2923
jmunoz@kammconsulting.com
Certification of Authorization #8189
JESUS A. MUNOZ, P.E. Florida License #58247
Design Professional

date: 08-27-18

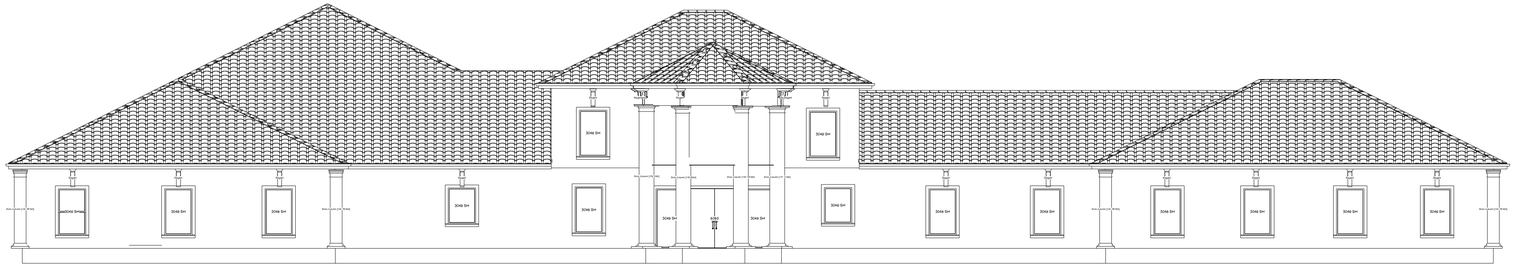
signed

project title: LEGACY SENIOR LIVING CENTER
FORT PIERCE, FLORIDA

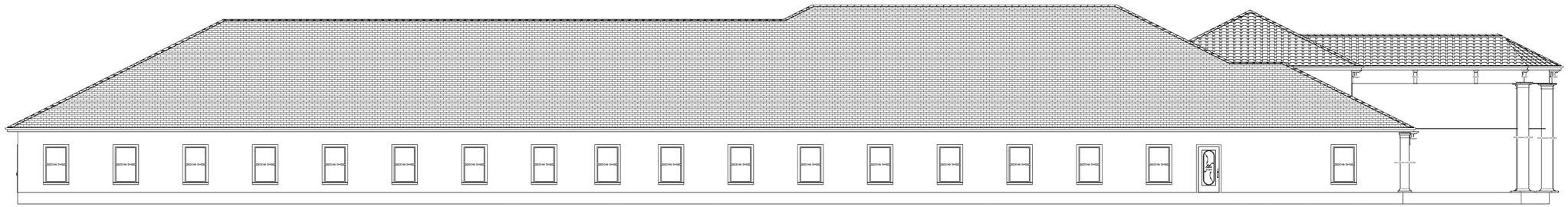
sheet title: PHOTOMETRIC PLAN

projt. no.:	2018-0695
project manager:	JM
checked by:	BB
scale:	AS NOTED
date:	08/27/2018

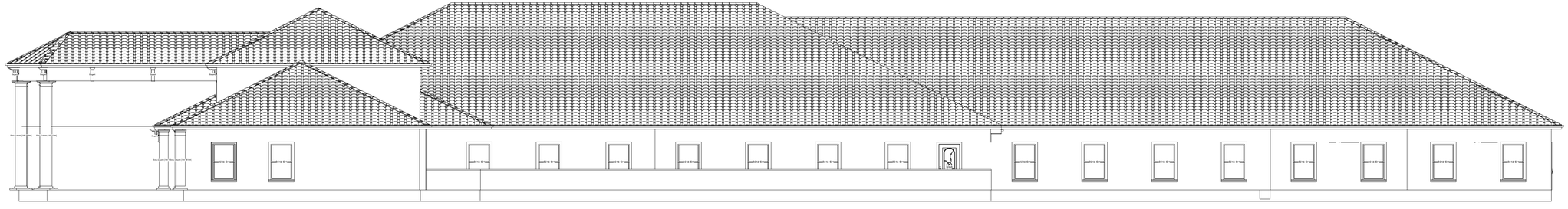
sheet
E1.1
project



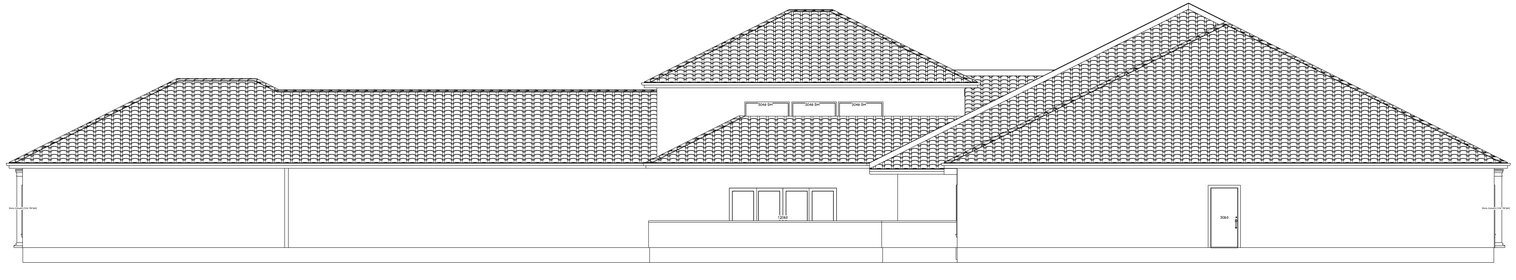
FRONT ELEV



LEFT ELEV



RIGHT ELEV



REAR ELEV

To the best of our knowledge these plans are drawn to comply with owner's specifications. The contractor and/or homeowner shall verify all dimensions and enclosed drawings. Tom McAuliffe Professional Draft & Design. is not liable for errors once construction has begun. While every effort has been made in the preparation of these plans to avoid mistakes, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter. Contractor is responsible for all code and governing body compliance and all

ISSUE & REVISIONS

TOM MCAULIFFE
PROFESSIONAL DRAFT & DESIGN
PORT ST. LUCIE, FL. 34952
772.398.2612

SCOTT R. SANDERS P.E. FL.
FLA. REG #64781
5911 PESCARA DRIVE
PAGE, FL, 32571
772.774.4086

PROJECT NAME
The Manor
Ft. Pierce, Fla.

NEW HOME DESIGNED FOR:
SHASHI AND KASHMIRI BATRA

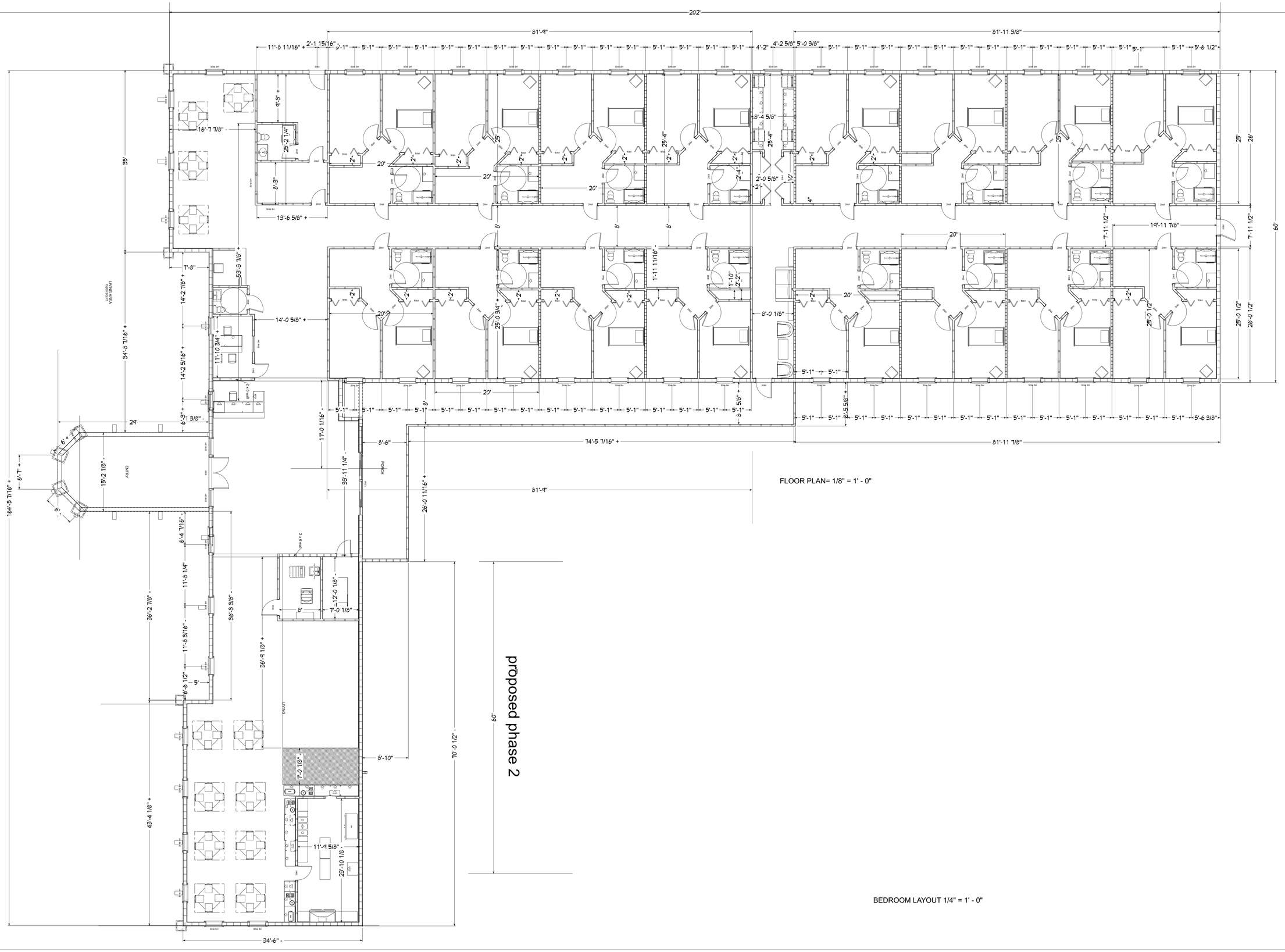
SHEET CONTENTS

DATE:

CLIENT APPROVAL:

PROJ.
DRWN.
DATE.

SHEET
1 OF 2



ISSUE & REVISIONS

TOM MCAULIFFE
PROFESSIONAL DRAFT & DESIGN
PORT ST. LUCIE, FL. 34952
772.398.2612

SCOTT R. SANDERS P.E. FL.
FLA. REG # 64781
5911 FESCARA DRIVE
PACE, FL, 32571
772.774.9086

PROJECT NAME
The Manor
Ft. Pierce, Fla.

NEW HOME DESIGNED FOR:
SHASHI AND KASHMIRI BATRA

SHEET CONTENTS

CLIENT APPROVAL: DATE:

PROJ.
DRWN.
DATE.

SHEET
2 OF 2

To the best of our knowledge these plans are drawn to comply with owner's specifications. The contractor and/or homeowner shall verify all dimensions and enclosed drawings. Tom McAuliffe Professional Draft & Design. is not liable for errors once construction has begun. While every effort has been made in the preparation of these plans to avoid mistakes, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter. Contractor is responsible for all code and governing body compliance and all

THE MANOR

SENIOR LIVING



Elevation 1



Painted Stucco Wall Color

Benjamin Moore : Wilmington Tan HC-34



Roof – Barrel-Vault Tile

Color -Barclay



Painted Trim , Facia, Soffit

Benjamin Moore : Hasbrouck Brown HC-71

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

THE MANOR ADULT LIVING FACILITY

CONCURRENCY ANALYSIS

The enclosed analysis is based upon the proposed Conditional Use of an Adult Congregate Living Facility in a Commercial Office (C-1) Zoning District as opposed to a Low Density Residential Land Use and Low Density Zoning of 5.0 Units per acres. Based upon a total parcel size of 1.36 acres the low density residential zoning would allow a maximum of 8 development units on the property.

Thus, the analysis will compare the impacts of the proposed 32 units Adult Congregate Living Facility against the 8 units single family residential development.

1. - TRAFFIC IMPACT ANALYSIS

The enclosed analysis is based upon data published within the Institute of Transportation Engineering (ITE) Trip Generation Manual, 9th Edition. The existing traffic use is based upon Code 210, Single Family Homes based upon the Low Density Residential Land Use rates and the proposed traffic use is prepared based upon Code 253, Adult Congregate Living Facility.

Analysis shall be further broken down to compare Average Annual Daily Trips (AADT), A.M Peak Hour and P.M. Peak Hour rates. The current land use would allow 8 Single Family Residential Units. Upon approval of the proposed Conditional Use Approval, the site will consist of a 23 Unit, Adult Congregate Living Facility

EXISTING SINGLE FAMILY RESIDENTIAL USE

Annual Average Daily Trips	8 Units/9.24 Trips/Unit	74 Trips AADT
A.M. Peak Hour Trips	8 Units/0.75 Trips/Unit	6 Trips Peak
P.M. Peak Hour Trips	8 Units/1.00 Trips/Unit	8 Trips Peak

PROPOSED USES

The proposed site will consist of 32 Unit Adult Congregate Living Facility. The 9th Edition of the ITE Manual was consulted for trip generation from the Congregate Care Facility Code (253).

Atlantic Wellness center & Resort

Annual Average Daily Trips	32 Units/2.15 Trips/Bed	69 Trips AADT
A.M. Peak Hour Trips	32 Units/0.06 Trips/Bed	2 Trips AM Peak
P.M. Peak Hour Trips	32 Units/0.17 Trips/Bed	6 Trips PM Peak

4400 Belle Grove Drive
Fort Pierce, Florida 34981

Phone: 772-530-8261
Fax: 772-464-1383

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

Summary

The proposed Use Change decreases the traffic generated from the project from 74 trips AADT to 69 trips AADT, AM and PM Peak Hour Trips will rise from 6 Trips and 8 Trips to 2 Trips and 6 trips each respectively.

The current Level of Service identified in the Fall 2017 Traffic Counts for the South 25th Street link from Midway Road to Edwards Road south is Level C. As a result the proposed traffic will have no effect on the Level of Service on South 25th Street and surrounding roadway.

2. - POTABLE WATER USE ANALYSIS

There is a change for Potable Water Use associated with this Conditional Use Application. The property is located within the Fort Pierce Utilities Authority (FPUA) service area.

The water demand, gallons per day (g.p.d.) that will be generated by this property is based on the adopted flows from Fort Pierce Utilities Authority. Unless not identified by F.P.U.A., then Chapter 64E-6 of the State of Florida Department Health will be utilized.

.

EXISTING SINGLE FAMILY RESIDENTIAL USE

Average Daily Flow (GC)	8 Units x 2.6 Persons x 100 GP.D.	2,080 g.p.d.

PROPOSED USES

Average Daily Flow (GC)	32 Units x 100 G.P.D./Unit	3,200 g.p.d.
Per Meal Prepared (max.)	32 Units x 3 Meals/Day/Bed x 5G.P.D./Meal	480 g.p.d.

Summary

The proposed Conditional Use increases the potable water demand from the project from 2,080 gallons per day (gpd) to 3,680 gallons per day (gpd).

Please be advised that Fort Pierce Utilities Authority (FPUA) has sufficient currently has capacity available to handle this proposed increase in demand. F.P.U.A. indicates that service is available to the site pending the payment of fees and the completion of the required infrastructure.

3. - SANITARY SEWER COLLECTION ANALYSIS

There is a change for Wastewater generation associated with this Conditional Use Application. The property is located within the Fort Pierce Utilities Authority (FPUA) service area.

The wastewater flow, gallons per day (g.p.d.) that will be generated by this property is based on the adopted flows from Fort Pierce Utilities Authority. Unless not identified by F.P.U.A., then Chapter 64E-6 of the State of Florida Department Health will be utilized.

4400 Belle Grove Drive
Fort Pierce, Florida 34981

Phone: 772-530-8261
Fax: 772-464-1383

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

EXISTING SINGLE FAMILY RESIDENTIAL USE

Average Daily Flow (GC)	8 Units x 2.6 Persons x 100 GPD/person	2,080 g.p.d.

PROPOSED USES

Average Daily Flow (GC)	32 Units x 100 G.P.D./Bed	2,200 g.p.d.
Per Meal Prepared (max)	32 Units x 3 Meals/Day/Bed x 5G.P.D./Meal	480 g.p.d.

Summary

The proposed Conditional Use increases the wastewater flow from the project from 2,080 gallons per day (gpd) to 3,680 gallons per day (gpd).

Please be advised that Fort Pierce Utilities Authority (FPUA) has sufficient currently has capacity available to handle this proposed increase in demand. F.P.U.A. indicates that service is available to the site pending the payment of fees and the completion of the required infrastructure.

4. - DRAINAGE ANALYSIS

The stormwater management system in each case would will consist of a dry detention system which will provide both water quality and storm attenuation. Discharge will be to the adjacent North St. Lucie River Water Control District (N.S.L.R.W.C.D.) Canal No 101, located on the north side of the property.
Additional water quality (150%) will be provided as the discharge is to an Outstanding Florida Water (OFW). Permitting entities will include the City of Fort Pierce St. Lucie County, South Florida Water Management District and North St. Lucie River Water Control District.

Summary

The proposed Conditional Use change will have no additional impacts on the adjacent facilities or receiving bodies. Water management criteria will be design accordingly based upon the proposed use and the system discharges will not exceed any regulatory requirements.

5. – PUBLIC SCHOOLS

EXISTING SINGLE FAMILY RESIDENTIAL USE

School Students	8 Units x 0.45 Students/Unit	4 Students

PROPOSED USES

School Students	32 Units x 0.00 Students/Units	0 Students

Summary
The proposed Use change decreases the numbers of students that may attend the St. Lucie County Public School system.

4400 Belle Grove Drive
Fort Pierce, Florida 34981

Phone: 772-530-8261
Fax: 772-464-1383

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

6. – SOLID WASTE

EXISTING SINGLE FAMILY RESIDENTIAL USE

Pounds of Solid Waste	8 Units x 2.5 Person/Unit x 5.1 lb/Person	102 lbs.

PROPOSED USES

Pounds of Solid Waste	32 Units x 2.1 lb. /Unit	163 lbs.
	32 Units x 3meals/day/units x 5.1	489 lbs.

Summary

The proposed Use change increases the amount of solid waste generated from 102 lbs/week to 652 lb/week. St. Lucie County has sufficient space in the landfill to handle the proposed Use change. The trash hauler for the project will be the City of Fort Pierce.

7. – PARKS AND RECREATIONAL FACILITIES

The proposed facility is a total self-contained facility. There will be no need for the patients to use the Public recreational facilities of the City and or the County.

5. – FIRE PROTECTION AND EMERGENCY SERVICES

The primary station to provide emergency service to the facility would be St. Lucie County Main Fire Station , located at 2400 Rhode Island Avenue. Response time to the facility is estimated at less than 5 minutes. The secondary station, would be the Station #8, located at 350 E. Midway Road.. The response time from that facility to the project is estimated to be less than 10 minutes. The nearest hospital facility with Trauma care is the Lawnwood Regional Medical Center located at 1700 S. 23rd Street in Fort Pierce. It is approx. 5 miles from the project and the travels time would be approx. 10 minutes

Respectively Submitted,

Ladyko Design Group, LLC

Richard M. Ladyko, P.E
President

4400 Belle Grove Drive
Fort Pierce, Florida 34981

Phone: 772-530-8261
Fax: 772-464-1383

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	INSTITUTIONAL FT. PIERCE HIGH SCHOOL	RL	S.F. INTERMEDIATE DENSITY (R2)
South	RESIDENTIAL	RL	PLANNED DEVELOPMENT (PD)
East	RESIDENTIAL	RL	S.F. LOW DENSITY RES. (R1)
West	RESIDENTIAL	RL	PLANNED DEVELOPMENT (PD)

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RL	C1	5.0 UNITS/AC.	1.36	N/A
**Proposed	RL	C1	26,926 S.F.	1.36	N/A

II. Public Facilities Information:

A. Potable Water:		
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot	
Demand Analysis	Maximum	
Current Zoning/FLU	Total gallons per day	2,080 G.P.D.
**Proposed Zoning/FLU	Total gallons per day	3,680 G.P.D
**Change in Demand	Total gallons per day	+1,600 G.P.D.

B. Wastewater:		
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot	
Demand Analysis	Maximum	
Current Zoning/FLU	Total gallons per day	2080 G.P.D.
**Proposed Zoning/FLU	Total gallons per day	3680 G.P.D.
**Change in Demand	Total gallons per day	+1,600 G.P.D

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people	44,248	-0-	
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	FOREST GROVE	FT. PIERCE CENTRAL
City	FT. PIERCE	FT. PIERCE
Distance	1 mi.	0.1 mi.
Current Zoning/FLU Enrollment Demand	2	1
****Proposed Zoning/FLU Enrollment Demand**	0	0
****Change in Demand**	-2	-1

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	102 lbs/WEEK
****Proposed Zoning/FLU**	652 lbs/WEEK
***Change in Demand**	+550 lbs/WEEK

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	No Net Impact

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	74	6/8
****Proposed Zoning/FLU**	69	2/6
***Change in Demand**	-5 Trips	Trips -4
Impact to Capacity	No Level of Service Changes	

IV. Project Description

PHASING					
Is this project (phase) part of a larger project? [ ] Yes [X] No					
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.					
Total Project: Residential Units: Single Family: Multifamily:					
Non-residential (square footage):					
Mixed-use (describe use):					
(If this is a single phase project, name it Phase I – Total)					

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**
ADULT CONGREGATE	1	16478	1.36	11-2018	10-2019
LIVING FACILITY	2	10,448	—	1-2020	12/2020

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [X] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [X] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? _____

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [X] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

TRAFFIC IMPACT REPORT

For

THE MANOR ADULT LIVING FACILITY

In

The City of Fort Pierce
St. Lucie County

Prepared for

Red Lion Construction, Inc.
7548 South U.S. Highway #1
Port St. Lucie, Florida 34952
727-463-3800

Prepared By

Ladyko Design Group, LLC
4400 Belle Grove Drive
Ft. Pierce, FL 34981
772-530-8261

August 2018

TABLE OF CONTENTS

Project Description 1

Location Map 2

Study Methodology 3

Existing Conditions 3

Trip Generation 6

Trip Distribution 6

Capacity Analysis 8

Conclusion 10

References 11

Appendix A 12

PROJECT DESCRIPTION

The proposed residential development known as THE MANOR ADULT LIVING FACILITY is located on the west side of South 25th Street approximately 3/4 mile north of Midway Road (See Figure No. 1, Location Map). The property is approximately 1.43 acres in size and is proposed to consist of a 32 room senior living facility and is located in Section 29, Township 35 South, Range 41 East, City of Fort Pierce, St. Lucie County, Florida.

The construction of the project is anticipated to commence in 2019 and is anticipated for buildout in 2020.

This report has been prepared to study the traffic generated by the proposed development. In developing the scope and methodology of the report, data from the Institute of Transportation Engineers Trip Generation Manual, 9th Edition, St. Lucie Urban Area Metropolitan Planning Organization, Fall 2015 and Fall 2017 Traffic Counts and Level of Service Report, and the Florida Department of Transportation were used to determine the appropriate traffic values.

The project's traffic assignment and net external trips were utilized to determine the number of project trips on each segment. 2018 FDOT's Q/LOS Manual adopted level of Service (E) was used to develop the roadway capacities.

Figure 1

STUDY METHODOLOGY

SECTION A: DEFINITION OF STUDY AREA

The study area, as defined by the St. Lucie County Land Development Code, Section 11.02.09.9B shall be a 2 mile radius of the site which includes all major roadways and intersections within the zone of influence. The study area was reviewed with St. Lucie County Planning Staff and will not require the study of any major intersections.

SECTION B: INVENTORY OF EXISTING FACILITIES

Roadways:

South 25th Street

South 25th Street is classified as a County two-way, Arterial Uninterrupted Flow roadway. The portion of South 25th Street, which is located within the study area, is primarily a 4-lane divided rural roadway with right and left turn lanes both north and south of the subject property. All of the travel lanes are 12' in width, including the right and left turn lanes located along the roadway. The existing South 25th Street right-of-way for this section of roadway is 120' in width.

South 25th Street is maintained by the St. Lucie County. South 25th Street currently operates at LOS C. The LOS is based on the Annual Average Daily Traffic volumes as established in the "St. Lucie Urban Area Metropolitan Planning Organization Fall, 2017 Traffic Counts" and applied to the 2013 FDOT Generalized Daily Level of Service, Table 3, Uninterrupted Flow Highway, Rural Development.

Bell Avenue

Bell Avenue is classified as a County two-way, Collector Uninterrupted Flow roadway. The portion of Bell Avenue which is located within the study area, is primarily a 2-lane un-divided rural roadway with no turn lanes within the study area. All of the travel lanes are 12' in width, including the right and left turn lanes located along the roadway. The existing South 25th Street right-of-way for this section of roadway is 60' in width.

Bell Avenue is maintained by the St. Lucie County. Bell Avenue currently operates at LOS C. The LOS is based on the Annual Average Daily Traffic volumes as established in the "St. Lucie Urban Area Metropolitan Planning Organization Fall, 2017 Traffic Counts" and applied to the 2013 FDOT Generalized Daily Level of Service, Table 3, Uninterrupted Flow Highway, Rural Development.

Midway Road

Midway Road is currently classified as a County Class II, two-way Arterial Uninterrupted Flow roadway. The portion of Midway Road, which is located within the study area, is currently a non-state, signalized, 2-lane undivided urban roadway with residential streets located on the north and south sides, both east and west of the subject property and with a posted speed limit of 35 m.p.h. or less and exclusive left turn lanes at intersections.

Midway Road is maintained by St. Lucie County. Midway Road currently operates at LOS "F". The LOS is based on the Annual Average Daily Traffic volumes as established in the "St. Lucie Urban Area Metropolitan Planning Organization Fall 2016 Traffic Counts" and applied to the FDOT Generalized Daily Level of Service tables.

Based upon the initial review of the traffic impact report by St. Lucie County, their consultant has asked that the section of Midway road in question be analyzed as a 4-lane, divided section based upon it's Spring 2020 anticipated completion date.

This request will classify the Roadway under the 2018 Level of Service Handbook as a Non-State, Interrupted Flow, Minor (1 signal per ¼ mile), divided roadway with exclusive left and right turn lanes.

EXISTING TRAFFIC CONDITIONS

The Annual Average Daily Traffic volumes for the roadways located within the study area were obtained from the "St. Lucie Urban Area Metropolitan Planning Organization Fall, 2016 Traffic Counts" and AM and M Peak Volumes were obtained from the Fall 2015 Report.:

AVERAGE DAILY TRIPS

Roadway	Link	LOS(C) Capacity	AADT	Available Capacity
South 25th St.	Midway Rd. to Bell Ave.	26,370	19,423	6,947
South 25th St.	Bell Ave. to Edwards Rd.	26,370	16,637	9,733
Bell Avenue	South 25th St. to Sunrise Blvd.	14,600	3,411	11,189
Midway Road	S. 25th St. to Christensen	26,370	17,500	8,870
Midway Road	S. 25th St. to Sunrise	26,370	16,663	9,707

AM PEAK HOUR TRIPS

Roadway	Link	LOS(E) Capacity	AM Peak Directional	Available Capacity
South 25th St.	Midway Rd. to Bell Ave.	1,870	1,184	686
South 25th St.	Bell Ave. to Edwards Rd.	1,870	1,075	795
Bell Avenue	S. 25th St. to Sunrise Blvd	837	207	630
Midway Road	S. 25th St. to . Christensen	1,870	912	912
Midway Road	S. 25th St. to Sunrise Blvd.	1,870	1,018	852

PM PEAK HOUR TRIPS

Roadway	Link	LOS(E) Capacity	PM Peak Directional	Available Capacity
South 25th St.	Midway Rd. to Bell Ave.	1,870	1,105	765
South 25th St.	Bell Ave. to Edwards Rd.	1,870	1,092	778
Bell Avenue	S. 25th St. to Sunrise Blvd	837	250	587
Midway Road	S. 25th St. to . Christensen	1,870	896	974
Midway Road	S. 25th St. to Sunrise Blvd.	1,870	935	935

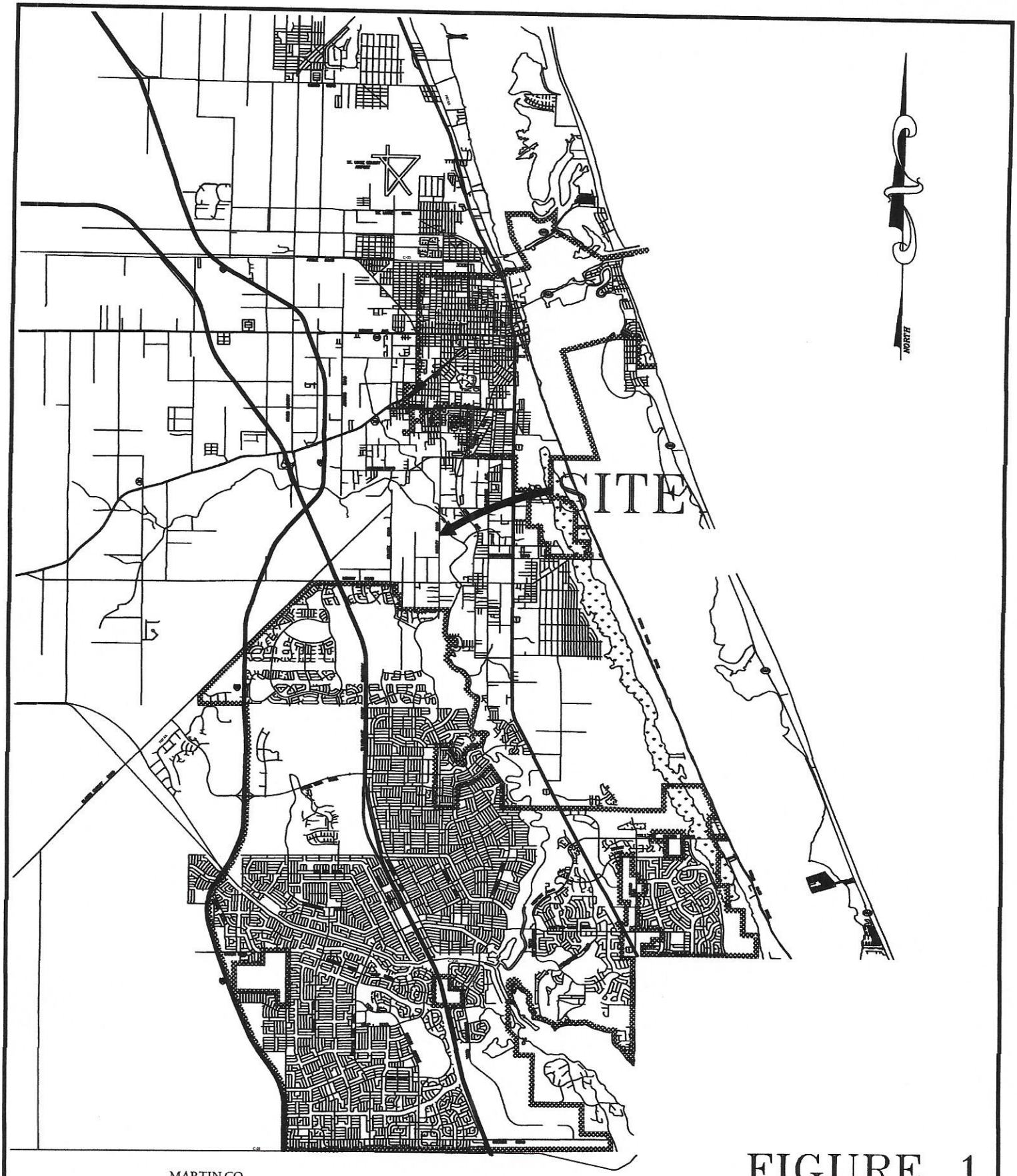


FIGURE 1

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

4400 BELLE GROVE DRIVE
FT. PIERCE, FL. 34981
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod225@aol.com
C.A. No. 28610

THE MANOR ADULT LIVING FACILITY
4201 SOUTH 25TH STREET

LOCATION MAP

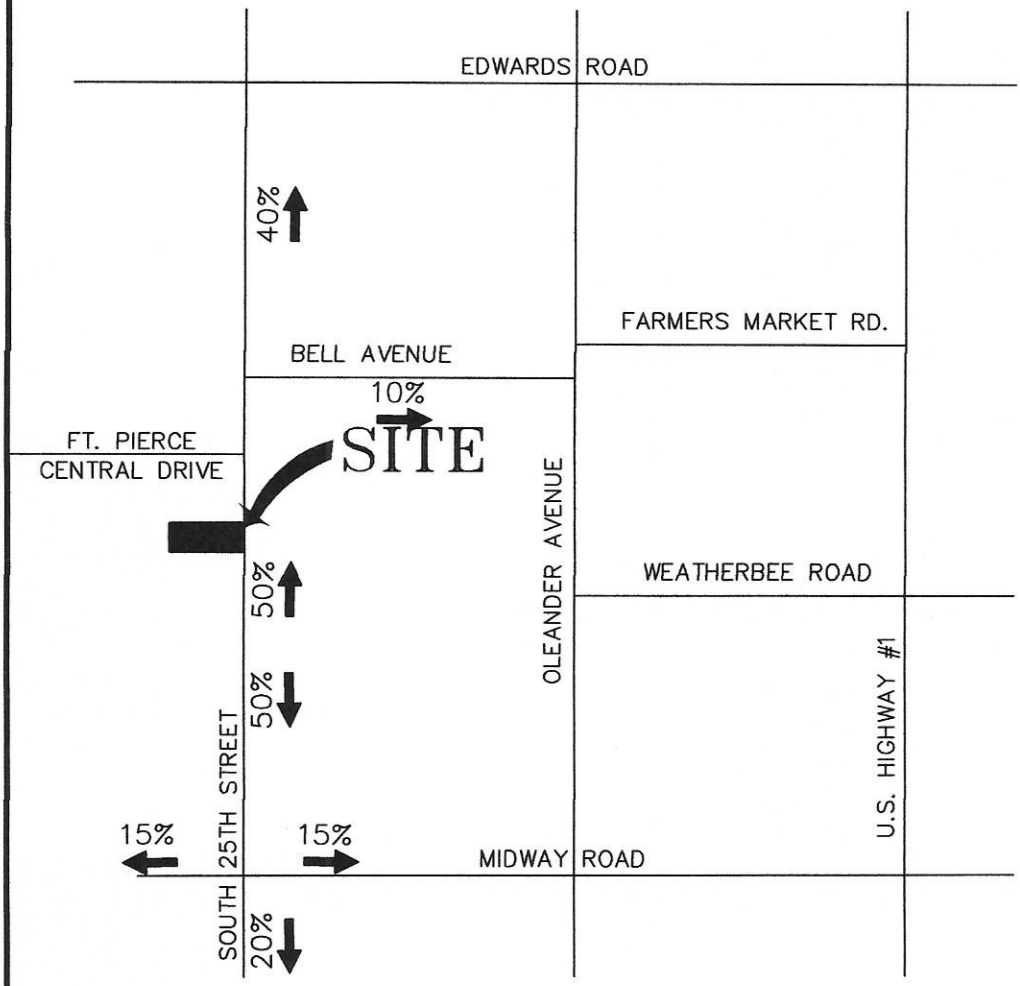




FIGURE 2

LDadyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

4400 BELLE GROVE DRIVE
FT. PIERCE, FL. 34981
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod225@aol.com
C.A. No. 28610

THE MANOR ADULT LIVING FACILITY
4201 SOUTH 25TH STREET

TRIP DISTRIBUTION BY PERCENT

TRIP GENERATION

The Trip Generation for the proposed THE MANOR ADULT LIVING FACILITY development was developed by utilizing the Institute of Transportation Engineers Trip Generation Manual, 9th Edition. The project will consist of 32 room senior living facility and be analyzed as such.

In developing the Trip Generation Rates, ITE Code 253 "ADULT CONGREGATE LIVING FACILITY" was reviewed for the ADT volume generations. The facility will contain 32 living units and will be constructed in two phases. The first phase will consist of 16 units and the full development of the site and the second phase will include the remaining 16 units. Peak Hour movements were analyzed in the AM and the PM as well.

Table I has been provided to depict the Trip Generation Rates for this development as follows:

TRIP GENERATION
Table I

Average Daily Traffic

Land Use	Units	Rate	Volume
Adult Congregate Living (ITE 253)	32 Units	2.15 trips/unit	69 vpd

AM Peak Hour

Land Use	Units	Rate	Volume
Adult Congregate Living (ITE 253)	32 Units	0.06 trips/room	2 vph 34% In – 1 vph 66% Out – 1 vph

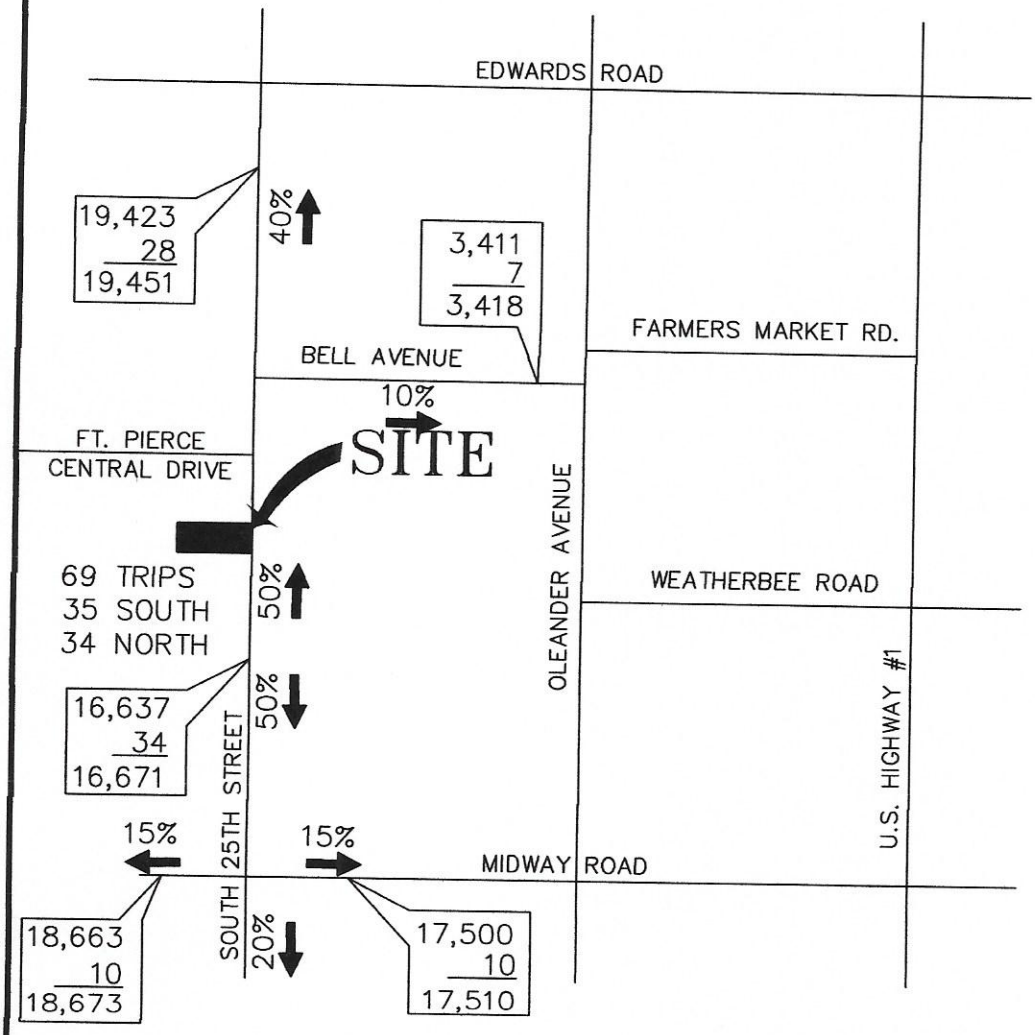
PM Peak Hour

Land Use	Units	Rate	Volume
Adult Congregate Living (ITE 253)	32 Units	0.17 trips/room	6 vph 54% In – 4 vph 46% Out – 2 vph

TRIP DISTRIBUTION

The distribution of trips to and from the site was based on the majority of traffic coming from the north. A summary of the major trip assignments are estimated as follows:

Roadway Link	Percentage	AADT Trips	AM Peak Hour Directional Trips	PM Peak Hour Directional Trips
South 25th St. South	50%	35 vpd	1 vph	3 vph
South 25th St. North	50%	34 vpd	1 vph	3 vph





LEGEND

341	EXISTING TRIPS (A.A.D.T.)
175	ADDITIONAL TRIPS ADDED BY PROJECT
516	TOTAL TRIPS (A.A.D.T.)

FIGURE 3

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

4400 BELLE GROVE DRIVE
FT. PIERCE, FL 34981
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod225@aol.com
C.A. No. 28610

THE MANOR ADULT LIVING FACILITY
4201 SOUTH 25TH STREET

TRIP DISTRIBUTION
BY PERCENT AND AADT

CAPACITY ANALYSIS

Link Analysis:

Average Daily Traffic Volumes

The Pre-Development Volumes used herein reflect the rates for year 2020, the buildout of the facility.

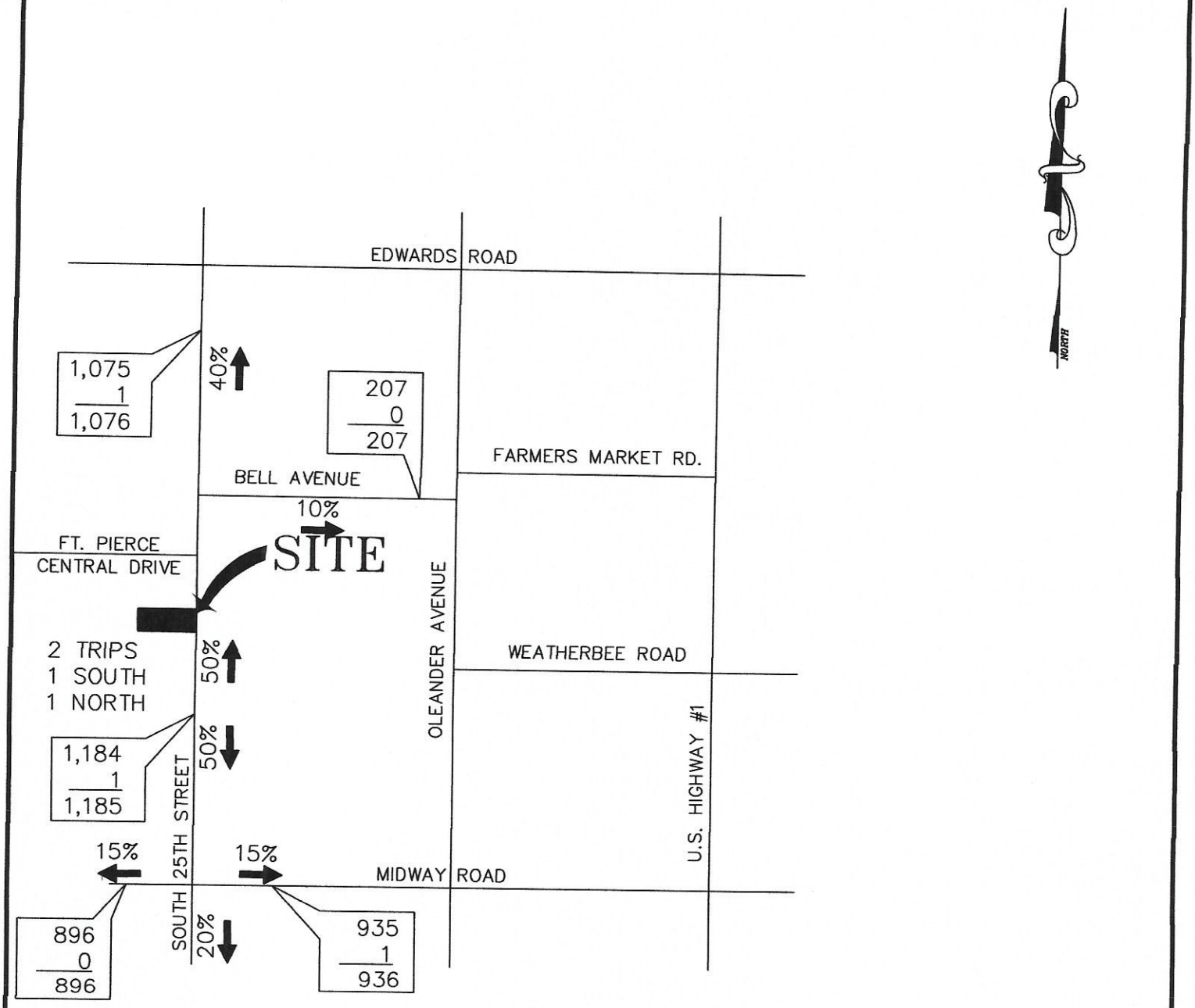
Roadway	Link	LOS (C) Capacity	Volume/LOS Pre-Development	Volume/LOS Post-Development
South 25th St.	Midway Rd. to Bell Ave.	26,370	19,423(C)	19,451(C)
South 25th St.	Bell Ave. to Edwards Rd.	26,370	16,637(C)	16,671(C)
Bell Avenue	South 25th St. to Sunrise Blvd.	14,600	3,411(C)	3,418(C)
Midway Road	S. 25th St. to Christensen	26,370	18,663(C)	18,673(C)
Midway Road	S. 25th St. to Sunrise	26,370	17,500(C)	17,510(C)

AM Peak Hour Directional Volumes

Roadway	Link	LOS (C) Capacity	Volume/LOS Pre-Development	Volume/LOS Post-Development
South 25th St.	Midway Rd. to Bell Ave.	1,870	1,184(C)	1,185(C)
South 25th St.	Bell Ave. to Edwards Rd.	1,870	1,075(C)	1,076(C)
Bell Avenue	S. 25th St. to Sunrise Blvd	837	207(C)	207(C)
Midway Road	S. 25th St. to . Christensen	1,870	896(C)	896(C)
Midway Road	S. 25th St. to Sunrise Blvd.	1,870	935(C)	936(C)

PM Peak Hour Directional Volumes

Roadway	Link	LOS(C) Capacity	Volume/LOS Pre-Development	Volume/LOS Post-Development
South 25th St.	Midway Rd. to Bell Ave.	1,870	1,105(C)	1,108(C)
South 25th St.	Bell Ave. to Edwards Rd.	1,870	1,092(C)	1,094(C)
Bell Avenue	S. 25th St. to Sunrise Blvd	837	250(C)	251(C)
Midway Road	S. 25th St. to . Christensen	1,870	896(C)	897(C)
Midway Road	S. 25th St. to Sunrise Blvd.	1,870	912(C)	913(C)



LEGEND

341	EXISTING TRIPS (A.M. PEAK HOUR)
36	ADDITIONAL TRIPS ADDED BY PROJECT
368	TOTAL TRIPS (A.M. PEAK HOUR)

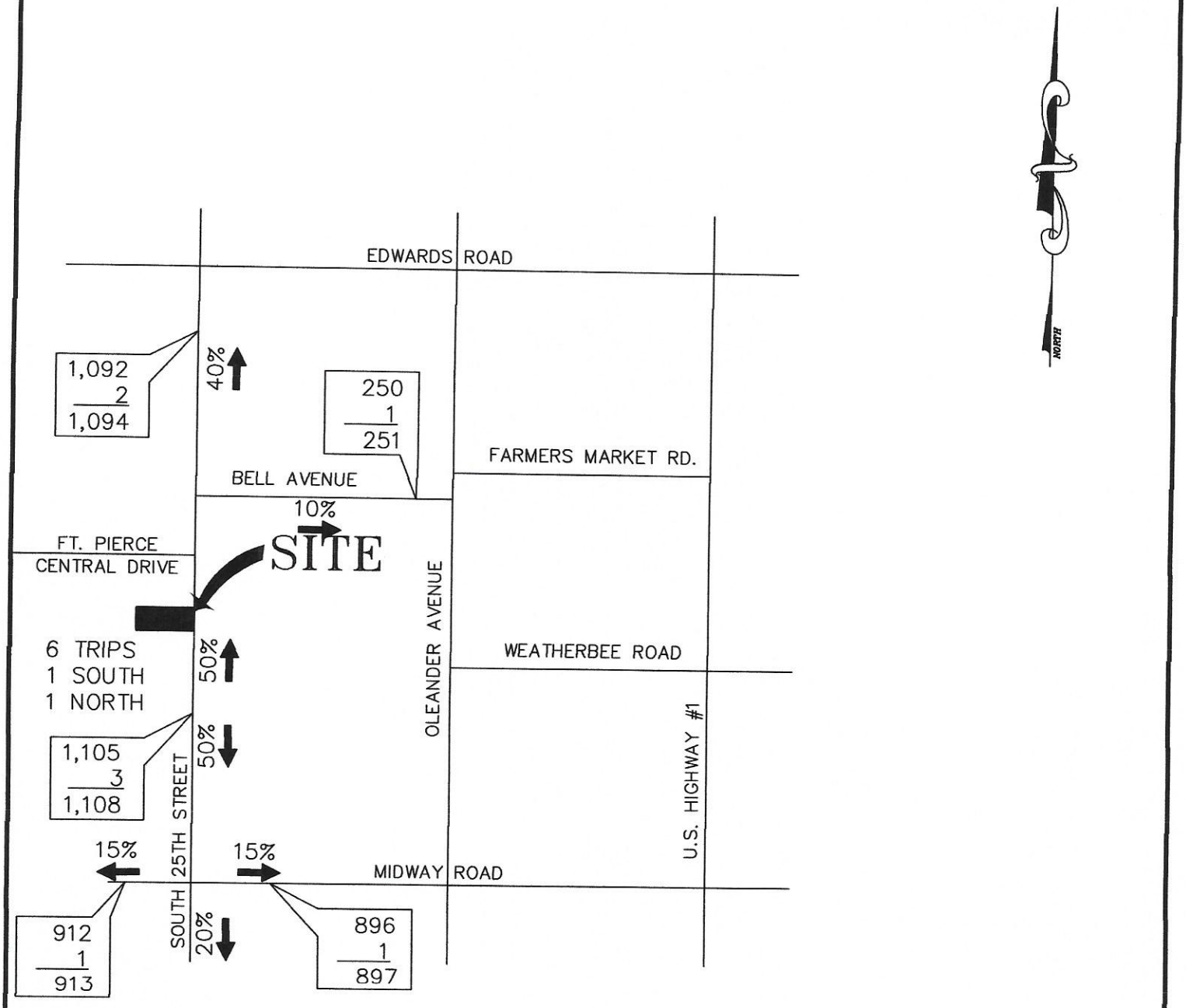
FIGURE 4

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

4400 BELLE GROVE DRIVE
FT. PIERCE, FL. 34981
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod225@aol.com
C.A. No. 28610

THE MANOR ADULT LIVING FACILITY
4201 SOUTH 25TH STREET

TRIP DISTRIBUTION
BY PERCENT AND A.M. PEAK HOUR



LEGEND

341	EXISTING TRIPS (A.M. PEAK HOUR)
36	ADDITIONAL TRIPS ADDED BY PROJECT
368	TOTAL TRIPS (A.M. PEAK HOUR)

FIGURE 5

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

4400 BELLE GROVE DRIVE
FT. PIERCE, FL 34981
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod225@aol.com
C.A. No. 28610

THE MANOR ADULT LIVING FACILITY
4201 SOUTH 25TH STREET

TRIP DISTRIBUTION
BY PERCENT AND P.M. PEAK HOUR

Figure 3

CONCLUSION

The results of the report prepared for the proposed THE MANOR ADULT LIVING FACILITY indicate that the traffic impacts of the project will not decrease the capacity of any roadway link on the roadway network of St. Lucie County and the F.D.O.T. to an unacceptable level within the study area and no capacity related roadway improvements would be required.

In keeping with the standards required by the Florida Department of Transportation it is no recommended that a left turn lane southbound into the project be constructed as the number of trips does not warrant the need. Additionally, 25th Street is a four lane divided roadway with existing turn lanes currently in place. North bound traffic wishing to enter the facility will need to make a U-turn at the left turn lane at the Fort Pierce Central School facility and then proceed south.

Submitted By

Richard M. Ladyko, P.E.
President
Florida Registration No. 34288

REFERENCES

1. F.D.O.T. – St. Lucie County Fall 2015 and Fall 2017 Traffic Counts & Level of Service Report
2. State of Florida Department of Transportation, Quality/Level of Service Handbook, 2018.
3. Institute of Transportation Engineers, Trip Generation Manual, 9th Edition.

APPENDIX A
TRAFFIC DATA

TABLE 7

Generalized **Peak Hour Directional** Volumes for Florida's **Urbanized Areas**[1]

03/14/2018

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Principal (1 signal per half mile)

Lanes	Median	B	C	D	E
1	Undivided	*	200	690	930
2	Divided	50	1,350	1,790	1,870
3	Divided	80	2,040	2,690	2,820

Minor (1 signal per quarter mile)

Lanes	Median	B	C	D	E
1	Undivided	*	*	210	710
2	Divided	*	470	1,390	1,840
3	Divided	*	880	2,190	2,780

930 minus 10% = 837

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
1	Divided	Yes	No	+5%
1	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Lanes	B	C	D	E
2	2,510	3,410	4,230	4,330
3	3,660	5,030	6,240	6,500
4	4,820	6,670	8,310	8,670
5	6,580	9,240	10,840	**
6	8,150	10,990	13,000	**

Freeway Adjustments

Auxiliary Lane	Ramp Metering
+ 1,000	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
1	Undivided	610	930	1,260	1,690
2	Divided	1,840	2,660	3,350	3,760
3	Divided	2,770	3,990	5,020	5,640

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
1	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

BICYCLE MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	150	390	1,000
50-84%	110	340	1,000	>1,000
85-100%	470	1,000	>1,000	**

PEDESTRIAN MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	140	480
50-84%	*	80	440	800
85-100%	200	540	880	>1,000

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

[1] Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the Highway Capacity Manual and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of motorized vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Planning Office
www.dot.state.fl.us/planning/systems/sm/los/default.shtm

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
Fall 2017

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
AVENUE Q	17TH ST to 13TH ST	701	3,747	2016	540	267	C	0.989	299	D	0.554
AVENUE O	13TH ST to US 1	685	1,900	2017	540	107	C	0.396	110	C	0.407
AVENUE C	10TH ST to 7TH ST	631	350	2017	540	20	C	0.074	21	C	0.078
BAYSHORE BLVD	MOUNTWELL ST to PORT ST LUCIE BLVD	621	6,900	2016	830	368	C	0.472	321	C	0.412
BAYSHORE BLVD	PORT ST LUCIE BLVD to THORNHILL DR	309	28,500	2017	2,100	1,406	C	0.700	1,325	C	0.659
BAYSHORE BLVD	THORNHILL DR to CROSSTOWN PKWY	948508	21,610	2015	2,100	-	-	-	-	-	-
BAYSHORE BLVD	CROSSTOWN PKWY to PRIMA VISTA BLVD	307	24,500	2017	2,100	1,197	C	0.596	1,166	C	0.580
BAYSHORE BLVD	PRIMA VISTA BLVD to FLORESTA DR	305	16,648	2016	920	931	F	1.012	828	C	0.952
BAYSHORE BLVD	FLORESTA DR to SELVITZ RD	622	13,500	2017	790	680	C	0.907	679	C	0.905
BAYSHORE BLVD	SELVITZ RD to 25TH ST	622	13,500	2017	750	680	D	0.907	679	D	0.905
BEACH AVE	OLEANDER AVE to RIO MAR DR	623	3,400	2017	540	240	C	0.889	205	C	0.759
BECKER RD	VILLAGE PKWY to I-95	624	2,500	2017	3,170	196	C	0.063	178	C	0.058
BECKER RD	I-95 to SAVONA BLVD	625	17,000	2017	2,000	1,556	C	0.815	1,408	C	0.737
BECKER RD	SAVONA BLVD to PORT ST LUCIE BLVD	626	15,000	2017	2,100	1,006	C	0.500	1,008	C	0.501
BECKER RD	ALBACORE ST to DARWIN BLVD	302	11,500	2017	1,500	746	C	0.522	685	C	0.479
BECKER RD	PORT ST LUCIE BLVD to ALBACORE ST	302	11,500	2017	2,100	746	C	0.371	685	C	0.341
BECKER RD	ATHENA DR to FLORIDA'S TURNPIKE	627	14,500	2017	1,500	1,246	C	0.871	1,157	C	0.809
BECKER RD	DARWIN BLVD to ATHENA DR	627	14,500	2017	2,000	1,246	C	0.652	1,157	C	0.606
BECKER RD	FLORIDA'S TURNPIKE to SOUTHBEND BLVD	628	16,000	2017	2,100	1,074	C	0.534	1,386	C	0.690
BECKER RD	SOUTHBEND BLVD to GILSON RD	629	13,000	2017	920	1,064	F	1.157	1,099	F	1.195
BELL AVE	25TH ST to SUNRISE BLVD	104	3,411	2015	790	207	C	0.531	250	C	0.641
BELL AVE	SUNRISE BLVD to OLEANDER AVE	102	3,309	2015	600	217	C	0.723	213	C	0.710
CASHMERE BLVD	PEACOCK BLVD to TORINO PKWY	676	9,900	2017	630	678	F	1.076	576	C	0.960
CALIFORNIA BLVD	CAMEO BLVD to DEL RIO BLVD	633	7,800	2015	750	547	D	0.729	448	D	0.597
CALIFORNIA BLVD	DEL RIO BLVD to SAVONA BLVD	634	13,500	2017	920	668	C	0.768	677	C	0.778

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
*** Volumes, LOS and V/C values with " - " designation are associated with FDOT Count Stations and will need to have current FDOT volume data supplied before values can be generated properly.**

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
Fall 2017

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
17TH ST	ORANGE AVE to AVENUE D	608	3,967	2016	750	232	C	0.627	222	C	0.600
17TH ST	AVENUE D to AVENUE Q	608	3,967	2016	750	232	C	0.627	222	C	0.600
25TH ST	MIDWAY RD to BELL AVE	940016	16,637	2015	2,100	-	-	-	-	-	-
25TH ST	BELL AVE to EDWARDS RD	159	19,423	2016	2,100	1,075	C	0.535	1,092	C	0.543
25TH ST	EDWARDS RD to CORTEZ BLVD	940021	21,613	2015	2,000	-	-	-	-	-	-
25TH ST	CORTEZ BLVD to VIRGINIA AVE	529	22,000	2017	2,000	1,150	C	0.602	1,204	C	0.630
25TH ST	VIRIGINIA AVE to NEBRASKA AVE	940015	21,031	2015	2,000	-	-	-	-	-	-
25TH ST	NEBRASKA AVE to OKEECHOBEE RD	940015	21,031	2015	2,000	-	-	-	-	-	-
25TH ST	OKEECHOBEE RD to GEORGIA AVE	609	21,500	2017	1,630	1,104	D	0.677	1,049	D	0.644
25TH ST	GEORGIA AVE to DELAWARE AVE	609	21,500	2017	1,630	1,104	D	0.677	1,049	D	0.644
25TH ST	DELAWARE AVE to ORANGE AVE	940014	18,928	2015	1,630	-	-	-	-	-	-
25TH ST	ORANGE AVE to AVENUE D	610	14,000	2016	1,630	606	C	0.830	595	C	0.815
25TH ST	AVENUE D to AVENUE Q	940050	14,241	2015	1,630	-	-	-	-	-	-
25TH ST	AVENUE Q to JUANITA AVE	945152	13,061	2015	2,000	-	-	-	-	-	-
25TH ST	JUANITA AVE to ST LUCIE BLVD	940791	13,814	2013	2,100	-	-	-	-	-	-
25TH ST	ST LUCIE BLVD to US 1	945165	5,210	2015	2,100	-	-	-	-	-	-
33RD ST	OKEECHOBEE RD to DELAWARE AVE	611	5,767	2016	750	337	C	0.911	277	C	0.749
33RD ST	DELAWARE AVE to ORANGE AVE	948507	5,850	2015	790	-	-	-	-	-	-
35TH ST	KIRBY LOOP RD to CORTEZ BLVD	612	6,800	2016	540	542	E	0.934	406	D	0.752
35TH ST	CORTEZ BLVD to VIRGINIA AVE	612	6,800	2016	790	542	D	0.686	406	D	0.514
35TH ST	VIRGINIA AVE to OKEECHOBEE RD	613	4,467	2016	750	270	C	0.730	272	C	0.735
53RD ST	ANGLE RD to JUANITA AVE	614	2,633	2016	540	140	C	0.519	155	C	0.574
AE BACKUS AVE	7TH ST to US 1	632	1,000	2017	750	68	C	0.184	78	C	0.211
AIROSO BLVD	PORT ST LUCIE BLVD to THORNHILL DR	303	17,500	2017	2,100	1,141	C	0.568	947	C	0.471
AIROSO BLVD	THORNHILL DR to CROSSTOWN PKWY	303	17,500	2017	2,100	1,141	C	0.568	947	C	0.471

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
*** Volumes, LOS and V/C values with " - " designation are associated with FDOT Count Stations and will need to have current FDOT volume data supplied before values can be generated properly.**

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
Fall 2017

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	682	9,100	2017	790	480	D	0.608	499	D	0.632
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	682	9,100	2017	540	480	D	0.889	499	D	0.924
MCCARTY RD	WILLIAMS RD to MIDWAY RD	680	350	2017	540	30	C	0.111	32	C	0.119
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	681	300	2015	540	29	C	0.107	22	C	0.081
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	683	10,500	2017	920	684	C	0.786	630	C	0.724
MIDWAY RD	EAST TORINO PKWY to MILNER DR	134	20,500	2017	880	1,084	F	1.232	1,085	F	1.233
MIDWAY RD	MILNER DR to W OF SELVITZ RD	134	20,500	2017	790	1,084	F	1.372	1,085	F	1.373
MIDWAY RD	OKEECHOBEE RD to SHINN RD	940732	4,742	2015	760	-	-	-	-	-	-
MIDWAY RD	SHINN RD to MCCARTY RD	940732	4,742	2015	630	-	-	-	-	-	-
MIDWAY RD	MCCARTY RD to I-95	940732	4,742	2015	700	-	-	-	-	-	-
MIDWAY RD	I-95 to GLADES CUT-OFF RD	945140	16,293	2015	2,100	-	-	-	-	-	-
MIDWAY RD	GLADES CUT-OFF RD to EAST TORINO PKWY	228	18,000	2017	2,100	1,105	C	0.550	1,037	C	0.516
MIDWAY RD	W OF SELVITZ RD to SELVITZ RD	134	20,500	2017	920	1,084	F	1.178	1,085	F	1.179
MIDWAY RD	SELVITZ RD to CHRISTENSEN RD	132	17,500	2017	920	912	D	0.991	896	D	0.974
MIDWAY RD	CHRISTENSEN RD to 25TH ST	132	17,500	2017	790	912	F	1.086	896	F	1.067
MIDWAY RD	25TH ST to SUNRISE BLVD	130	18,663	2016	790	1,018	F	1.212	935	F	1.113
MIDWAY RD	SUNRISE BLVD to OLEANDER AVE	130	18,663	2016	790	1,018	F	1.212	935	F	1.113
MIDWAY RD	OLEANDER AVE to US 1	242	15,533	2016	790	820	E	0.976	811	E	0.965
MIDWAY RD	US 1 to WALLACE ST	940023	3,600	2015	790	-	-	-	-	-	-
MIDWAY RD	WALLACE ST to WEATHERBEE RD	940023	3,600	2015	920	-	-	-	-	-	-
MIDWAY RD	WEATHERBEE RD to INDIAN RIVER DR	940023	3,600	2015	630	-	-	-	-	-	-
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	333	2,700	2017	920	162	C	0.186	155	C	0.178
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	331	4,637	2016	880	315	C	0.380	303	C	0.365
NEBRASKA AVE	25TH ST to 13TH ST	684	3,900	2017	1,710	242	C	0.314	204	C	0.265
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	621	6,900	2016	700	368	C	0.558	321	C	0.486

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

*** Volumes, LOS and V/C values with " - " designation are associated with FDOT Count Stations and will need to have current FDOT volume data supplied before values can be generated properly.**

DRAINAGE REPORT

For

The Manor
Adult Living Facility
4201 South 25th Street
Ft. Pierce, Florida

In

St. Lucie County

Prepared for

Red Lion Construction, Inc.
7548 South U.S. Highway #1
Port St. Lucie, Florida 34952
727-463-3800

Prepared By

Richard M. Ladyko, P.E.
Fla. Registration #34288
Ladyko Design Group, LLC
Engineers, Planners, Construction Managers
4400 Belle Grove Drive
Ft. Pierce, FL 34981
Phone: 772-530-8261
Certificate of Authorization #28610

August 2018

TABLE OF CONTENTS

Cover ..... Page 1

Table of Contents ..... Page 2

Drainage Narrative ..... Section I

Phase II Drainage Calculations ..... Section II

Phase II Storm ..... Section III

Drainage Summary ..... Section IV

Applicable Codes the Design is Intended to Meet:

City of Fort Pierce Land Development Code.
North St. Lucie River Water Control District Requirement
South Florida Water Management District Water Quality and Quantity Standards for Environmental Resource Permits (Volume IV).

Computer Programs used for the specifications and/or calculations:

S.F.W.M.D. Cascade.

Prepared by:

Richard M. Ladyko, P.E.
Fla. Registration #34288

SECTION "I"

Drainage Narrative

The Manor Adult Living Facility
4201 South 25th Street
Fort Pierce, Florida

Drainage Narrative

The proposed development is located approx. 0.50 miles north of Midway Road on the west side of South 25th Street, in Fort Pierce, Florida. The site is 1.36 acres in size and is currently vacant.

The Future Land Use Designation of the property is Low Density Residential (RL) with a Zoning Designation of Commercial Office (C-1). The new owner, Red Lion Construction, Inc., proposes to develop an Adult Congregate Living Facility on the property. The proposed facility will consist of 26,926 s.f. of building to be constructed in two phases, 10,961 s.f. of pavement and sidewalk, 9,067 s.f. of dry detention area and 12,246 s.f. of open space.

It is the intent of the developer of construct the project in two phases, with all of the pavement, sidewalk and dry detention area to be constructed with the first phase. The phase will include 16,478 s.f. of the proposed building structure.

The project will be designed with consideration of the rules and requirements of the City of Fort Pierce, South Florida Water Management District and the North St. Lucie River Water Control District.

Consideration will be given to the Minimum Finished Floor Elevation will be based upon the 100 year, 3 day, zero discharge event stage, the minimum perimeter grade, based upon the 25 year, 3 day event, the minimum discharge from the site, based upon the N.S.L.R.W.C.D., 10 year, 3 day event and the minimum pavement elevation which will be based upon the 10 year, 1 day storm event.

Discharge from the site will be to the North St. Lucie River Water Control District Canal #101 after water quality and storm attenuation is provided. Discharge is ultimately to the North Fork of the St. Lucie River, thence to the Intracoastal Waterway. Both bodies are Outstanding Florida Waterways (OFW) and as a result water quality will be provided to the extent of 150% of the required amount.

SECTION "II"

Drainage Calculations

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION #28610

4400 BELLE GROVE DRIVE
FT. PIERCE, FL. 34981
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod225@aol.com

JOB THE MANOR ADULT LIVING FACILITY
SHEET NO. 1 OF
CALCULATED BY [signature] DATE 8-26-2019
CHECKED BY DATE
SCALE

STORM WATER MANAGEMENT CALCULATIONS FOR THE MANOR

THE PROJECT CONSISTS OF A 1.36 ACRE PARCEL LOCATED ON THE WEST SIDE OF SOUTH 25TH STREET IN THE CITY OF FORT PIERCE FLORIDA. THE PROJECT WILL CONSIST OF 26,926 S.F. OF BUILDING TO BE CONSTRUCTED IN TWO PHASES, 10,961 S.F. OF PAVEMENT AND SIDEWALK 9,067 S.F. OF DRY DETENTION AND 12,346 S.F. OF OPEN/GREEN SPACE.

WATER QUALITY AND STORM ATTENUATION WILL BE PROVIDED IN THE DRY DETENTION AREA PRIOR TO DISCHARGE TO THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL #101. FLOW IS ULTIMATELY TO THE NORTH FORK OF THE ST. LUCIE RIVER, SO AS A RESULT 150% OF THE REQUIRED ATTENUATION AMOUNT WILL BE PROVIDED

LAND USE BREAKDOWN

	AREA	% IMP	IMP. AREA
BUILDING	0.62 Ac	100%	0.62 Ac
PAVEMENTS/WALKS	0.25 Ac	100%	0.25 Ac
DRY DETENTION	0.21 Ac	0%	0.00
OPEN/GREEN SPACE	0.28 Ac	0%	0.00
	1.36 Ac		0.87 Ac

% IMPERVIOUS

$0.87 / 1.36 \times 100 = 63.97\%$

PERVIOUS AREA

$1.36 - 0.87 = 0.49$ Ac.

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION #28610

4400 BELLE GROVE DRIVE
FT. PIERCE, FL. 34981
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod225@aol.com

JOB THE MANOR ADULT LIVING FACILITY
SHEET NO. 2 OF
CALCULATED BY [signature] DATE 8-26-2018
CHECKED BY DATE
SCALE

COMPUTE SCS CURVE NUMBER

AVG. GRADE ELEV. = 10.00
CONTROL ELEV = 5.00
5.00 DEPTH TO WATER TABLE
(USE 4.0' MAX.)

USE S.F.W.M.D.
S.W.E.R.P. HAND BOOK

4.0' ⟶ USE 10.9"

$10.9 \times 0.75 = 8.18"$

AVAILABLE SOIL STORAGE

$\frac{8.18}{12} \times 0.49\ Ac = 0.334$

EQUIVILENT SOIL STORAGE

$\frac{0.334}{1.36} \times 12 = 2.95"$

$$CN = \frac{1000}{10 + 2.95} = \frac{1000}{12.95} = 77$$

THE MANOR ADULT LIVING FACILITY
JOB #18-065

STAGE VERSES STORAGE CALCULATIONS

Elevation Ft.	DRY BOT. 0.05 Ac. 7.5 up (v)	DRY SLOPES 0.17 Ac. 7.5-9.0(L)	PAVEMENT 0.22 Ac. 9.0 -10.5.0(L)	OPEN SPACE 0.28 Ac. 9.0 -10.0 (L)	TOTAL AC-FT
6.5	0.000	0.000	0.000	0.000	0.000
7	0.000	0.000	0.000	0.000	0.000
7.5	0.000	0.000	0.000	0.000	0.000
8	0.025	0.014	0.000	0.000	0.039
8.5	0.050	0.057	0.000	0.000	0.107
9	0.075	0.128	0.000	0.000	0.203
9.5	0.100	0.213	0.018	0.035	0.366
10	0.125	0.298	0.073	0.140	0.636
10.5	0.150	0.383	0.165	0.280	0.978
11	0.175	0.468	0.275	0.420	1.338
11.5	0.200	0.553	0.385	0.560	1.698
12	0.225	0.638	0.495	0.700	2.058
12.5	0.250	0.723	0.605	0.840	2.418
13	0.275	0.909	0.715	0.980	2.879
13.5	0.300	0.893	0.825	1.120	3.138
14	0.325	0.978	0.935	1.260	3.498

Richard M. Ladyko, P.E.
Fla. P.E. #34288

Dadyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION #28610

4400 BELLE GROVE DRIVE
FT. PIERCE, FL 34981
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod225@aol.com

JOB THE MANOR ADULT LIVING FACILITY
SHEET NO. 4 OF
CALCULATED BY [signature] DATE 8-26-18
CHECKED BY DATE
SCALE

COMPUTE MINIMUM RETENTION/DETENTION FOR WATER QUALITY

PROVIDE WATER QUALITY TREATMENT EQUIVILENT TO THE GREATER OF THE FIRST INCH OF RUNOFF OR 2.5 TIMES THE PERCENT IMPERVIOUS

1) FIRST INCH

$1/12 \times 1.36 = 0.113$ Ac·FT

2) 2.5 TIMES % IMPERVIOUS

a) SITE AREA FOR WATER QUALITY

SITE AREA - (LAKES + ROOFS + WETLANDS)
$1.36 - (0 + 0.62 + 0) = 0.74$ Ac

b) IMPERVIOUS AREA
0.74 Ac $- 0.49$ Ac $= 0.25$ Ac

c) % IMPERVIOUS
$0.25/0.74 \times 100\% = 33.78\%$

d) 2.5 TIMES % IMPERVIOUS
$.3378 \times 2.5 = 0.845$

e) VOLUME TO BE DETAINED

$.845/12 \times 0.74 = .052$ Ac·FT

FIRST INCH CONTROLS → 0.113 Ac·FT

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION #28610

4400 BELLE GROVE DRIVE
FT. PIERCE, FL. 34981
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod225@aol.com

JOB THE MANOR ADULT LIVING FACILITY
SHEET NO. 5 OF
CALCULATED BY [signature] DATE 8-26-2018
CHECKED BY DATE
SCALE

PROVIDE 150% OF THE REQUIRED AMOUNT FOR WATER QUALITY AS THE DISCHARGE IS TO THE NORTH FORK OF THE ST. LUCIE RIVER, AN OUTSTANDING FLORIDA WATER (O.F.W.)

$0.113 \times 1.50 = 0.1695$ Ac. FT

SET CONTROL STRUCTURE BLEEDER TOP ELEVATION

$$\frac{0.1695 - 0.102}{0.203 - 0.107} = \frac{.0625}{.096} = 0.65 \times .5 = 0.33$$

$9.0 + 0.33 = 9.33$ (min)

COMPUTE MINIMUM FINISHED FLOOR ELEV., 100yr, 3DAY, 0 DISCH

$P_{100(3)} = 12.23''$

$S = 2.95'$

$$Q = \frac{(12.23 - 0.2(2.95))^2}{12.23 + 0.8(2.95)} \cdot \frac{135.486}{14.59} = 9.28''$$

$\frac{9.28}{12} \times 1.36 = 1.052$ Ac. FT

$$\frac{1.052 - 0.978}{1.338 - 0.978} = \frac{.074}{0.360} = 0.205 \times .5 = .11$$

$10.5 + 0.11 = 10.61'$

USE 11.00' (MIN)

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION #28610

4400 BELLE GROVE DRIVE
FT. PIERCE, FL. 34981
PHONE: 772-530-8261
FAX: 772-464-1383
enginpod225@aol.com

JOB THE MANOR ADULT LIVING FACILITY
SHEET NO. 6 OF
CALCULATED BY [signature] DATE 8-26-20B
CHECKED BY DATE
SCALE

Compute 25 year, 3 DAY, 0 DISCHARGE STAGE

$P_{25(3)} = 9.5'$

$S = 2.95''$

$$Q = \frac{(9.5 - 0.2(2.95))^2}{9.5 + 0.8(2.95)} = \frac{79.383}{11.860} = 6.69''$$

$$6.69/12 \times 1.36 = 0.758 \text{ Ac. Ft}$$

$$\frac{0.758 - 0.636}{0.978 - 0.636} = \frac{0.122}{0.342} = 0.36 \times .5 = 0.18$$

$$10.00 + 0.18 = 10.18'$$

ALLOWABLE DISCHARGE

DISCHARGE WILL BE TO THE N.S.L.R.W.C.D. CANAL #101

DISCHARGE IS BASED UPON A VOLUMETRIC BASIS OF 2.0 INCHES PER DAY OVER THE 1.36 ACRE PARCEL

$2.0'' \times 1.36 \text{ Ac} = 2.72 \text{ Ac. INCH}$

$$\frac{2.72 \text{ Ac. IN} / 1 \text{ FT} / 43560 \text{ s.f.}}{12 \text{ INCH} / 1 \text{ ACRE} / 1 \text{ DAY}} = 9873.6 \text{ ft}^3/\text{DAY}$$

$$\frac{9873.6 \text{ ft}^3 / 1 \text{ DAY}}{\text{DAY} / 86400 \text{ SEC}} = 0.114 \text{ C.f.s.}$$

USE MINIMUM SIZE BLEEDER → 3"ϕ

SECTION "III"

PHASE TWO
STORM ROUTINGS

10 YEAR, 24 HOUR EVENT
MINIMUM ROAD CROWN
5.5 INCHES OF RAINFALL

Project Name: The Manor Adult Living Facility
Reviewer: R. Ladyko
Project Number: 18-065
Period Begin: Jan 01, 2000;0000 hr End: Jan 05, 2000;0000 hr Duration: 96 hr
Time Step: 0.2 hr, Iterations: 10

Basin 1: on-site

Method: Santa Barbara Unit Hydrograph
Rainfall Distribution: SFWMD - 24 hr
Design Frequency: 10 year
1 Day Rainfall: 5.5 inches
Area: 1.36 acres
Ground Storage: 2.95 inches
Time of Concentration: 0.5 hours
Initial Stage: 6.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
6.50	0.00
7.00	0.00
7.50	0.00
8.00	0.04
8.50	0.11
9.00	0.20
9.50	0.37
10.00	0.64
10.50	0.98
11.00	1.34
11.50	1.70
12.00	2.06
12.50	2.42
13.00	2.88

Offsite Receiving Body: Offsite

Time (hr)	Stage (ft NGVD)
0.00	0.00
1000.00	0.00

Structure: 1

From Basin: on-site
To Basin: Offsite
Structure Type: Gravity
Weir: Sharp Crested, Crest Elev = 9.8 ft NGVD, Length = 3 ft
Bleeder: Circular, Invert Elev = 6.5 ft NGVD, Diameter = 0.25 ft
Default Coefs: Weir Coef = 0.6, Orifice Coef = 0.6
Pipe: Diameter = 1.5 ft, Manning's n = 0.024, Length = 35 ft
US Invert Elev = 6 ft NGVD, DS Invert Elev = 5.8 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	6.50	0.00
1.00	0.05	0.00	0.00	0.00	6.50	0.00
2.00	0.11	0.00	0.00	0.00	6.50	0.00
3.00	0.18	0.00	0.00	0.00	6.50	0.00
4.00	0.25	0.00	0.00	0.00	6.50	0.00
5.00	0.34	0.00	0.00	0.00	6.50	0.00
6.00	0.46	0.00	0.00	0.00	6.50	0.00
7.00	0.59	0.00	0.00	0.00	7.50	0.00
8.00	0.75	0.01	0.00	0.00	7.51	0.00
9.00	0.94	0.04	0.00	0.00	6.50	0.00
10.00	1.17	0.08	0.00	0.01	7.50	0.00
11.00	1.48	0.16	0.22	0.02	7.50	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
12.00	3.61	2.22	0.28	0.03	8.06	0.00
13.00	4.22	0.79	0.34	0.06	8.65	0.00
14.00	4.50	0.36	0.34	0.09	8.73	0.00
15.00	4.68	0.22	0.34	0.12	8.70	0.00
16.00	4.84	0.19	0.34	0.15	8.64	0.00
17.00	4.94	0.12	0.33	0.17	8.56	0.00
18.00	5.04	0.12	0.32	0.20	8.45	0.00
19.00	5.14	0.11	0.31	0.23	8.33	0.00
20.00	5.24	0.11	0.30	0.25	8.22	0.00
21.00	5.30	0.08	0.29	0.27	8.10	0.00
22.00	5.37	0.08	0.27	0.30	7.96	0.00
23.00	5.43	0.08	0.25	0.32	7.76	0.00
24.00	5.50	0.08	0.23	0.34	7.59	0.00
25.00	5.50	0.01	0.00	0.35	7.50	0.00
26.00	5.50	0.00	0.00	0.35	7.51	0.00
27.00	5.50	0.00	0.00	0.35	7.51	0.00
28.00	5.50	0.00	0.00	0.35	7.51	0.00
29.00	5.50	0.00	0.00	0.35	7.51	0.00
30.00	5.50	0.00	0.00	0.35	7.51	0.00
31.00	5.50	0.00	0.00	0.35	7.51	0.00
32.00	5.50	0.00	0.00	0.35	7.51	0.00
33.00	5.50	0.00	0.00	0.35	7.51	0.00
34.00	5.50	0.00	0.00	0.35	7.51	0.00
35.00	5.50	0.00	0.00	0.35	7.51	0.00
36.00	5.50	0.00	0.00	0.35	7.51	0.00
37.00	5.50	0.00	0.00	0.35	7.51	0.00
38.00	5.50	0.00	0.00	0.35	7.51	0.00
39.00	5.50	0.00	0.00	0.35	7.51	0.00
40.00	5.50	0.00	0.00	0.35	7.51	0.00
41.00	5.50	0.00	0.00	0.35	7.51	0.00
42.00	5.50	0.00	0.00	0.35	7.51	0.00
43.00	5.50	0.00	0.00	0.35	7.51	0.00
44.00	5.50	0.00	0.00	0.35	7.51	0.00
45.00	5.50	0.00	0.00	0.35	7.51	0.00
46.00	5.50	0.00	0.00	0.35	7.51	0.00
47.00	5.50	0.00	0.00	0.35	7.51	0.00
48.00	5.50	0.00	0.00	0.35	7.51	0.00
49.00	5.50	0.00	0.00	0.35	7.51	0.00
50.00	5.50	0.00	0.00	0.35	7.51	0.00
51.00	5.50	0.00	0.00	0.35	7.51	0.00
52.00	5.50	0.00	0.00	0.35	7.51	0.00
53.00	5.50	0.00	0.00	0.35	7.51	0.00
54.00	5.50	0.00	0.00	0.35	7.51	0.00
55.00	5.50	0.00	0.00	0.35	7.51	0.00
56.00	5.50	0.00	0.00	0.35	7.51	0.00
57.00	5.50	0.00	0.00	0.35	7.51	0.00
58.00	5.50	0.00	0.00	0.35	7.51	0.00
59.00	5.50	0.00	0.00	0.35	7.51	0.00
60.00	5.50	0.00	0.00	0.35	7.51	0.00
61.00	5.50	0.00	0.00	0.35	7.51	0.00
62.00	5.50	0.00	0.00	0.35	7.51	0.00
63.00	5.50	0.00	0.00	0.35	7.51	0.00
64.00	5.50	0.00	0.00	0.35	7.51	0.00
65.00	5.50	0.00	0.00	0.35	7.51	0.00
66.00	5.50	0.00	0.00	0.35	7.51	0.00
67.00	5.50	0.00	0.00	0.35	7.51	0.00
68.00	5.50	0.00	0.00	0.35	7.51	0.00
69.00	5.50	0.00	0.00	0.35	7.51	0.00
70.00	5.50	0.00	0.00	0.35	7.51	0.00
71.00	5.50	0.00	0.00	0.35	7.51	0.00
72.00	5.50	0.00	0.00	0.35	7.51	0.00
73.00	5.50	0.00	0.00	0.35	7.51	0.00
74.00	5.50	0.00	0.00	0.35	7.51	0.00
75.00	5.50	0.00	0.00	0.35	7.51	0.00
76.00	5.50	0.00	0.00	0.35	7.51	0.00
77.00	5.50	0.00	0.00	0.35	7.51	0.00
78.00	5.50	0.00	0.00	0.35	7.51	0.00
79.00	5.50	0.00	0.00	0.35	7.51	0.00
80.00	5.50	0.00	0.00	0.35	7.51	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
81.00	5.50	0.00	0.00	0.35	7.51	0.00
82.00	5.50	0.00	0.00	0.35	7.51	0.00
83.00	5.50	0.00	0.00	0.35	7.51	0.00
84.00	5.50	0.00	0.00	0.35	7.51	0.00
85.00	5.50	0.00	0.00	0.35	7.51	0.00
86.00	5.50	0.00	0.00	0.35	7.51	0.00
87.00	5.50	0.00	0.00	0.35	7.51	0.00
88.00	5.50	0.00	0.00	0.35	7.51	0.00
89.00	5.50	0.00	0.00	0.35	7.51	0.00
90.00	5.50	0.00	0.00	0.35	7.51	0.00
91.00	5.50	0.00	0.00	0.35	7.51	0.00
92.00	5.50	0.00	0.00	0.35	7.51	0.00
93.00	5.50	0.00	0.00	0.35	7.51	0.00
94.00	5.50	0.00	0.00	0.35	7.51	0.00
95.00	5.50	0.00	0.00	0.35	7.51	0.00
96.00	5.50	0.00	0.00	0.35	7.51	0.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	0.34	14.00	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
on-site	8.73	14.00	6.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
on-site	0.35	0.00	0.35	0.00	0.00	0.00

10 YEAR, 72 HOUR EVENT
DESIGN DISCHAREG
N.S.L.R.W.C.D. CRITERIA
7.47 INCHES OF RAINFALL

Project Name: The Manor Adult Living Facility
Reviewer: R. Ladyko
Project Number: 18-065
Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr
Time Step: 0.2 hr, Iterations: 10

Basin 1: on-site

Method: Santa Barbara Unit Hydrograph
Rainfall Distribution: SFWMD - 3day
Design Frequency: 10 year
3 Day Rainfall: 7.47 inches
Area: 1.36 acres
Ground Storage: 2.95 inches
Time of Concentration: 0.5 hours
Initial Stage: 6.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
6.50	0.00
7.00	0.00
7.50	0.00
8.00	0.04
8.50	0.11
9.00	0.20
9.50	0.37
10.00	0.64
10.50	0.98
11.00	1.34
11.50	1.70
12.00	2.06
12.50	2.42
13.00	2.88

Offsite Receiving Body: Offsite

Time (hr)	Stage (ft NGVD)
0.00	0.00
1000.00	0.00

Structure: 1

From Basin: on-site
To Basin: Offsite
Structure Type: Gravity
Weir: Sharp Crested, Crest Elev = 9.8 ft NGVD, Length = 3 ft
Bleeder: Circular, Invert Elev = 6.5 ft NGVD, Diameter = 0.25 ft
Default Coefs: Weir Coef = 0.6, Orifice Coef = 0.6
Pipe: Diameter = 1.5 ft, Manning's n = 0.024, Length = 35 ft
US Invert Elev = 6 ft NGVD, DS Invert Elev = 5.8 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	6.50	0.00
1.00	0.03	0.00	0.00	0.00	6.50	0.00
2.00	0.07	0.00	0.00	0.00	6.50	0.00
3.00	0.10	0.00	0.00	0.00	6.50	0.00
4.00	0.13	0.00	0.00	0.00	6.50	0.00
5.00	0.17	0.00	0.00	0.00	6.50	0.00
6.00	0.20	0.00	0.00	0.00	6.50	0.00
7.00	0.23	0.00	0.00	0.00	6.50	0.00
8.00	0.27	0.00	0.00	0.00	6.50	0.00
9.00	0.30	0.00	0.00	0.00	6.50	0.00
10.00	0.33	0.00	0.00	0.00	6.50	0.00
11.00	0.37	0.00	0.00	0.00	6.50	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
12.00	0.40	0.00	0.00	0.00	6.50	0.00
13.00	0.43	0.00	0.00	0.00	6.50	0.00
14.00	0.47	0.00	0.00	0.00	6.50	0.00
15.00	0.50	0.00	0.00	0.00	6.50	0.00
16.00	0.54	0.00	0.00	0.00	6.50	0.00
17.00	0.57	0.00	0.00	0.00	6.50	0.00
18.00	0.60	0.00	0.00	0.00	7.50	0.00
19.00	0.64	0.00	0.00	0.00	7.50	0.00
20.00	0.67	0.00	0.00	0.00	7.50	0.00
21.00	0.70	0.00	0.00	0.00	7.50	0.00
22.00	0.74	0.00	0.00	0.00	7.51	0.00
23.00	0.77	0.00	0.00	0.00	7.51	0.00
24.00	0.80	0.01	0.00	0.00	7.52	0.00
25.00	0.85	0.01	0.00	0.00	6.50	0.00
26.00	0.90	0.01	0.00	0.00	6.50	0.00
27.00	0.95	0.01	0.00	0.00	7.50	0.00
28.00	1.00	0.01	0.00	0.00	7.52	0.00
29.00	1.05	0.02	0.00	0.01	6.50	0.00
30.00	1.10	0.02	0.00	0.01	7.50	0.00
31.00	1.14	0.02	0.00	0.01	7.52	0.00
32.00	1.19	0.02	0.00	0.01	6.50	0.00
33.00	1.24	0.02	0.00	0.01	7.52	0.00
34.00	1.29	0.02	0.00	0.01	6.50	0.00
35.00	1.34	0.02	0.00	0.01	7.52	0.00
36.00	1.39	0.02	0.00	0.02	6.50	0.00
37.00	1.44	0.03	0.22	0.02	7.50	0.00
38.00	1.49	0.03	0.00	0.02	7.51	0.00
39.00	1.53	0.03	0.00	0.03	6.50	0.00
40.00	1.58	0.03	0.00	0.03	7.52	0.00
41.00	1.63	0.03	0.00	0.03	7.50	0.00
42.00	1.68	0.03	0.00	0.03	6.50	0.00
43.00	1.73	0.03	0.00	0.03	7.52	0.00
44.00	1.78	0.03	0.00	0.04	7.51	0.00
45.00	1.83	0.03	0.00	0.04	6.50	0.00
46.00	1.88	0.03	0.00	0.04	6.50	0.00
47.00	1.92	0.03	0.00	0.04	7.52	0.00
48.00	1.97	0.04	0.00	0.05	7.51	0.00
49.00	2.03	0.04	0.00	0.05	7.51	0.00
50.00	2.08	0.04	0.00	0.05	7.50	0.00
51.00	2.15	0.05	0.00	0.06	7.50	0.00
52.00	2.22	0.06	0.00	0.06	7.51	0.00
53.00	2.31	0.08	0.22	0.07	7.51	0.00
54.00	2.43	0.10	0.22	0.08	7.51	0.00
55.00	2.57	0.12	0.00	0.08	7.51	0.00
56.00	2.73	0.14	0.22	0.10	7.53	0.00
57.00	2.91	0.17	0.22	0.11	7.51	0.00
58.00	3.14	0.22	0.22	0.12	7.52	0.00
59.00	3.45	0.31	0.23	0.14	7.56	0.00
60.00	5.58	2.80	0.30	0.17	8.27	0.00
61.00	6.19	0.92	0.36	0.19	8.91	0.00
62.00	6.47	0.41	0.36	0.22	9.01	0.00
63.00	6.65	0.24	0.36	0.25	8.99	0.00
64.00	6.81	0.21	0.36	0.28	8.93	0.00
65.00	6.91	0.13	0.35	0.31	8.84	0.00
66.00	7.01	0.12	0.34	0.34	8.75	0.00
67.00	7.11	0.12	0.34	0.37	8.65	0.00
68.00	7.21	0.12	0.33	0.40	8.56	0.00
69.00	7.27	0.09	0.32	0.42	8.45	0.00
70.00	7.34	0.08	0.31	0.45	8.31	0.00
71.00	7.40	0.08	0.29	0.47	8.18	0.00
72.00	7.47	0.08	0.28	0.50	8.05	0.00
73.00	7.47	0.01	0.26	0.52	7.84	0.00
74.00	7.47	0.00	0.23	0.54	7.59	0.00
75.00	7.47	0.00	0.00	0.54	7.52	0.00
76.00	7.47	0.00	0.00	0.54	7.52	0.00
77.00	7.47	0.00	0.00	0.54	7.52	0.00
78.00	7.47	0.00	0.00	0.54	7.52	0.00
79.00	7.47	0.00	0.00	0.54	7.52	0.00
80.00	7.47	0.00	0.00	0.54	7.52	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
81.00	7.47	0.00	0.00	0.54	7.52	0.00
82.00	7.47	0.00	0.00	0.54	7.52	0.00
83.00	7.47	0.00	0.00	0.54	7.52	0.00
84.00	7.47	0.00	0.00	0.54	7.52	0.00
85.00	7.47	0.00	0.00	0.54	7.52	0.00
86.00	7.47	0.00	0.00	0.54	7.52	0.00
87.00	7.47	0.00	0.00	0.54	7.52	0.00
88.00	7.47	0.00	0.00	0.54	7.52	0.00
89.00	7.47	0.00	0.00	0.54	7.52	0.00
90.00	7.47	0.00	0.00	0.54	7.52	0.00
91.00	7.47	0.00	0.00	0.54	7.52	0.00
92.00	7.47	0.00	0.00	0.54	7.52	0.00
93.00	7.47	0.00	0.00	0.54	7.52	0.00
94.00	7.47	0.00	0.00	0.54	7.52	0.00
95.00	7.47	0.00	0.00	0.54	7.52	0.00
96.00	7.47	0.00	0.00	0.54	7.52	0.00
97.00	7.47	0.00	0.00	0.54	7.52	0.00
98.00	7.47	0.00	0.00	0.54	7.52	0.00
99.00	7.47	0.00	0.00	0.54	7.52	0.00
100.00	7.47	0.00	0.00	0.54	7.52	0.00
101.00	7.47	0.00	0.00	0.54	7.52	0.00
102.00	7.47	0.00	0.00	0.54	7.52	0.00
103.00	7.47	0.00	0.00	0.54	7.52	0.00
104.00	7.47	0.00	0.00	0.54	7.52	0.00
105.00	7.47	0.00	0.00	0.54	7.52	0.00
106.00	7.47	0.00	0.00	0.54	7.52	0.00
107.00	7.47	0.00	0.00	0.54	7.52	0.00
108.00	7.47	0.00	0.00	0.54	7.52	0.00
109.00	7.47	0.00	0.00	0.54	7.52	0.00
110.00	7.47	0.00	0.00	0.54	7.52	0.00
111.00	7.47	0.00	0.00	0.54	7.52	0.00
112.00	7.47	0.00	0.00	0.54	7.52	0.00
113.00	7.47	0.00	0.00	0.54	7.52	0.00
114.00	7.47	0.00	0.00	0.54	7.52	0.00
115.00	7.47	0.00	0.00	0.54	7.52	0.00
116.00	7.47	0.00	0.00	0.54	7.52	0.00
117.00	7.47	0.00	0.00	0.54	7.52	0.00
118.00	7.47	0.00	0.00	0.54	7.52	0.00
119.00	7.47	0.00	0.00	0.54	7.52	0.00
120.00	7.47	0.00	0.00	0.54	7.52	0.00
121.00	7.47	0.00	0.00	0.54	7.52	0.00
122.00	7.47	0.00	0.00	0.54	7.52	0.00
123.00	7.47	0.00	0.00	0.54	7.52	0.00
124.00	7.47	0.00	0.00	0.54	7.52	0.00
125.00	7.47	0.00	0.00	0.54	7.52	0.00
126.00	7.47	0.00	0.00	0.54	7.52	0.00
127.00	7.47	0.00	0.00	0.54	7.52	0.00
128.00	7.47	0.00	0.00	0.54	7.52	0.00
129.00	7.47	0.00	0.00	0.54	7.52	0.00
130.00	7.47	0.00	0.00	0.54	7.52	0.00
131.00	7.47	0.00	0.00	0.54	7.52	0.00
132.00	7.47	0.00	0.00	0.54	7.52	0.00
133.00	7.47	0.00	0.00	0.54	7.52	0.00
134.00	7.47	0.00	0.00	0.54	7.52	0.00
135.00	7.47	0.00	0.00	0.54	7.52	0.00
136.00	7.47	0.00	0.00	0.54	7.52	0.00
137.00	7.47	0.00	0.00	0.54	7.52	0.00
138.00	7.47	0.00	0.00	0.54	7.52	0.00
139.00	7.47	0.00	0.00	0.54	7.52	0.00
140.00	7.47	0.00	0.00	0.54	7.52	0.00
141.00	7.47	0.00	0.00	0.54	7.52	0.00
142.00	7.47	0.00	0.00	0.54	7.52	0.00
143.00	7.47	0.00	0.00	0.54	7.52	0.00
144.00	7.47	0.00	0.00	0.54	7.52	0.00
145.00	7.47	0.00	0.00	0.54	7.52	0.00
146.00	7.47	0.00	0.00	0.54	7.52	0.00
147.00	7.47	0.00	0.00	0.54	7.52	0.00
148.00	7.47	0.00	0.00	0.54	7.52	0.00
149.00	7.47	0.00	0.00	0.54	7.52	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
150.00	7.47	0.00	0.00	0.54	7.52	0.00
151.00	7.47	0.00	0.00	0.54	7.52	0.00
152.00	7.47	0.00	0.00	0.54	7.52	0.00
153.00	7.47	0.00	0.00	0.54	7.52	0.00
154.00	7.47	0.00	0.00	0.54	7.52	0.00
155.00	7.47	0.00	0.00	0.54	7.52	0.00
156.00	7.47	0.00	0.00	0.54	7.52	0.00
157.00	7.47	0.00	0.00	0.54	7.52	0.00
158.00	7.47	0.00	0.00	0.54	7.52	0.00
159.00	7.47	0.00	0.00	0.54	7.52	0.00
160.00	7.47	0.00	0.00	0.54	7.52	0.00
161.00	7.47	0.00	0.00	0.54	7.52	0.00
162.00	7.47	0.00	0.00	0.54	7.52	0.00
163.00	7.47	0.00	0.00	0.54	7.52	0.00
164.00	7.47	0.00	0.00	0.54	7.52	0.00
165.00	7.47	0.00	0.00	0.54	7.52	0.00
166.00	7.47	0.00	0.00	0.54	7.52	0.00
167.00	7.47	0.00	0.00	0.54	7.52	0.00
168.00	7.47	0.00	0.00	0.54	7.52	0.00
169.00	7.47	0.00	0.00	0.54	7.52	0.00
170.00	7.47	0.00	0.00	0.54	7.52	0.00
171.00	7.47	0.00	0.00	0.54	7.52	0.00
172.00	7.47	0.00	0.00	0.54	7.52	0.00
173.00	7.47	0.00	0.00	0.54	7.52	0.00
174.00	7.47	0.00	0.00	0.54	7.52	0.00
175.00	7.47	0.00	0.00	0.54	7.52	0.00
176.00	7.47	0.00	0.00	0.54	7.52	0.00
177.00	7.47	0.00	0.00	0.54	7.52	0.00
178.00	7.47	0.00	0.00	0.54	7.52	0.00
179.00	7.47	0.00	0.00	0.54	7.52	0.00
180.00	7.47	0.00	0.00	0.54	7.52	0.00
181.00	7.47	0.00	0.00	0.54	7.52	0.00
182.00	7.47	0.00	0.00	0.54	7.52	0.00
183.00	7.47	0.00	0.00	0.54	7.52	0.00
184.00	7.47	0.00	0.00	0.54	7.52	0.00
185.00	7.47	0.00	0.00	0.54	7.52	0.00
186.00	7.47	0.00	0.00	0.54	7.52	0.00
187.00	7.47	0.00	0.00	0.54	7.52	0.00
188.00	7.47	0.00	0.00	0.54	7.52	0.00
189.00	7.47	0.00	0.00	0.54	7.52	0.00
190.00	7.47	0.00	0.00	0.54	7.52	0.00
191.00	7.47	0.00	0.00	0.54	7.52	0.00
192.00	7.47	0.00	0.00	0.54	7.52	0.00
193.00	7.47	0.00	0.00	0.54	7.52	0.00
194.00	7.47	0.00	0.00	0.54	7.52	0.00
195.00	7.47	0.00	0.00	0.54	7.52	0.00
196.00	7.47	0.00	0.00	0.54	7.52	0.00
197.00	7.47	0.00	0.00	0.54	7.52	0.00
198.00	7.47	0.00	0.00	0.54	7.52	0.00
199.00	7.47	0.00	0.00	0.54	7.52	0.00
200.00	7.47	0.00	0.00	0.54	7.52	0.00
201.00	7.47	0.00	0.00	0.54	7.52	0.00
202.00	7.47	0.00	0.00	0.54	7.52	0.00
203.00	7.47	0.00	0.00	0.54	7.52	0.00
204.00	7.47	0.00	0.00	0.54	7.52	0.00
205.00	7.47	0.00	0.00	0.54	7.52	0.00
206.00	7.47	0.00	0.00	0.54	7.52	0.00
207.00	7.47	0.00	0.00	0.54	7.52	0.00
208.00	7.47	0.00	0.00	0.54	7.52	0.00
209.00	7.47	0.00	0.00	0.54	7.52	0.00
210.00	7.47	0.00	0.00	0.54	7.52	0.00
211.00	7.47	0.00	0.00	0.54	7.52	0.00
212.00	7.47	0.00	0.00	0.54	7.52	0.00
213.00	7.47	0.00	0.00	0.54	7.52	0.00
214.00	7.47	0.00	0.00	0.54	7.52	0.00
215.00	7.47	0.00	0.00	0.54	7.52	0.00
216.00	7.47	0.00	0.00	0.54	7.52	0.00
217.00	7.47	0.00	0.00	0.54	7.52	0.00
218.00	7.47	0.00	0.00	0.54	7.52	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
219.00	7.47	0.00	0.00	0.54	7.52	0.00
220.00	7.47	0.00	0.00	0.54	7.52	0.00
221.00	7.47	0.00	0.00	0.54	7.52	0.00
222.00	7.47	0.00	0.00	0.54	7.52	0.00
223.00	7.47	0.00	0.00	0.54	7.52	0.00
224.00	7.47	0.00	0.00	0.54	7.52	0.00
225.00	7.47	0.00	0.00	0.54	7.52	0.00
226.00	7.47	0.00	0.00	0.54	7.52	0.00
227.00	7.47	0.00	0.00	0.54	7.52	0.00
228.00	7.47	0.00	0.00	0.54	7.52	0.00
229.00	7.47	0.00	0.00	0.54	7.52	0.00
230.00	7.47	0.00	0.00	0.54	7.52	0.00
231.00	7.47	0.00	0.00	0.54	7.52	0.00
232.00	7.47	0.00	0.00	0.54	7.52	0.00
233.00	7.47	0.00	0.00	0.54	7.52	0.00
234.00	7.47	0.00	0.00	0.54	7.52	0.00
235.00	7.47	0.00	0.00	0.54	7.52	0.00
236.00	7.47	0.00	0.00	0.54	7.52	0.00
237.00	7.47	0.00	0.00	0.54	7.52	0.00
238.00	7.47	0.00	0.00	0.54	7.52	0.00
239.00	7.47	0.00	0.00	0.54	7.52	0.00
240.00	7.47	0.00	0.00	0.54	7.52	0.00
241.00	7.47	0.00	0.00	0.54	7.52	0.00
242.00	7.47	0.00	0.00	0.54	7.52	0.00
243.00	7.47	0.00	0.00	0.54	7.52	0.00
244.00	7.47	0.00	0.00	0.54	7.52	0.00
245.00	7.47	0.00	0.00	0.54	7.52	0.00
246.00	7.47	0.00	0.00	0.54	7.52	0.00
247.00	7.47	0.00	0.00	0.54	7.52	0.00
248.00	7.47	0.00	0.00	0.54	7.52	0.00
249.00	7.47	0.00	0.00	0.54	7.52	0.00
250.00	7.47	0.00	0.00	0.54	7.52	0.00
251.00	7.47	0.00	0.00	0.54	7.52	0.00
252.00	7.47	0.00	0.00	0.54	7.52	0.00
253.00	7.47	0.00	0.00	0.54	7.52	0.00
254.00	7.47	0.00	0.00	0.54	7.52	0.00
255.00	7.47	0.00	0.00	0.54	7.52	0.00
256.00	7.47	0.00	0.00	0.54	7.52	0.00
257.00	7.47	0.00	0.00	0.54	7.52	0.00
258.00	7.47	0.00	0.00	0.54	7.52	0.00
259.00	7.47	0.00	0.00	0.54	7.52	0.00
260.00	7.47	0.00	0.00	0.54	7.52	0.00
261.00	7.47	0.00	0.00	0.54	7.52	0.00
262.00	7.47	0.00	0.00	0.54	7.52	0.00
263.00	7.47	0.00	0.00	0.54	7.52	0.00
264.00	7.47	0.00	0.00	0.54	7.52	0.00
265.00	7.47	0.00	0.00	0.54	7.52	0.00
266.00	7.47	0.00	0.00	0.54	7.52	0.00
267.00	7.47	0.00	0.00	0.54	7.52	0.00
268.00	7.47	0.00	0.00	0.54	7.52	0.00
269.00	7.47	0.00	0.00	0.54	7.52	0.00
270.00	7.47	0.00	0.00	0.54	7.52	0.00
271.00	7.47	0.00	0.00	0.54	7.52	0.00
272.00	7.47	0.00	0.00	0.54	7.52	0.00
273.00	7.47	0.00	0.00	0.54	7.52	0.00
274.00	7.47	0.00	0.00	0.54	7.52	0.00
275.00	7.47	0.00	0.00	0.54	7.52	0.00
276.00	7.47	0.00	0.00	0.54	7.52	0.00
277.00	7.47	0.00	0.00	0.54	7.52	0.00
278.00	7.47	0.00	0.00	0.54	7.52	0.00
279.00	7.47	0.00	0.00	0.54	7.52	0.00
280.00	7.47	0.00	0.00	0.54	7.52	0.00
281.00	7.47	0.00	0.00	0.54	7.52	0.00
282.00	7.47	0.00	0.00	0.54	7.52	0.00
283.00	7.47	0.00	0.00	0.54	7.52	0.00
284.00	7.47	0.00	0.00	0.54	7.52	0.00
285.00	7.47	0.00	0.00	0.54	7.52	0.00
286.00	7.47	0.00	0.00	0.54	7.52	0.00
287.00	7.47	0.00	0.00	0.54	7.52	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
288.00	7.47	0.00	0.00	0.54	7.52	0.00
289.00	7.47	0.00	0.00	0.54	7.52	0.00
290.00	7.47	0.00	0.00	0.54	7.52	0.00
291.00	7.47	0.00	0.00	0.54	7.52	0.00
292.00	7.47	0.00	0.00	0.54	7.52	0.00
293.00	7.47	0.00	0.00	0.54	7.52	0.00
294.00	7.47	0.00	0.00	0.54	7.52	0.00
295.00	7.47	0.00	0.00	0.54	7.52	0.00
296.00	7.47	0.00	0.00	0.54	7.52	0.00
297.00	7.47	0.00	0.00	0.54	7.52	0.00
298.00	7.47	0.00	0.00	0.54	7.52	0.00
299.00	7.47	0.00	0.00	0.54	7.52	0.00
300.00	7.47	0.00	0.00	0.54	7.52	0.00
301.00	7.47	0.00	0.00	0.54	7.52	0.00
302.00	7.47	0.00	0.00	0.54	7.52	0.00
303.00	7.47	0.00	0.00	0.54	7.52	0.00
304.00	7.47	0.00	0.00	0.54	7.52	0.00
305.00	7.47	0.00	0.00	0.54	7.52	0.00
306.00	7.47	0.00	0.00	0.54	7.52	0.00
307.00	7.47	0.00	0.00	0.54	7.52	0.00
308.00	7.47	0.00	0.00	0.54	7.52	0.00
309.00	7.47	0.00	0.00	0.54	7.52	0.00
310.00	7.47	0.00	0.00	0.54	7.52	0.00
311.00	7.47	0.00	0.00	0.54	7.52	0.00
312.00	7.47	0.00	0.00	0.54	7.52	0.00
313.00	7.47	0.00	0.00	0.54	7.52	0.00
314.00	7.47	0.00	0.00	0.54	7.52	0.00
315.00	7.47	0.00	0.00	0.54	7.52	0.00
316.00	7.47	0.00	0.00	0.54	7.52	0.00
317.00	7.47	0.00	0.00	0.54	7.52	0.00
318.00	7.47	0.00	0.00	0.54	7.52	0.00
319.00	7.47	0.00	0.00	0.54	7.52	0.00
320.00	7.47	0.00	0.00	0.54	7.52	0.00
321.00	7.47	0.00	0.00	0.54	7.52	0.00
322.00	7.47	0.00	0.00	0.54	7.52	0.00
323.00	7.47	0.00	0.00	0.54	7.52	0.00
324.00	7.47	0.00	0.00	0.54	7.52	0.00
325.00	7.47	0.00	0.00	0.54	7.52	0.00
326.00	7.47	0.00	0.00	0.54	7.52	0.00
327.00	7.47	0.00	0.00	0.54	7.52	0.00
328.00	7.47	0.00	0.00	0.54	7.52	0.00
329.00	7.47	0.00	0.00	0.54	7.52	0.00
330.00	7.47	0.00	0.00	0.54	7.52	0.00
331.00	7.47	0.00	0.00	0.54	7.52	0.00
332.00	7.47	0.00	0.00	0.54	7.52	0.00
333.00	7.47	0.00	0.00	0.54	7.52	0.00
334.00	7.47	0.00	0.00	0.54	7.52	0.00
335.00	7.47	0.00	0.00	0.54	7.52	0.00
336.00	7.47	0.00	0.00	0.54	7.52	0.00
337.00	7.47	0.00	0.00	0.54	7.52	0.00
338.00	7.47	0.00	0.00	0.54	7.52	0.00
339.00	7.47	0.00	0.00	0.54	7.52	0.00
340.00	7.47	0.00	0.00	0.54	7.52	0.00
341.00	7.47	0.00	0.00	0.54	7.52	0.00
342.00	7.47	0.00	0.00	0.54	7.52	0.00
343.00	7.47	0.00	0.00	0.54	7.52	0.00
344.00	7.47	0.00	0.00	0.54	7.52	0.00
345.00	7.47	0.00	0.00	0.54	7.52	0.00
346.00	7.47	0.00	0.00	0.54	7.52	0.00
347.00	7.47	0.00	0.00	0.54	7.52	0.00
348.00	7.47	0.00	0.00	0.54	7.52	0.00
349.00	7.47	0.00	0.00	0.54	7.52	0.00
350.00	7.47	0.00	0.00	0.54	7.52	0.00
351.00	7.47	0.00	0.00	0.54	7.52	0.00
352.00	7.47	0.00	0.00	0.54	7.52	0.00
353.00	7.47	0.00	0.00	0.54	7.52	0.00
354.00	7.47	0.00	0.00	0.54	7.52	0.00
355.00	7.47	0.00	0.00	0.54	7.52	0.00
356.00	7.47	0.00	0.00	0.54	7.52	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
357.00	7.47	0.00	0.00	0.54	7.52	0.00
358.00	7.47	0.00	0.00	0.54	7.52	0.00
359.00	7.47	0.00	0.00	0.54	7.52	0.00
360.00	7.47	0.00	0.00	0.54	7.52	0.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	0.37	62.20	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
on-site	9.01	62.20	6.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
on-site	0.55	0.00	0.54	0.00	0.00	0.00

25 YEAR, 72 HOUR EVENT
MINIMUM PERIMETER GRADE
9.50 INCHES OF RAINFALL

Project Name: The Manor Adult Living Facility
Reviewer: R. Ladyko
Project Number: 18-065
Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr
Time Step: 0.2 hr, Iterations: 10

Basin 1: on-site

Method: Santa Barbara Unit Hydrograph
Rainfall Distribution: SFWMD - 3day
Design Frequency: 25 year
3 Day Rainfall: 9.5 inches
Area: 1.36 acres
Ground Storage: 2.95 inches
Time of Concentration: 0.5 hours
Initial Stage: 6.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
6.50	0.00
7.00	0.00
7.50	0.00
8.00	0.04
8.50	0.11
9.00	0.20
9.50	0.37
10.00	0.64
10.50	0.98
11.00	1.34
11.50	1.70
12.00	2.06
12.50	2.42
13.00	2.88

Offsite Receiving Body: Offsite

Time (hr)	Stage (ft NGVD)
0.00	0.00
1000.00	0.00

Structure: 1

From Basin: on-site
To Basin: Offsite
Structure Type: Gravity
Weir: Sharp Crested, Crest Elev = 9.8 ft NGVD, Length = 3 ft
Bleeder: Circular, Invert Elev = 6.5 ft NGVD, Diameter = 0.25 ft
Default Coefs: Weir Coef = 0.6, Orifice Coef = 0.6
Pipe: Diameter = 1.5 ft, Manning's n = 0.024, Length = 35 ft
US Invert Elev = 6 ft NGVD, DS Invert Elev = 5.8 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	6.50	0.00
1.00	0.04	0.00	0.00	0.00	6.50	0.00
2.00	0.09	0.00	0.00	0.00	6.50	0.00
3.00	0.13	0.00	0.00	0.00	6.50	0.00
4.00	0.17	0.00	0.00	0.00	6.50	0.00
5.00	0.21	0.00	0.00	0.00	6.50	0.00
6.00	0.26	0.00	0.00	0.00	6.50	0.00
7.00	0.30	0.00	0.00	0.00	6.50	0.00
8.00	0.34	0.00	0.00	0.00	6.50	0.00
9.00	0.38	0.00	0.00	0.00	6.50	0.00
10.00	0.43	0.00	0.00	0.00	6.50	0.00
11.00	0.47	0.00	0.00	0.00	6.50	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
12.00	0.51	0.00	0.00	0.00	6.50	0.00
13.00	0.55	0.00	0.00	0.00	6.50	0.00
14.00	0.60	0.00	0.00	0.00	7.50	0.00
15.00	0.64	0.00	0.00	0.00	7.50	0.00
16.00	0.68	0.00	0.00	0.00	7.50	0.00
17.00	0.72	0.00	0.00	0.00	7.51	0.00
18.00	0.77	0.01	0.00	0.00	7.51	0.00
19.00	0.81	0.01	0.00	0.00	7.52	0.00
20.00	0.85	0.01	0.00	0.00	6.50	0.00
21.00	0.89	0.01	0.00	0.00	6.50	0.00
22.00	0.94	0.01	0.00	0.00	6.50	0.00
23.00	0.98	0.01	0.00	0.00	7.51	0.00
24.00	1.02	0.01	0.22	0.01	7.50	0.00
25.00	1.08	0.02	0.00	0.01	6.50	0.00
26.00	1.14	0.02	0.00	0.01	7.52	0.00
27.00	1.21	0.03	0.00	0.01	7.50	0.00
28.00	1.27	0.03	0.22	0.01	7.51	0.00
29.00	1.33	0.03	0.00	0.01	7.51	0.00
30.00	1.39	0.03	0.00	0.02	6.50	0.00
31.00	1.45	0.03	0.00	0.02	6.50	0.00
32.00	1.52	0.03	0.00	0.02	7.52	0.00
33.00	1.58	0.04	0.00	0.03	7.51	0.00
34.00	1.64	0.04	0.00	0.03	7.51	0.00
35.00	1.70	0.04	0.00	0.03	6.50	0.00
36.00	1.77	0.04	0.00	0.04	6.50	0.00
37.00	1.83	0.04	0.00	0.04	6.50	0.00
38.00	1.89	0.04	0.00	0.04	6.50	0.00
39.00	1.95	0.04	0.00	0.05	6.50	0.00
40.00	2.01	0.05	0.00	0.05	6.50	0.00
41.00	2.08	0.05	0.00	0.05	6.50	0.00
42.00	2.14	0.05	0.00	0.06	6.50	0.00
43.00	2.20	0.05	0.00	0.06	7.50	0.00
44.00	2.26	0.05	0.00	0.07	7.51	0.00
45.00	2.32	0.05	0.00	0.07	7.51	0.00
46.00	2.39	0.05	0.00	0.07	7.52	0.00
47.00	2.45	0.05	0.22	0.08	7.50	0.00
48.00	2.51	0.05	0.00	0.08	6.50	0.00
49.00	2.58	0.06	0.00	0.09	7.50	0.00
50.00	2.65	0.06	0.00	0.09	7.52	0.00
51.00	2.73	0.07	0.00	0.10	7.50	0.00
52.00	2.82	0.08	0.22	0.11	7.51	0.00
53.00	2.94	0.11	0.00	0.11	7.50	0.00
54.00	3.09	0.14	0.22	0.12	7.52	0.00
55.00	3.26	0.17	0.00	0.14	7.52	0.00
56.00	3.47	0.20	0.22	0.15	7.50	0.00
57.00	3.70	0.25	0.23	0.17	7.55	0.00
58.00	4.00	0.31	0.23	0.19	7.60	0.00
59.00	4.39	0.44	0.25	0.21	7.73	0.00
60.00	7.10	3.78	0.33	0.23	8.57	0.00
61.00	7.87	1.23	0.38	0.26	9.23	0.00
62.00	8.23	0.54	0.39	0.29	9.33	0.00
63.00	8.45	0.31	0.39	0.33	9.33	0.00
64.00	8.66	0.27	0.39	0.36	9.31	0.00
65.00	8.79	0.18	0.38	0.39	9.26	0.00
66.00	8.91	0.16	0.38	0.42	9.21	0.00
67.00	9.04	0.16	0.38	0.45	9.15	0.00
68.00	9.16	0.16	0.37	0.48	9.10	0.00
69.00	9.25	0.11	0.37	0.51	9.04	0.00
70.00	9.33	0.11	0.36	0.54	8.96	0.00
71.00	9.42	0.11	0.35	0.57	8.85	0.00
72.00	9.50	0.11	0.34	0.60	8.75	0.00
73.00	9.50	0.01	0.33	0.63	8.62	0.00
74.00	9.50	0.00	0.32	0.66	8.47	0.00
75.00	9.50	0.00	0.30	0.68	8.28	0.00
76.00	9.50	0.00	0.29	0.71	8.11	0.00
77.00	9.50	0.00	0.27	0.73	7.89	0.00
78.00	9.50	0.00	0.24	0.75	7.62	0.00
79.00	9.50	0.00	0.00	0.76	7.50	0.00
80.00	9.50	0.00	0.00	0.76	7.50	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
81.00	9.50	0.00	0.00	0.76	7.50	0.00
82.00	9.50	0.00	0.00	0.76	7.50	0.00
83.00	9.50	0.00	0.00	0.76	7.50	0.00
84.00	9.50	0.00	0.00	0.76	7.50	0.00
85.00	9.50	0.00	0.00	0.76	7.50	0.00
86.00	9.50	0.00	0.00	0.76	7.50	0.00
87.00	9.50	0.00	0.00	0.76	7.50	0.00
88.00	9.50	0.00	0.00	0.76	7.50	0.00
89.00	9.50	0.00	0.00	0.76	7.50	0.00
90.00	9.50	0.00	0.00	0.76	7.50	0.00
91.00	9.50	0.00	0.00	0.76	7.50	0.00
92.00	9.50	0.00	0.00	0.76	7.50	0.00
93.00	9.50	0.00	0.00	0.76	7.50	0.00
94.00	9.50	0.00	0.00	0.76	7.50	0.00
95.00	9.50	0.00	0.00	0.76	7.50	0.00
96.00	9.50	0.00	0.00	0.76	7.50	0.00
97.00	9.50	0.00	0.00	0.76	7.50	0.00
98.00	9.50	0.00	0.00	0.76	7.50	0.00
99.00	9.50	0.00	0.00	0.76	7.50	0.00
100.00	9.50	0.00	0.00	0.76	7.50	0.00
101.00	9.50	0.00	0.00	0.76	7.50	0.00
102.00	9.50	0.00	0.00	0.76	7.50	0.00
103.00	9.50	0.00	0.00	0.76	7.50	0.00
104.00	9.50	0.00	0.00	0.76	7.50	0.00
105.00	9.50	0.00	0.00	0.76	7.50	0.00
106.00	9.50	0.00	0.00	0.76	7.50	0.00
107.00	9.50	0.00	0.00	0.76	7.50	0.00
108.00	9.50	0.00	0.00	0.76	7.50	0.00
109.00	9.50	0.00	0.00	0.76	7.50	0.00
110.00	9.50	0.00	0.00	0.76	7.50	0.00
111.00	9.50	0.00	0.00	0.76	7.50	0.00
112.00	9.50	0.00	0.00	0.76	7.50	0.00
113.00	9.50	0.00	0.00	0.76	7.50	0.00
114.00	9.50	0.00	0.00	0.76	7.50	0.00
115.00	9.50	0.00	0.00	0.76	7.50	0.00
116.00	9.50	0.00	0.00	0.76	7.50	0.00
117.00	9.50	0.00	0.00	0.76	7.50	0.00
118.00	9.50	0.00	0.00	0.76	7.50	0.00
119.00	9.50	0.00	0.00	0.76	7.50	0.00
120.00	9.50	0.00	0.00	0.76	7.50	0.00
121.00	9.50	0.00	0.00	0.76	7.50	0.00
122.00	9.50	0.00	0.00	0.76	7.50	0.00
123.00	9.50	0.00	0.00	0.76	7.50	0.00
124.00	9.50	0.00	0.00	0.76	7.50	0.00
125.00	9.50	0.00	0.00	0.76	7.50	0.00
126.00	9.50	0.00	0.00	0.76	7.50	0.00
127.00	9.50	0.00	0.00	0.76	7.50	0.00
128.00	9.50	0.00	0.00	0.76	7.50	0.00
129.00	9.50	0.00	0.00	0.76	7.50	0.00
130.00	9.50	0.00	0.00	0.76	7.50	0.00
131.00	9.50	0.00	0.00	0.76	7.50	0.00
132.00	9.50	0.00	0.00	0.76	7.50	0.00
133.00	9.50	0.00	0.00	0.76	7.50	0.00
134.00	9.50	0.00	0.00	0.76	7.50	0.00
135.00	9.50	0.00	0.00	0.76	7.50	0.00
136.00	9.50	0.00	0.00	0.76	7.50	0.00
137.00	9.50	0.00	0.00	0.76	7.50	0.00
138.00	9.50	0.00	0.00	0.76	7.50	0.00
139.00	9.50	0.00	0.00	0.76	7.50	0.00
140.00	9.50	0.00	0.00	0.76	7.50	0.00
141.00	9.50	0.00	0.00	0.76	7.50	0.00
142.00	9.50	0.00	0.00	0.76	7.50	0.00
143.00	9.50	0.00	0.00	0.76	7.50	0.00
144.00	9.50	0.00	0.00	0.76	7.50	0.00
145.00	9.50	0.00	0.00	0.76	7.50	0.00
146.00	9.50	0.00	0.00	0.76	7.50	0.00
147.00	9.50	0.00	0.00	0.76	7.50	0.00
148.00	9.50	0.00	0.00	0.76	7.50	0.00
149.00	9.50	0.00	0.00	0.76	7.50	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
150.00	9.50	0.00	0.00	0.76	7.50	0.00
151.00	9.50	0.00	0.00	0.76	7.50	0.00
152.00	9.50	0.00	0.00	0.76	7.50	0.00
153.00	9.50	0.00	0.00	0.76	7.50	0.00
154.00	9.50	0.00	0.00	0.76	7.50	0.00
155.00	9.50	0.00	0.00	0.76	7.50	0.00
156.00	9.50	0.00	0.00	0.76	7.50	0.00
157.00	9.50	0.00	0.00	0.76	7.50	0.00
158.00	9.50	0.00	0.00	0.76	7.50	0.00
159.00	9.50	0.00	0.00	0.76	7.50	0.00
160.00	9.50	0.00	0.00	0.76	7.50	0.00
161.00	9.50	0.00	0.00	0.76	7.50	0.00
162.00	9.50	0.00	0.00	0.76	7.50	0.00
163.00	9.50	0.00	0.00	0.76	7.50	0.00
164.00	9.50	0.00	0.00	0.76	7.50	0.00
165.00	9.50	0.00	0.00	0.76	7.50	0.00
166.00	9.50	0.00	0.00	0.76	7.50	0.00
167.00	9.50	0.00	0.00	0.76	7.50	0.00
168.00	9.50	0.00	0.00	0.76	7.50	0.00
169.00	9.50	0.00	0.00	0.76	7.50	0.00
170.00	9.50	0.00	0.00	0.76	7.50	0.00
171.00	9.50	0.00	0.00	0.76	7.50	0.00
172.00	9.50	0.00	0.00	0.76	7.50	0.00
173.00	9.50	0.00	0.00	0.76	7.50	0.00
174.00	9.50	0.00	0.00	0.76	7.50	0.00
175.00	9.50	0.00	0.00	0.76	7.50	0.00
176.00	9.50	0.00	0.00	0.76	7.50	0.00
177.00	9.50	0.00	0.00	0.76	7.50	0.00
178.00	9.50	0.00	0.00	0.76	7.50	0.00
179.00	9.50	0.00	0.00	0.76	7.50	0.00
180.00	9.50	0.00	0.00	0.76	7.50	0.00
181.00	9.50	0.00	0.00	0.76	7.50	0.00
182.00	9.50	0.00	0.00	0.76	7.50	0.00
183.00	9.50	0.00	0.00	0.76	7.50	0.00
184.00	9.50	0.00	0.00	0.76	7.50	0.00
185.00	9.50	0.00	0.00	0.76	7.50	0.00
186.00	9.50	0.00	0.00	0.76	7.50	0.00
187.00	9.50	0.00	0.00	0.76	7.50	0.00
188.00	9.50	0.00	0.00	0.76	7.50	0.00
189.00	9.50	0.00	0.00	0.76	7.50	0.00
190.00	9.50	0.00	0.00	0.76	7.50	0.00
191.00	9.50	0.00	0.00	0.76	7.50	0.00
192.00	9.50	0.00	0.00	0.76	7.50	0.00
193.00	9.50	0.00	0.00	0.76	7.50	0.00
194.00	9.50	0.00	0.00	0.76	7.50	0.00
195.00	9.50	0.00	0.00	0.76	7.50	0.00
196.00	9.50	0.00	0.00	0.76	7.50	0.00
197.00	9.50	0.00	0.00	0.76	7.50	0.00
198.00	9.50	0.00	0.00	0.76	7.50	0.00
199.00	9.50	0.00	0.00	0.76	7.50	0.00
200.00	9.50	0.00	0.00	0.76	7.50	0.00
201.00	9.50	0.00	0.00	0.76	7.50	0.00
202.00	9.50	0.00	0.00	0.76	7.50	0.00
203.00	9.50	0.00	0.00	0.76	7.50	0.00
204.00	9.50	0.00	0.00	0.76	7.50	0.00
205.00	9.50	0.00	0.00	0.76	7.50	0.00
206.00	9.50	0.00	0.00	0.76	7.50	0.00
207.00	9.50	0.00	0.00	0.76	7.50	0.00
208.00	9.50	0.00	0.00	0.76	7.50	0.00
209.00	9.50	0.00	0.00	0.76	7.50	0.00
210.00	9.50	0.00	0.00	0.76	7.50	0.00
211.00	9.50	0.00	0.00	0.76	7.50	0.00
212.00	9.50	0.00	0.00	0.76	7.50	0.00
213.00	9.50	0.00	0.00	0.76	7.50	0.00
214.00	9.50	0.00	0.00	0.76	7.50	0.00
215.00	9.50	0.00	0.00	0.76	7.50	0.00
216.00	9.50	0.00	0.00	0.76	7.50	0.00
217.00	9.50	0.00	0.00	0.76	7.50	0.00
218.00	9.50	0.00	0.00	0.76	7.50	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
219.00	9.50	0.00	0.00	0.76	7.50	0.00
220.00	9.50	0.00	0.00	0.76	7.50	0.00
221.00	9.50	0.00	0.00	0.76	7.50	0.00
222.00	9.50	0.00	0.00	0.76	7.50	0.00
223.00	9.50	0.00	0.00	0.76	7.50	0.00
224.00	9.50	0.00	0.00	0.76	7.50	0.00
225.00	9.50	0.00	0.00	0.76	7.50	0.00
226.00	9.50	0.00	0.00	0.76	7.50	0.00
227.00	9.50	0.00	0.00	0.76	7.50	0.00
228.00	9.50	0.00	0.00	0.76	7.50	0.00
229.00	9.50	0.00	0.00	0.76	7.50	0.00
230.00	9.50	0.00	0.00	0.76	7.50	0.00
231.00	9.50	0.00	0.00	0.76	7.50	0.00
232.00	9.50	0.00	0.00	0.76	7.50	0.00
233.00	9.50	0.00	0.00	0.76	7.50	0.00
234.00	9.50	0.00	0.00	0.76	7.50	0.00
235.00	9.50	0.00	0.00	0.76	7.50	0.00
236.00	9.50	0.00	0.00	0.76	7.50	0.00
237.00	9.50	0.00	0.00	0.76	7.50	0.00
238.00	9.50	0.00	0.00	0.76	7.50	0.00
239.00	9.50	0.00	0.00	0.76	7.50	0.00
240.00	9.50	0.00	0.00	0.76	7.50	0.00
241.00	9.50	0.00	0.00	0.76	7.50	0.00
242.00	9.50	0.00	0.00	0.76	7.50	0.00
243.00	9.50	0.00	0.00	0.76	7.50	0.00
244.00	9.50	0.00	0.00	0.76	7.50	0.00
245.00	9.50	0.00	0.00	0.76	7.50	0.00
246.00	9.50	0.00	0.00	0.76	7.50	0.00
247.00	9.50	0.00	0.00	0.76	7.50	0.00
248.00	9.50	0.00	0.00	0.76	7.50	0.00
249.00	9.50	0.00	0.00	0.76	7.50	0.00
250.00	9.50	0.00	0.00	0.76	7.50	0.00
251.00	9.50	0.00	0.00	0.76	7.50	0.00
252.00	9.50	0.00	0.00	0.76	7.50	0.00
253.00	9.50	0.00	0.00	0.76	7.50	0.00
254.00	9.50	0.00	0.00	0.76	7.50	0.00
255.00	9.50	0.00	0.00	0.76	7.50	0.00
256.00	9.50	0.00	0.00	0.76	7.50	0.00
257.00	9.50	0.00	0.00	0.76	7.50	0.00
258.00	9.50	0.00	0.00	0.76	7.50	0.00
259.00	9.50	0.00	0.00	0.76	7.50	0.00
260.00	9.50	0.00	0.00	0.76	7.50	0.00
261.00	9.50	0.00	0.00	0.76	7.50	0.00
262.00	9.50	0.00	0.00	0.76	7.50	0.00
263.00	9.50	0.00	0.00	0.76	7.50	0.00
264.00	9.50	0.00	0.00	0.76	7.50	0.00
265.00	9.50	0.00	0.00	0.76	7.50	0.00
266.00	9.50	0.00	0.00	0.76	7.50	0.00
267.00	9.50	0.00	0.00	0.76	7.50	0.00
268.00	9.50	0.00	0.00	0.76	7.50	0.00
269.00	9.50	0.00	0.00	0.76	7.50	0.00
270.00	9.50	0.00	0.00	0.76	7.50	0.00
271.00	9.50	0.00	0.00	0.76	7.50	0.00
272.00	9.50	0.00	0.00	0.76	7.50	0.00
273.00	9.50	0.00	0.00	0.76	7.50	0.00
274.00	9.50	0.00	0.00	0.76	7.50	0.00
275.00	9.50	0.00	0.00	0.76	7.50	0.00
276.00	9.50	0.00	0.00	0.76	7.50	0.00
277.00	9.50	0.00	0.00	0.76	7.50	0.00
278.00	9.50	0.00	0.00	0.76	7.50	0.00
279.00	9.50	0.00	0.00	0.76	7.50	0.00
280.00	9.50	0.00	0.00	0.76	7.50	0.00
281.00	9.50	0.00	0.00	0.76	7.50	0.00
282.00	9.50	0.00	0.00	0.76	7.50	0.00
283.00	9.50	0.00	0.00	0.76	7.50	0.00
284.00	9.50	0.00	0.00	0.76	7.50	0.00
285.00	9.50	0.00	0.00	0.76	7.50	0.00
286.00	9.50	0.00	0.00	0.76	7.50	0.00
287.00	9.50	0.00	0.00	0.76	7.50	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
288.00	9.50	0.00	0.00	0.76	7.50	0.00
289.00	9.50	0.00	0.00	0.76	7.50	0.00
290.00	9.50	0.00	0.00	0.76	7.50	0.00
291.00	9.50	0.00	0.00	0.76	7.50	0.00
292.00	9.50	0.00	0.00	0.76	7.50	0.00
293.00	9.50	0.00	0.00	0.76	7.50	0.00
294.00	9.50	0.00	0.00	0.76	7.50	0.00
295.00	9.50	0.00	0.00	0.76	7.50	0.00
296.00	9.50	0.00	0.00	0.76	7.50	0.00
297.00	9.50	0.00	0.00	0.76	7.50	0.00
298.00	9.50	0.00	0.00	0.76	7.50	0.00
299.00	9.50	0.00	0.00	0.76	7.50	0.00
300.00	9.50	0.00	0.00	0.76	7.50	0.00
301.00	9.50	0.00	0.00	0.76	7.50	0.00
302.00	9.50	0.00	0.00	0.76	7.50	0.00
303.00	9.50	0.00	0.00	0.76	7.50	0.00
304.00	9.50	0.00	0.00	0.76	7.50	0.00
305.00	9.50	0.00	0.00	0.76	7.50	0.00
306.00	9.50	0.00	0.00	0.76	7.50	0.00
307.00	9.50	0.00	0.00	0.76	7.50	0.00
308.00	9.50	0.00	0.00	0.76	7.50	0.00
309.00	9.50	0.00	0.00	0.76	7.50	0.00
310.00	9.50	0.00	0.00	0.76	7.50	0.00
311.00	9.50	0.00	0.00	0.76	7.50	0.00
312.00	9.50	0.00	0.00	0.76	7.50	0.00
313.00	9.50	0.00	0.00	0.76	7.50	0.00
314.00	9.50	0.00	0.00	0.76	7.50	0.00
315.00	9.50	0.00	0.00	0.76	7.50	0.00
316.00	9.50	0.00	0.00	0.76	7.50	0.00
317.00	9.50	0.00	0.00	0.76	7.50	0.00
318.00	9.50	0.00	0.00	0.76	7.50	0.00
319.00	9.50	0.00	0.00	0.76	7.50	0.00
320.00	9.50	0.00	0.00	0.76	7.50	0.00
321.00	9.50	0.00	0.00	0.76	7.50	0.00
322.00	9.50	0.00	0.00	0.76	7.50	0.00
323.00	9.50	0.00	0.00	0.76	7.50	0.00
324.00	9.50	0.00	0.00	0.76	7.50	0.00
325.00	9.50	0.00	0.00	0.76	7.50	0.00
326.00	9.50	0.00	0.00	0.76	7.50	0.00
327.00	9.50	0.00	0.00	0.76	7.50	0.00
328.00	9.50	0.00	0.00	0.76	7.50	0.00
329.00	9.50	0.00	0.00	0.76	7.50	0.00
330.00	9.50	0.00	0.00	0.76	7.50	0.00
331.00	9.50	0.00	0.00	0.76	7.50	0.00
332.00	9.50	0.00	0.00	0.76	7.50	0.00
333.00	9.50	0.00	0.00	0.76	7.50	0.00
334.00	9.50	0.00	0.00	0.76	7.50	0.00
335.00	9.50	0.00	0.00	0.76	7.50	0.00
336.00	9.50	0.00	0.00	0.76	7.50	0.00
337.00	9.50	0.00	0.00	0.76	7.50	0.00
338.00	9.50	0.00	0.00	0.76	7.50	0.00
339.00	9.50	0.00	0.00	0.76	7.50	0.00
340.00	9.50	0.00	0.00	0.76	7.50	0.00
341.00	9.50	0.00	0.00	0.76	7.50	0.00
342.00	9.50	0.00	0.00	0.76	7.50	0.00
343.00	9.50	0.00	0.00	0.76	7.50	0.00
344.00	9.50	0.00	0.00	0.76	7.50	0.00
345.00	9.50	0.00	0.00	0.76	7.50	0.00
346.00	9.50	0.00	0.00	0.76	7.50	0.00
347.00	9.50	0.00	0.00	0.76	7.50	0.00
348.00	9.50	0.00	0.00	0.76	7.50	0.00
349.00	9.50	0.00	0.00	0.76	7.50	0.00
350.00	9.50	0.00	0.00	0.76	7.50	0.00
351.00	9.50	0.00	0.00	0.76	7.50	0.00
352.00	9.50	0.00	0.00	0.76	7.50	0.00
353.00	9.50	0.00	0.00	0.76	7.50	0.00
354.00	9.50	0.00	0.00	0.76	7.50	0.00
355.00	9.50	0.00	0.00	0.76	7.50	0.00
356.00	9.50	0.00	0.00	0.76	7.50	0.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
357.00	9.50	0.00	0.00	0.76	7.50	0.00
358.00	9.50	0.00	0.00	0.76	7.50	0.00
359.00	9.50	0.00	0.00	0.76	7.50	0.00
360.00	9.50	0.00	0.00	0.76	7.50	0.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	0.39	62.40	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
on-site	9.34	62.40	6.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
on-site	0.76	0.00	0.76	0.00	0.00	0.00

SECTION "IV"

DRAINAGE SUMMARY

The following is a summary of the design storms analyzed and the corresponding stage and discharge results;

	Stage	Rate
1. **Minimum Finished Floor Elevation. 100 Year, 3 Day 0 Discharge event**	**10.61 (11.00)**	**0.0**
2. **Minimum Perimeter Grade Elevation. 25 Year, 3 Day Event**	**9.34'**	**0.39 c.f.s.**
3. **Design Discharge Event 10 Year, 3 Day N.S.L.R.W.C.D**	**9.01'**	**0.37 c.f.s.**
4. **Minimum Road Crown Elevation. Year, 1 Day Event**	**8.73'**	**0.34 c.f.s.**



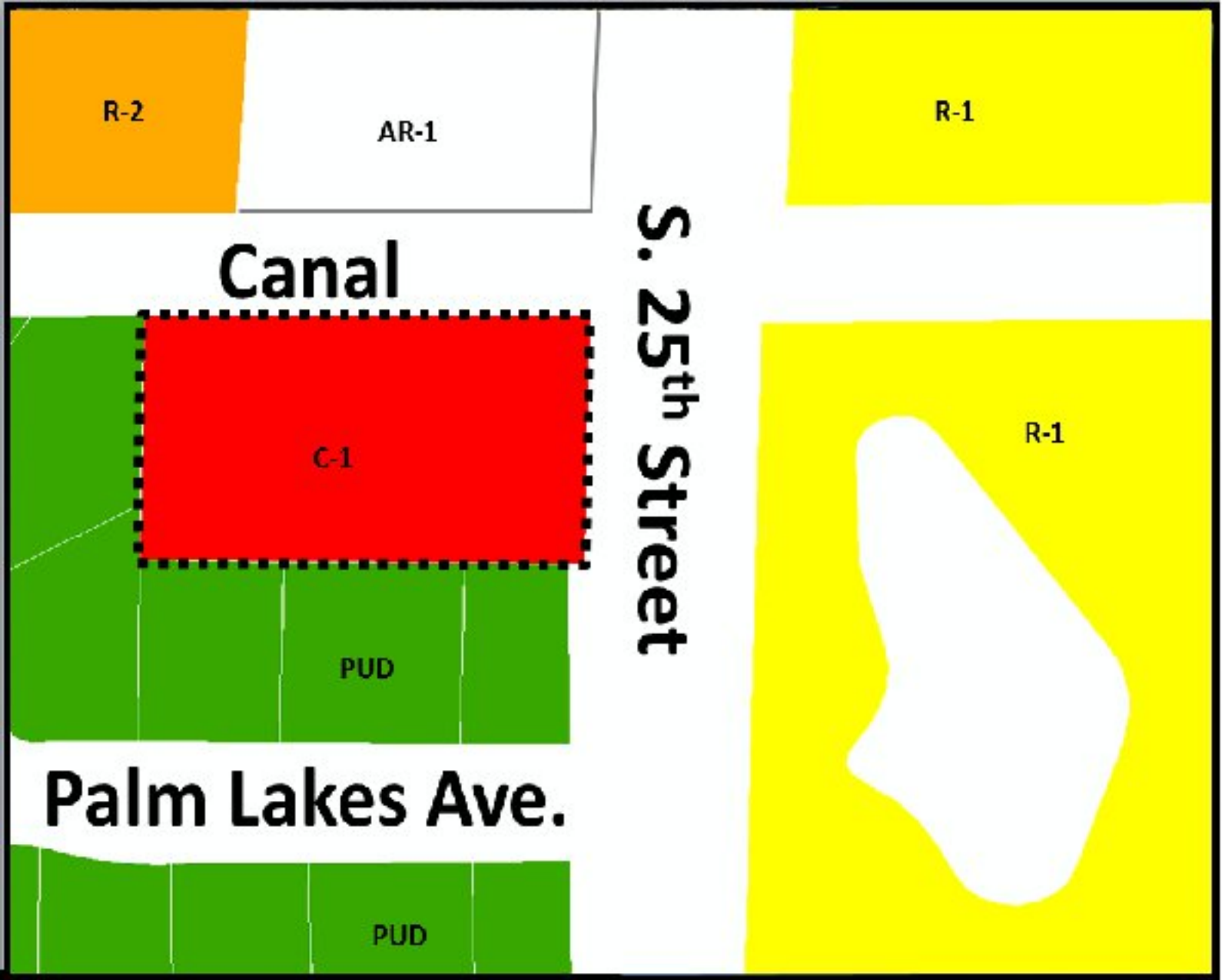
N
W E
S

The Manor ALF

4201 S. 25th Street

THE SUNRISE CITY
FORT PIERCE
Florida

Aerial Map



N
W E
S

The Manor ALF
4201 S. 25th Street
Zoning Map

THE SUNRISE CITY FORT PIERCE Florida

- **C-1, Office Commercial**
- **R-1, Single-Family Low Density**
- **PUD, Planned Unit Redevelopment**
- **R-2, Single-Family Intermediate Density**
- **AR-1, Agricultural Residential, 1 du/ac**

GFA International, Inc.

Florida's Leading Engineering Source

Phase I Environmental Site Assessment

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce, St. Lucie County, Florida 34981
PCN 2432-411-0001-000-2

Prepared for:

Red Lion Construction Corporation

GFA Project No. 18-8676.00
August 27, 2018



GFA Contacts – Port St. Lucie

Robert P. Crowell, P. G.
Environmental Department Manager
Senior Geologist
rcrowell@teamgfa.com

Frederick G. Kaub, P.G.
President
fkaub@teamgfa.com

Our Specialties

Environmental Consulting | Geotechnical Engineering | Construction Materials Testing
Threshold & Special Inspections | Private Provider & Code Compliance

SIGNATURE OF ENVIRONMENTAL PROFESSIONALS

Phase I Environmental Site Assessment

1.4-Acre Vacant Property

4201 South 25th Street
Fort Pierce, St. Lucie County, Florida 34981
PCN 2432-411-0001-000-2

GFA Project No.: 18-8676.00
August 27, 2018

REPORT PREPARED BY:

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312. I have specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Robert P. Crowell, P.G.
Environmental Department Manager
Project Manager

Robert P. Crowell

8/27/2018 *Signature*

ROBERT P. CROWELL LICENSE No. 1748 STATE OF FLORIDA PROFESSIONAL GEOLOGIST

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY 1
2.0 INTRODUCTION 3
2.1 Purpose 3
2.2 Detailed Scope of Services and Non-Scope Considerations 4
2.3 Significant Assumptions 4
2.4 Limitations and Exceptions 5
2.5 Special Terms and Conditions 5
2.6 Reliance 6
3.0 SITE DESCRIPTION 6
3.1 Location and Legal Description 6
3.2 Site and Vicinity General Characteristics 6
3.3 Current Use of the Property 6
3.4 Structures, Roads and Other Improvements 6
3.5 Current Uses of the Adjoining Properties 7
4.0 USER PROVIDED INFORMATION 7
4.1 Title Records 7
4.2 Environmental Liens or Activity and Use Limitations 7
4.3 Specialized Knowledge 7
4.4 Commonly Known or Reasonably Ascertainable Knowledge 8
4.5 Valuation Reduction for Environmental Issues 8
4.6 Owner, Property Manager, and Occupant Information 8
4.7 Reason for Performing Phase I ESA 8
4.8 Other 8
5.0 RECORDS REVIEW 8
5.1 Standard Environmental Record Sources 8
5.2 Orphan Sites 11
5.3 Vapor Encroachment Screening 12
5.4 Additional Environmental Record Sources 12
6.0 PHYSICAL SETTING SOURCES 13
6.1 Review of USGS Topographic Map 13
6.2 Site Soils 13
6.3 Site Geology and Hydrogeology 14
7.0 HISTORICAL USE INFORMATION ON THE SUBJECT PROPERTY 14
7.1 Fire Insurance Maps 14
7.2 City Directories 14

7.3 Historical Topographic Maps 15
7.4 Historical Aerial Photograph Review 16
7.5 Previous Environmental Investigations 17
8.0 HISTORICAL USE INFORMATION ON ADJOINING PROPERTIES 17
8.1 Fire Insurance Maps 17
8.2 City Directories 17
8.3 Historical Topographic Maps 18
8.4 Historical Aerial Photographs 18
9.0 SITE RECONNAISSANCE INFORMATION 19
9.1 Methodology and Limiting Conditions 19
9.2 General Site Setting 20
9.3 Hazardous Substances in Connection with Identified Uses 20
9.4 Storage Tanks 20
9.5 Odors 20
9.6 Pools of Liquid 20
9.7 Drums 20
9.8 Hazardous Substance and Petroleum Products Containers 21
9.9 Unidentified Substance Containers 21
9.10 Indications of Polychlorinated Biphenyls 21
9.11 Indications of Pits, Ponds or Lagoons 21
9.12 Indications of Solid Waste Disposal 21
9.13 Other Observations 21
10.0 INFORMATION FROM INTERVIEWS 22
10.1 Interview with Owner 22
10.2 Interview with Occupants 22
10.3 Interviews with Local Government Officials 22
11.0 DATA GAPS AND FAILURE 22
11.1 Data Gaps 22
11.2 Data Failure 22
12.0 FINDINGS 23
12.1 *VECs* 23
12.2 RECs **..... 23**
12.3 Controlled Environmental Conditions 23
12.4 Historical Environmental Conditions 23
12.5 *De minimis* Conditions 23
13.0 OPINION 24
14.0 CONCLUSIONS 24
15.0 DEVIATIONS 24

16.0 ADDITIONAL SERVICES 24
16.1 Suspect Asbestos Containing Materials 25
16.2 Lead-Based Paint 25
16.3 Mold 25
16.4 Radon 25
16.5 Lead in Drinking Water 25
16.6 Wetlands 26
16.7 Threatened and Endangered Species 26
16.8 Wellfield Protection Zones 26
17.0 REFERENCES 26
18.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS 27

FIGURES

Figure 1: Site Location Map
Figure 2: Site Sketch
Figure 3: Topographic Map
Figure 4: Aerial Photograph, 1944
Figure 5: Aerial Photograph, 1950
Figure 6: Aerial Photograph, 1958
Figure 7: Aerial Photograph, 1969
Figure 8: Aerial Photograph, 1980
Figure 9: Aerial Photograph, 1992
Figure 10: Aerial Photograph, 1999
Figure 11: Aerial Photograph, 2007
Figure 12: Aerial Photograph, 2010
Figure 13: Aerial Photograph, 2013
Figure 14: Aerial Photograph, 2017

APPENDICES

Appendix A – Environmental Information Questionnaire
Appendix B – Legal Description
Appendix C – EDR® Database Search Report
Appendix D – Historical Topographic Maps
Appendix E – Site Reconnaissance Photographs
Appendix F – Qualifications of Individuals

1.0 EXECUTIVE SUMMARY

At the request of Red Lion Construction Corporation, GFA International, Inc. (GFA) conducted a Phase I Environmental Site Assessment (Phase I ESA) of a ±1.4-acre vacant property located at 4201 South 25th Street in Fort Pierce, Florida 34981; herein referred to as the "subject property" or "site." Accordingly, Red Lion Construction Corporation and its successors and/or assigns are hereby authorized to rely on this Phase I ESA report in relation to financing for the above referenced site subject to any qualifications stated herein.

This Phase I ESA was performed in general accordance with American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments (ASTM Practice E 1527-13) and was conducted following the scope of work and any limitations as outlined in **Sections 2.4 and 2.5** and our proposal letter to Red Lion Construction Corporation, dated August 15, 2018. The purpose of the Phase I ESA was to identify, to the extent feasible pursuant to ASTM E 1527-13, *recognized environmental conditions* (*RECs*) and *vapor encroachment conditions* (*VECs*) in connection with the property. The purpose and objective of the Phase I ESA was met through the performance of four components: records review, site reconnaissance, interviews, and preparation of the Phase I ESA report. GFA performed the Phase I ESA per ASTM Practice E 1527-13, which is equivalent to the U.S. Environmental Protection Agency (EPA) final rule for All Appropriate Inquiry (AAI) and may be used to comply with the provisions of the Federal AAI Rule as set forth in 40 CFR 312.

The use of ASTM Practice E1527-13 is intended to permit a user to satisfy one of the requirements of the Landowner Liability Protections (LLPs) to qualify for the "innocent landowner, contiguous property owner, or bona fide prospective purchaser" limitations to liability with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and including petroleum products. This practice has been used as a guide to ensure appropriate inquiry into the environmental characteristics and condition of the property consistent with good commercial or customary practice as defined at 42 USC §9601(35)(B). The research was conducted between August 13, 2018 and August 21, 2018 by Robert Crowell, P.G., Senior Geologist and Environmental Department Manager.

Robert Crowell of GFA performed the site reconnaissance visit by walking the site boundaries, and accessible areas of the subject property on August 17, 2018. In addition, observations were made of the immediately adjacent properties. Any limiting conditions encountered during the course of this assessment are included in **Section 2.4**.

The subject property is currently vacant and covered with dense vegetation. The property previously had a small building structure (possibly a house) and a shed. The property appears to have been associated with an aquaculture operation (fish farm). Numerous ponds in rows associated with fish farming were noted in historical aerial photographs on adjoining properties to the west and south. The ponds were not located on the subject property.

No potential hazardous substances, hazardous substance containers, or unidentified substance

containers were identified on the subject property.

No evidence underground storage tank (UST) systems or aboveground storage tanks were observed on the subject property during the site visit.

No electrical transformers or other electrical equipment that may contain polychlorinated biphenyls (PCBs) were observed on the subject property.

Several areas containing discarded trash/debris were observed on the property. The debris consisted of broken concrete, wood scrap, discarded plastic debris, water treatment cannisters, polyvinyl chloride (PVC) piping, discarded clothing and rugs, beverage containers, and food wrappers. This discarded trash/debris is considered as *de minimis*, but it may be in violation of Florida Statues 403.413 ("Florida Litter Law").

No pits, ponds, lagoons, or other surface water bodies that may represent *RECs* were noted on the subject property during the aerial photograph review.

GFA reviewed available City Directories and Sanborn Fire Insurance Maps for the subject property and adjoining properties. City Directory listings from 1959 through 2011 show past occupants of the property involved with residential and aquarium supplies. Based on GFA's review of the above resources, no *RECs* were identified in connection with the subject property.

A search of available environmental regulatory agency records that meets the government records search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-13 was performed. The subject property is not listed in any of the databases searched. Several offsite facilities worthy of discussion were identified within the ASTM search radius. Based on a regulatory agency file review, these offsite facilities do not appear to impact the subject property. The identified facilities do not pose a threat to the subject property and are not considered to be a *REC.*

A Vapor Encroachment Screening (VES) was performed to identify to the extent feasible pursuant to the procedures presented in the Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transaction (ASTM E2600-15). The screening evaluation revealed no facilities that appear to meet the requirements for VEC consideration. Based on the review of available file data, a *VEC* in connection with the subject property does not exist.

This assessment has revealed no evidence of *RECs or VECs* in connection with the subject property.

A small volume of discarded trash/debris was observed on the property. The trash/debris consisted of inert materials and therefore, is not considered a REC. This may be in violation of the Florida Statutes 403.413 ("Florida Litter Law"). The discarded trash/debris should be removed for proper disposal.

2.0 INTRODUCTION

GFA International, Inc. (GFA) was retained by Red Lion Construction Corporation to conduct a Phase I Environmental Site Assessment (Phase I ESA) of a ±1.4-acre vacant property located at 4201 South 25th Street in Fort Pierce, Florida 34981. The subject property is located west of South 25th Street in Fort Pierce, St. Lucie County, Florida within Section 32, Township 35 South, Range 40 East. According to the St. Lucie County Property Appraiser's Office website, the subject property (Property Control Number 2432-411-0001-000-2) is currently owned by Kelly Smith and Corine Van Grootherest. The Site location is shown in **Figure 1**. A Site Sketch showing the subject property and surrounding areas is included as **Figure 2**.

2.1 Purpose

As outlined in GFA's proposal letter[1], the purpose of the Phase I ESA was to identify, to the extent feasible pursuant to the American Standard for Testing and Materials (ASTM) E 1527-13, *recognized environmental conditions* (*RECs)*[2] *controlled environmental conditions*[3], *historical environmental conditions*[4] and *Vapor Encroachment Conditions (VECs)*[5] in connection with the property. GFA performed the Phase I ESA scope of work in conformance with the standard practice, as outlined in ASTM E 1527-13 and as set forth in 40 CFR Part 312. The purpose of the ASTM E 1527 practice is to define good commercial and customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of

[1] The use of the ASTM E 1527-13 practice was strictly limited to the scope set forth in our proposal letter dated August 13, 2018 to Red Lion Construction Corporation and authorized and returned to our offices on August 18, 2018. This contract was mutually negotiated, and both parties named within the contract stipulated that no rule of strict contractual construction will apply against either party, and that each party was provided the opportunity to seek advice of independent counsel prior to signing the contract.

[2] The term *recognized environmental conditions* means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not considered as *recognized environmental conditions*.

[3] The term *controlled environmental conditions* means a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (e.g., as evidenced by the issuance of a NFA letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (e.g., property use restrictions, AULs, institutional controls, or engineering controls).

[4] The term *historical environmental conditions* means a past release of any hazardous substances or petroleum products that has occurred in connection with the subject property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (e.g., property use restrictions, AULs, institutional controls, or engineering controls).

[5] The term *vapor encroachment conditions* means the presence or likely presence of contaminants of concern vapors in the sub-surface of the subject property caused by the release of vapors from contaminated soil or groundwater either on or near the subject property.

contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), including petroleum products. As such, this practice is intended to permit a user to satisfy one of the requirements of the Landowner Liability Protections (LLPs) to qualify for the "innocent landowner, contiguous property owner, or bona fide prospective purchaser" limitations to CERCLA liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined in 42 USC § 9601(35)(B).

2.2 Detailed Scope of Services and Non-Scope Considerations

The purpose of the Phase I ESA was met through the performance of four components: records review, site reconnaissance, interviews, and preparation of the Phase I ESA report. Non-scope considerations, or those issues considered to be of potential environmental concern at a property outside the scope of the ASTM E 1527-13 practice, were not addressed. More specifically, non-scope considerations which were not included within GFA's Phase I ESA scope of work included, but were not limited to: asbestos containing materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural and historical risks, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality (with exception of vapor intrusion due to a release of hazardous substances or petroleum compounds), and high voltage power lines. In accordance with ASTM E 1527-13, Section 13.1.5, no assessment of such non-scope considerations is required for appropriate inquiry as defined in the standard practice.

2.3 Significant Assumptions

For the purpose of this Phase I Environmental Site Assessment, GFA has made the following assumptions concerning the assessment of on-site and off-site *RECs*:

- Facilities, which use, generate, store, transport or dispose of hazardous wastes or petroleum products maintain the proper licenses with local, state and/or federal agencies.

- All discharges, releases, or violations related to the use, generation, storage, transportation or disposal, of hazardous substances or petroleum products are reported to appropriate agencies as soon as possible, and all reported discharges have been listed in regulatory files.

- GFA has assumed that the information sources utilized for this assessment provided complete and accurate information. Evaluations presented in this report are based exclusively on information provided by available public records, and observations made during the site visit.

2.4 Limitations and Exceptions

No specific limitations, exceptions, or deletions from the scope of work, as set forth by the ASTM Practice E 1527-13 were established for the purpose of this Phase I ESA.

No warranty is made regarding the accuracy of the documentation and information supplied by individuals, subcontractors, or governmental agencies consulted in the course of this assessment. GFA has relied in good faith upon representations, documentation, and information furnished by individuals and subcontractors noted in the report with respect to operations and existing property conditions and historic uses of the property to the extent that they have not been contradicted by data obtained from other sources. Accordingly, GFA accepts no responsibility for any deficiency or misstatements contained in this report as a result of misstatements, omissions, misrepresentations, or fraudulent acts of persons interviewed or parties subcontracted during the course of this assessment. The consultant has been retained for the expressed purpose of gathering, interpreting, and reporting available data.

While this report can be used as a guide, it must be understood that it is neither a rejection nor an endorsement of the property. Problematic environmental conditions that were not identifiable through the scope of this investigation may still exist on the property. The results of the Phase I ESA are not, and cannot, be interpreted as a representation or guarantee that no environmental conditions may exist on or beneath or around the property; this study was not intended to be a definitive assessment of contamination at the subject property. It must also be understood that changing circumstances in the environment and in the use of the property can substantially alter the conclusions and information contained in this report. The consultant accepts no liability for the property. It is the sole responsibility of the client and/or user of this report.

It is further understood by the client that a complete evaluation of business environmental risk associated with a parcel of commercial real estate may necessitate investigation beyond that identified in this Phase I ESA. Certain environmental conditions may exist on a property that are beyond the scope of this Phase I ESA and the practice by which this Phase I ESA was completed in conformance with but may warrant consideration by parties to a commercial real estate transaction. The appropriateness of including an investigation of any such conditions should be evaluated by the client, based upon, among other factors, the nature of the property and the reasons for performing the assessment (for example, a more comprehensive evaluation of business environmental risk).

An Environmental Information Questionnaire (EIQ) is utilized by GFA to obtain documentation of environmentally sensitive information derived from the owner, occupant, or client during the course of the assessment. The completed EIQ is included in **Appendix A**.

2.5 Special Terms and Conditions

No special terms and conditions were established for the purpose of the Phase I ESA.

2.6 Reliance

Red Lion Construction Corporation and its successors and/or assigns are hereby authorized to rely on this Phase I ESA report in relation to financing for the above referenced property subject to any qualifications stated herein. GFA offers no use or rights to this report to any other party regardless of the circumstance. Third party reliance of this report is strictly prohibited without the written consent from Red Lion Construction Corporation and GFA International.

3.0 SITE DESCRIPTION

3.1 Location and Legal Description

The subject property is located west of South 25th Street, in Fort Pierce, St. Lucie County, Florida. The site address is 4201 South 25th Street. The Property Control Number is 2432-411-0001-000-2, according to St. Lucie County records. Specifically, the subject property is situated within northeast quarter of the southeast quarter Section 32, Township 35 South, Range 40 East. The legal description for the subject property, as obtained from the St. Lucie County Property Appraiser office website, is attached as **Appendix B**.

3.2 Site and Vicinity General Characteristics

The subject property is mostly rectangular in shape and contains approximately 1.4 acres of land. South 25th Street borders the property to the east. A small drainage canal borders the subject property to the north followed by the Fort Pierce Central High School. Ten Mile Creek is located approximately 1,100 feet to the east.

3.3 Current Use of the Property

The subject property is currently vacant containing woodlands and scrub brush.

3.4 Structures, Roads and Other Improvements

No building structures, improved roads or other developed features are located at the site. The site appears to have future access to municipal utilities including water, electricity, and sewer.

3.5 Current Uses of the Adjoining Properties

Abutters to the subject property include the following:

To the North: A drainage ditch (canal) is located along the north property boundary. A high school (Fort Pierce Central High School)) is located north of the canal

To the East: The right of way to South 25th Street abuts the subject property to the east. Undeveloped woodlands and a pond are located east of the right of way.

To the South: Three Single-family residences within the Palm Lakes Gardens development abut the subject property to the south and southwest.

To the West: Two Single-family residences within the Palm Lakes Gardens development abut the subject property to the south.

4.0 USER PROVIDED INFORMATION

4.1 Title Records

According to title information available online from the St. Lucie County Clerk of the Court Records Department, the most recent deed to the subject property is a Quit Claim Deed, dated February 7, 2005. The title to the property was granted to Kelly Smith and Corine Van Grootherest.

4.2 Environmental Liens or Activity and Use Limitations

An Environmental Lien Report was not provided to GFA during the preparation of this Phase I ESA and a search for environmental liens was not authorized as part of the work scope. No evidence of environmental liens was noted in the available title records searched from the St. Lucie County Clerk of the Court Records Department. The lack of environmental lien information is considered a data gap. However, due to the information obtained from all other available sources, this data gap is not considered significant and is not considered to be a *REC.*

4.3 Specialized Knowledge

The user communicated no specialized knowledge or experience that is material to *RECs* in connection with the property.

4.4 Commonly Known or Reasonably Ascertainable Knowledge

The user communicated no commonly known knowledge or reasonable ascertainable knowledge that is material to *RECs* in connection with the property.

4.5 Valuation Reduction for Environmental Issues

The user communicated no valuation reduction of the purchase price of the subject property due to environmental issues.

4.6 Owner, Property Manager, and Occupant Information

The current owner of the subject property is listed in St. Lucie County records as Kelly Smith and Corrine Van Grootherest.

4.7 Reason for Performing Phase I ESA

The Phase I ESA was performed as part of the due diligence associated with the potential property real estate or financial transaction. The ASTM E 1527 practice defines good commercial and customary practices for conducting an environmental site assessment with respect to the range of contaminants within the scope of the CERCLA, including petroleum. As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner defense to CERCLA liability ("appropriate inquiry into previous ownership and uses of the property consistent with good commercial and customary practice") as defined in 42 USC § 9601(35)(B).

4.8 Other

This Phase I ESA was performed for Red Lion Construction Corporation and is required for purchase of the property.

5.0 RECORDS REVIEW

5.1 Standard Environmental Record Sources

As part of this Environmental Site Assessment, a review of applicable Federal and state environmental regulatory databases was conducted. This entailed a review of facility listings available through the appropriate agency databases. As specified in ASTM E1527-13 criteria, a

records search was performed of federal, state, tribal, and local environmental/regulatory agency databases, and lists, to identify environmental permits, incidents, complaints, violations, response actions, contamination assessment planning and reporting, and remedial activities relating to owners, operators, and tenants on the subject property. In addition, environmental databases were reviewed for adjoining and adjacent property addresses, and certain properties up to a one-mile radius from the subject property, depending on the database. The databases were obtained through Environmental Data Resources, Inc.® (EDR). A copy of the regulatory database search report from EDR is provided in **Appendix C**.

EDR's regulatory information inquiries and reviews were conducted using currently available Regional U.S. Environmental Protection Agency (EPA), the State of Florida Department of Environmental Protection (FDEP), and St. Lucie County records as needed. A search of available environmental records was conducted by EDR; this EDR database search review meets the government records search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-13. The following table provides a summary of nearby facilities listed on searched regulatory databases, as reported in the EDR report:

Database	Subject Property	Within 1/8 mile	1/8 - 1/4 mile	1/4 - 1/2 mile	1/2 - 1 mile	Greater than 1 mile
FEDERAL RECORDS						
NPL	0	0	0	0	0	NR
Proposed NPL	0	0	0	0	0	NR
NPL LIENS	0	0	0	NR	NR	NR
Delisted NPL	0	0	0	0	0	NR
SEMS (CERCLIS)	0	0	0	NR	NR	NR
SEMS Archive (CERC-NFRAP)	0	0	0	NR	NR	NR
CORRACTS	0	0	0	0	0	NR
RCRA-TSDF	0	0	0	NR	NR	NR
RCRA-LQG	0	0	0	NR	NR	NR
RCRA-SQG	0	0	0	NR	NR	NR
RCRA-CESQG	0	0	0	NR	NR	NR
US ENG Controls	0	0	0	NR	NR	NR
US INST Controls	0	0	0	NR	NR	NR
ERNS	0	0	0	NR	NR	NR
STATE RECORDS						
State Haz. Waste	0	0	0	0	0	NR
State Landfill	0	0	0	NR	NR	NR
LUST	0	0	0	NR	NR	NR
UST	0	0	0	NR	NR	NR
AST	0	0	0	NR	NR	NR
ENG CONTROLS	0	0	0	NR	NR	NR
INST CONTROLS	0	0	0	NR	NR	NR
VCP	0	0	0	NR	NR	NR
Brownfields	0	0	0	NR	NR	NR

Database	Subject Property	Within 1/8 mile	1/8 - 1/4 mile	1/4 - 1/2 mile	1/2 - 1 mile	Greater than 1 mile
US BROWNFIELDS	0	0	0	NR	NR	NR
DEBRIS REGION 9	0	0	0	NR	NR	NR
ODI	0	0	0	NR	NR	NR
SWRCY	0	0	0	NR	NR	NR
US CDL	0	0	0	NR	NR	NR
DWM CONTAM	0	0	0	NR	NR	NR
FL RESP PARTY	0	0	0	NR	NR	NR
FL Sites	0	0	0	0	0	NR
PRIORITYCLEANERS	0	0	0	NR	NR	NR
EDR US Hist Cleaners	0	0	0	NR	NR	NR
EDR US Hist Auto Stat	0	0	0	NR	NR	NR
US HIST CDL	0	0	0	NR	NR	NR
LIENS 2	0	0	0	NR	NR	NR
LUCIS	0	0	0	NR	NR	NR
HMIRS	0	0	0	NR	NR	NR
SPILLS	0	0	**1**	NR	NR	NR
RCRA Non-Gen	0	0	0	NR	NR	NR
DOT OPS	0	0	0	NR	NR	NR
DOD	0	0	0	0	0	NR
FUDS	0	0	0	0	0	NR
CONSENT	0	0	0	0	0	NR
ROD	0	0	0	0	0	NR
UMTRA	0	0	0	NR	NR	NR
MINES	0	0	0	NR	NR	NR
TRIS	0	0	0	NR	NR	NR
TSCA	0	0	0	NR	NR	NR
FTTS	0	0	0	NR	NR	NR
HIST FTTS	0	0	0	NR	NR	NR
SSTS	0	0	0	NR	NR	NR
ICIS	0	0	0	NR	NR	NR
PADS	0	0	0	NR	NR	NR
MLTS	0	0	0	NR	NR	NR
RADINFO	0	0	0	NR	NR	NR
FINDS	0	0	**2**	NR	NR	NR
ECHO	0	0	**1**	NR	NR	NR
RAATS	0	0	0	NR	NR	NR
DRYCLEANERS	0	0	0	NR	NR	NR
DEDB	0	0	0	NR	NR	NR
NPDES	0	0	0	NR	NR	NR
AIRS	0	0	0	NR	NR	NR
FL Cattle Dip Vats	0	0	0	NR	NR	NR
TIER 2	0	0	0	NR	NR	NR
UIC	0	0	0	0	0	NR
INDIAN RESERV	0	0	0	0	0	NR

Database	Subject Property	Within 1/8 mile	1/8 - 1/4 mile	1/4 - 1/2 mile	1/2 - 1 mile	Greater than 1 mile
SCRD Dry Cleaners	0	0	0	NR	NR	NR
PWS	0	0	0	NR	NR	NR
Manufactured Gas Plants	0	0	0	0	0	NR

Notes:
NR = Not Requested at this search distance

The subject property was not listed in any of the databases searched. Several offsite facilities within the ASTM search radius were identified in various databases. GFA reviewed pertinent files and documents in the Florida Department of Environmental Protection (FDEP) Oculus database and United States Environmental Protection Agency (USEPA) Enforcement and Compliance History Online (ECHO) database.

1. Facility Name: **Immanuel Christian Academy**
Address: 4401 South 25th Street
Location: 900 feet South
Database Info: Spills, FINDS
Regulatory Info: No documents were found in the FDEP files. According to the EDR report, a small volume (0.01 gallon) of mercury was released on April 28, 2006. The local Health Department responded. The incident is considered to be "closed". Based on the data reviewed, this is not considered as a *REC* to the subject property.

2. Facility Name: **Fort Pierce Central High School**
Facility Address: West Side of 25th Street
Location: Adjacent North
Database Info: FINDS, ECHO
Regulatory Info: This facility is listed in the FINDS and ECHO databases because of regulation under the Clean Water Act (CWA). A Generic National Pollutant Discharge Elimination System (NPDES) Permit for Storm-Water Discharge from Large and Small Construction Projects was issued on December 20, 2006 for construction of the high school. No inspection reports or further information was found in the file. The Enforcement and Compliance History Online (ECHO) report indicated "No Violations". Based on the data reviewed, this is not considered as a *REC* to the subject property.

Based on the file reviews, no RECs to the subject property were identified.

5.2 Orphan Sites

Facilities that cannot be accurately mapped due to inaccurate or missing data in the address are identified by EDR as "Orphan Sites". As part of the EDR database report review, GFA attempts to

geographically locate orphan sites identified by EDR. GFA examined the Orphan Sites list. No nearby sites were identified.

5.3 Vapor Encroachment Screening

A Tier 1 Vapor Encroachment Screening (VES) for the subject property consistent with ASTM E2600-15, "*Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions"* was completed to comply with ASTM E 1527-13. The E2600-15 standard provides guidance on identifying and evaluating vapor migration at contaminated properties. Four conclusions are possible as a result of the VES: 1) A Vapor Encroachment Condition (VEC) exists; or 2) a VEC does not or is not likely to exist.

The purpose of a Vapor Encroachment Screening (VES) is to identify to the extent feasible pursuant to the procedures presented in the Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transaction (ASTM E2600-15). The VES is intended to be used independently or in conjunction with, but not as a replacement of, existing Practice E1527-13 Phase I ESA.

As specified in ASTM E2600-15 criteria, a records search was performed of federal and state, tribal as a part of a Tier 1 Screening evaluation. This screening was performed to identify environmental permits, incidents, complaints, violations, response actions, contamination assessment planning and reporting, and remedial activities relating to owners, operators, and tenants on the subject property. In addition, environmental databases were reviewed for all adjoining and adjacent property addresses, and certain properties up to a third of a mile around the subject property, measured from the nearest subject property boundary.

No facilities were listed within the search radius for VEC consideration. Based on the data reviewed a *VEC* does not or is not likely to exist.

5.4 Additional Environmental Record Sources

No previous environmental investigation reports for the subject property were provided by the client or found in the regulatory agency review. Based on the information obtained, and the standard environmental record sources utilized during the course of this assessment, no additional environmental record sources were deemed necessary for the purpose of identifying *RECs* associated with the subject property.

6.0 PHYSICAL SETTING SOURCES

A preliminary review of available physical setting source information was performed that consisted of physiographic, subsurface geologic, regional groundwater information, and local well field protection maps of the subject area.

6.1 Review of USGS Topographic Map

A United States Geological Survey (USGS) 7.5-Minute Series Topographic Map FORT PIERCE, FL (1983) was examined to determine the geographical features at and around the subject property. The topographic map is shown in **Figure 3**. The site is located at an approximate elevation of 10 to 12 feet above mean sea level (amsl). Two small building structures are depicted on the subject property. A drainage ditch is depicted along the north property boundary. Ten Mile Creek is depicted approximately 1,100 feet to the east. No marshy areas, mines, or borrow pits are depicted on the subject property.

6.2 Site Soils

The United States Department of Agriculture, Soil Conservation Service, "Soil Survey of St. Lucie County Area, Florida" (Watts and Stankey, 1980) was reviewed. Additionally, the Web Soil Survey (WSS) from the National Resource Conservation Service was reviewed. The Soil Survey identifies the site soils as Ankona Sand (map unit 2) and Winder Sand (map unit 55). Soils in these categories are described below:

Ankona Sand (2): This unit comprises approximately 99 percent of the subject property. This is a deep, nearly level poorly-drained soil that occurs on broad flatwoods. The water table is at a depth of 10 inches for 1 to 4 months during most years and from 10 to 40 inches for 6 months or more. The water table is more than 40 inches of the ground surface during extensive dry periods. The soil profile consists of 3 inches of black sandy loam, followed by 8 inches of dark gray sand, followed by gray to light gray to grayish brown sand.

Winder Sand (55): This unit comprises approximately 1 percent of the subject property in the extreme southeast corner of the property. This is a deep, poorly-drained soil that occurs in in hammocks and drainageways. The water table is at a depth of 10 inches or less for 2 to 4 months during most years and from 10 to 40 inches for most of the remainder of the year. The soil profile consists of 6 inches of black loamy sand, followed by 12 inches of dark grayish-brown fine sand, followed by light gray sand and gray sandy clay loam.

6.3 Site Geology and Hydrogeology

Two major aquifers are located in St. Lucie County; the non-artesian shallow aquifer and the artesian Floridan aquifer (Reese, 2004). The shallow aquifer is the principal source of water in St. Lucie County. The aquifer extends from a few feet below land surface to a depth of approximately 150 feet at the coast, and thins to the west. The shallow aquifer is composed of the recent Pamlico Sand formation, Pleistocene-age Anastasia Formation and the Upper-Miocene-age Tamiami Formation. The shallow aquifer is underlain by a thick section of less permeable sediments that are predominantly sandy clay, fine sand and marl, the Miocene-age Hawthorn Group. This formation forms the upper confining layer to the underlying Floridan aquifer, consisting of a thick sequence of permeable limestones of Miocene and pre-Miocene age. In St. Lucie County, the Floridan aquifer yields brackish water and is used mainly for irrigation.

Groundwater in the shallow aquifer generally flows from areas of higher elevation towards the coast or streams where it can discharge as baseflow. Surface water in the adjacent drainage ditch to the north was observed to be flowing toward the east. For this reason, the direction of groundwater flow at the subject property is anticipated to be toward the east or northeast (toward Ten Mile Creek). Water enters the aquifer from rainfall and exits as baseflow to surface water (streams, canals), discharge to the coast, evapotranspiration, and downward recharge to deeper aquifers. Local groundwater flow (flow direction and velocity) may be influenced by the proximity of water-supply wells and local surface-water management. The specific groundwater flow beneath the subject property can only be determined by field methods.

7.0 HISTORICAL USE INFORMATION ON THE SUBJECT PROPERTY

The objective of consulting historical sources is to develop a history of the previous uses of the subject property, in order to help identify the likelihood of past uses having led to *RECs* in connection with the property. Only those sources deemed reasonably ascertainable were reviewed, pursuant to the standard practice.

7.1 Fire Insurance Maps

Sanborn® Fire Insurance Maps were not available for the subject property.

7.2 City Directories

Historical City Directories for the subject property were reviewed at the St. Lucie County Library in Fort Pierce. The directories were generally reviewed at approximately two to six-year intervals from 1959 to 2011. The address for the subject property (4201 South 25th Street) was searched.

A limited historical picture of the occupancy of the subject property and vicinity can be determined by this method. However, the City Directory Search is limited by the accuracy and completeness of the listings and because telephone connections to the property must be in place for the name of the occupant to be listed. The results of this evaluation included the following:

Year	Address	Occupants
1959	4201 South 25th Street	No Listing
1965	4201 South 25th Street	No Listing
1971	4201 South 25th Street	No Listing
1977	4201 South 25th Street	No Listing
1981	4201 South 25th Street	No Listing
1985	4201 South 25th Street	No Listing
1988	4201 South 25th Street	Listed as “Vacant”
1991	4201 South 25th Street	Harold Shadle
1996	4201 South 25th Street	Harold Shadle
1998	4201 South 25th Street	Harold Shadle, Fort Pierce Aquarium
2003	4201 South 25th Street	Harold Shadle, Fort Pierce Aquarium
2006	4201 South 25th Street	Kelly Smith
2009	4201 South 25th Street	No Listing
2011	4201 South 25th Street	No Listing

7.3 Historical Topographic Maps

GFA reviewed three available historical topographic maps (1970, 1983, and 2012) obtained from EDR. Copies of topographic maps are provided in **Appendix D**. The following observations for the subject property are made:

The 1970 map depicts the subject property as cleared or agricultural land. A small building structure (possibly a house) is depicted in the northeast portion of the property. A small circular-shaped intermittent pond is depicted to the west. The drainage ditch (canal) that borders the property to the north and South 25th Street bordering the property to the east are both visible at their current locations. Ten Mile Creek is visible approximately 1,000 feet to the east. The 1983 map depicts the subject property and surrounding areas to be essentially unchanged. However, a new building structure, smaller than the house, is now depicted on the subject property immediately adjacent to the house. The 2012 map does not show distinct features, but Palm Lakes Avenue to the south is now depicted. Two constructed lakes associated with the Palm Lakes Gardens development are now depicted to the west-southwest. No marshy areas, mines, or borrow pits are depicted on the subject property in any of the topographic maps reviewed.

7.4 Historical Aerial Photograph Review

Aerial photographs dated 1944, 1950, 1958, 1969, 1980, 1992, 1999, 2007, 2010, 2013, and 2017 were obtained from EDR. Available aerial photographs also were viewed on the Google Earth website. The subject property is visible in all the photographs. Copies of the historical aerial photographs are provided in **Figures 4 through 14**. A general description of each photograph using current names and identifiers follows.

1944: The subject property appears as undeveloped pastureland with low-growth vegetation (grass) and scattered scrub brush and/or trees. A small drainage ditch (canal) is visible along the north property boundary. South 25th Street is visible as an unpaved road at its current location along the east property boundary. A few small paths (possibly cattle trails) are visible crossing through the subject property.

1950: A small building structure (possibly a house) is now visible in the northeast portion of the subject property. An unpaved driveway from South 25th Street immediately south of the drainage ditch leads to the building. The remainder of the subject property appears as low-growth vegetation (grass). The scattered scrub brush and trees observed in the previous photograph have been removed.

1958: A shed and an unidentifiable cylindrical-shaped object (possibly an aboveground storage tank) are now visible on the subject property in addition to the small structure (house) observed in the previous photograph. An area of disturbed soil is noted in the northwest portion of the subject property. The buildings on the subject property appear to be associated with an aquaculture operation (fish farm) to the west.

1969: The house, shed, and cylindrical-shaped object on the subject property are still visible. Approximately 30 unidentifiable objects in rows (possibly small holding tanks on cinder blocks for the aquaculture operation) are now visible in the southwest portion of the subject property.

1980: Rows of unidentifiable objects (possibly small aquaculture ponds or tanks on cinder blocks) are visible along the west side of the property. The remainder of the subject property appears to be essentially unchanged from the previous photograph.

1992: The house, shed and cylindrical-shaped object on the subject property are still visible in the northern portion of the subject property. Unidentifiable objects (possibly small aquaculture ponds or tanks) are again visible along the west side of the property. The south two-thirds of the property has become overgrown with dense vegetation. The property appears to be inactive.

1999: The subject property appears to be essentially unchanged from the previous photograph.

2007: The house, shed and cylindrical-shaped object that were seen in the previous five photographs have been removed and are no longer visible. A large soil pile or area of disturbed soil is now visible in the eastern one-half of the subject property. The soil pile may stock piled material that originated from excavation of a retention pond that had been constructed adjacent to the north.

2010: The soil pile seen on the subject property in the previous photograph appears to have been removed. A small area of disturbed soil is visible in the northern portion of the property, but the remainder appears to have been regrown with vegetation. appears to be essentially unchanged from the previous photograph.

2013 The subject property appears to be essentially unchanged from the previous photograph.

2017: The subject property appears to be essentially unchanged from the previous photograph.

7.5 Previous Environmental Investigations

No previous environmental investigation reports for the subject property were provided by the client or found in the regulatory agency review.

Based on all the information obtained, and the standard record sources utilized during the course of this assessment, no additional record sources were deemed necessary for the purpose of identifying *RECs* associated with the subject property.

8.0 HISTORICAL USE INFORMATION ON ADJOINING PROPERTIES

8.1 Fire Insurance Maps

Sanborn® Fire Insurance Maps were not available for the adjoining properties.

8.2 City Directories

Because the surrounding properties have been historically undeveloped or agricultural with no

historical address, city directory listings for adjacent properties were not reviewed.

8.3 Historical Topographic Maps

No marshy areas, mines, or borrow pits are depicted on the adjoining properties in any of the topographic maps reviewed.

8.4 Historical Aerial Photographs

1944: The adjacent properties to the north, west, and south appear to be pastureland similar to the subject property. The adjacent property to the east (across South 25th Street) appears to be agricultural (row crops) with small irrigation ditches at approximate 100-foot intervals.

1950: The adjacent properties appear to be essentially unchanged except that the property to the east no longer appears to be agricultural. The small irrigation ditches are no longer visible.

1958: Numerous (at least 210) small, elliptical-shaped ponds in rows that has the appearance of an aquaculture operation or tropical fish farm are now visible on the adjacent property to the west. The buildings on the subject property appear to be associated with the aquaculture operation to the west. The adjacent property to the south appears as low-growth vegetation (grass). Two small buildings (possibly houses or one house and a shed) are now visible approximately 400 feet to the south. A citrus grove is now visible adjacent to the east (across South 25th Street).

1969: The ponds on the adjacent property to the west have been reconfigured. The ponds have been expanded in size and a fewer number of them (approximately 56) are now visible. Approximately 18 new small elliptical-shaped ponds (two rows of nine) are now visible on the adjacent property to the south. A citrus grove is now visible on the adjacent property to the north (across the drainage ditch). The trees appear to be young. The adjacent property to the east (across South 25th Street) appears to be essentially unchanged (citrus grove). subject property appears to be essentially unchanged from the previous photograph.

1980: The aquaculture operation is still visible adjacent to the west. The ponds have been reconfigured again. There are now five rows with 12 ponds in each row. The ponds on the adjacent property to the south that were visible in the previous photograph have been removed and filled. This area now appears as low-growth vegetation (grass). The citrus grove to the north is still visible. The adjacent

property to the east (across South 25th Street) appears to be inactive and has reverted into woodlands. South 25th Street now appears to be paved.

1992: Development of Palm Lakes Gardens to the south and west appear to be ongoing. Two houses within this development are visible adjacent to the south of the subject property. The adjacent lots to the west have been cleared for development but appear to be vacant. The citrus grove to the north and woodlands to the east (across South 25th Street) are still visible.

1999: The surrounding properties appear to be essentially unchanged from the previous photograph.

2007: Construction of Fort Pierce Central High School to the north appears to be ongoing. A retention pond for the high school has been constructed immediately to the north of the subject property. Houses within the Palm Lakes Gardens Development are now visible on the adjacent lots to the west and southwest of the subject property. Widening of South 25th Street into a divided, 4-lane roadway appears to be in progress. A pond has been constructed to the east (across South 25th Street).

2010: Construction of the high school to the north and widening of South 25th Street appear to be completed. The remaining surrounding areas appear to be essentially unchanged from the previous photograph.

2013: The surrounding areas appear to be essentially unchanged from the previous photograph.

2017: The surrounding areas appear to be essentially unchanged from the previous photograph.

9.0 SITE RECONNAISSANCE INFORMATION

9.1 Methodology and Limiting Conditions

The objective of the site reconnaissance is to obtain information indicating the likelihood of identifying *RECs* in connection with the property. GFA personnel visually and physically observed the property not obstructed by bodies of water, adjacent buildings, or other obstacles, such as high-standing vegetation. Robert P. Crowell, P.G., Senior Geologist with GFA performed a walk-through reconnaissance at the subject property on August 17, 2018. The subject property boundaries were based on the information provided by the Client. Photographs of the subject

property taken during site reconnaissance are included as **Appendix E**.

9.2 General Site Setting

Within the scope of this Phase I ESA, GFA noted the uses and conditions of the subject property, to the extent visually or physically observed during the site visit. The subject property was observed to be vacant vegetated land.

9.3 Hazardous Substances in Connection with Identified Uses

One 5-gallon bucket labeled "Bull's Eye Primer and Sealer" and two rusted 1-gallon paint cans were observed among discarded debris on the property. The 5-gallon bucket was sealed with a lid. It was observed to contain liquid, but no evidence of a release was observed. One of the two paint cans appeared to have released cured paint to the ground surface. Because the release was limited and cured paint, it is considered to be *de minimis*. No other hazardous substances were observed on the subject property during site reconnaissance.

9.4 Storage Tanks

No aboveground or evidence of underground storage tank systems (vent pipes, fill ports, pipelines, or access ways indicating underground storage tanks) were observed on the subject property during the site visit.

9.5 Odors

No noxious or unusual odors were detected on the property during the site reconnaissance.

9.6 Pools of Liquid

No standing surface water or other pools of liquid were observed on the property.

9.7 Drums

One open-top 55-gallon unlabeled high-density polyethylene (HDPE) drum was observed partially buried with a debris pile. The drum appeared to contain trash. Another open-top 55-gallon unlabeled HDPE drum that had been cut in half also was observed among a debris pile. This drum was observed to contain broken aquarium glass.

9.8 Hazardous Substance and Petroleum Products Containers

No hazardous substances or petroleum product containers were evident at the subject property.

9.9 Unidentified Substance Containers

No significant unidentified substance containers were observed on the property during the site visit.

9.10 Indications of Polychlorinated Biphenyls

No pole or pad-mounted electrical transformers or other electrical equipment that may contain polychlorinated biphenyls (PCBs) were noted on the subject property.

9.11 Indications of Pits, Ponds or Lagoons

No evidence of pits, ponds, or lagoons; stained soil or pavement; stressed vegetation; solid waste disposal, waste burial, waste water discharges, septic systems; or potable or irrigation wells was observed on the subject property. No evidence of trash, debris or improper fill materials was observed.

9.12 Indications of Solid Waste Disposal

Several piles of discarded debris and trash were observed on the property. In particular, the majority of the discarded trash/debris was observed near the west boundary and in the south-central portion of the property. The discarded debris consisted of broken concrete and cinder blocks, scrap plastic piping, scrap wood, clothing and rugs, scrap plastic, water treatment cannisters and broken glass. A few discarded tires were observed near the southeast corner of the subject property. These discarded debris materials appear to be inert and not likely to adversely impact soil or groundwater at the site. However, much of the debris were buried in piles and/or covered with dense vegetation precluding precise inspection. This discarded debris/trash may be in violation of Florida Statute 403.413 (“Florida Litter Law”).

9.13 Other Observations

No other significant observations were noted.

10.0 INFORMATION FROM INTERVIEWS

10.1 Interview with Owner

The contact information for the current owner was not provided and an owner questionnaire was not returned. For these reasons, no owner interviews were performed. This is considered a data gap.

10.2 Interview with Occupants

The property is currently unoccupied.

10.3 Interviews with Local Government Officials

GFA conducted a file review on the Florida Department of Environmental Protection's online OCULUS system regarding the subject property and surrounding properties identified during the records review. Information obtained during the interview is included in this report.

11.0 DATA GAPS AND FAILURE

11.1 Data Gaps

Dense vegetation precluded precise inspection to portions of the property. The contact information for the current owner was not provided and an owner questionnaire was not returned. For these reasons, no owner interviews were performed. An ELS was not performed. The data gaps identified are not considered significant and do not indicate the likelihood of past uses having led to *RECs* in connection with the property.

11.2 Data Failure

A data failure occurs when the review of historical information, does not identify the use of a property back to the first development or to 1940 (whichever is earlier). The earliest available record for the site dates back to a 1944 aerial photograph, which depicts the site and surrounding areas as undeveloped pastureland. Due to visible observations made and a review of the available historical resources, this data failure does not pose a *REC* in connection with the subject property.

12.0 FINDINGS

GFA has performed a Phase I ESA in general conformance with the scope and limitations of ASTM Practice E1527-13 of a ±1.4-acre vacant property located at 4201 South 25th Street in Fort Pierce, Florida 34981. Any limitations, exceptions, or deletions from this practice are described in this report.

12.1 *VECs*

Based on our research and site reconnaissance, no *VECs* were identified in connection with the subject property.

12.2 RECs

Based on our research and site reconnaissance, no *RECs* were identified in connection with the subject property.

12.3 Controlled Environmental Conditions

Based on our research and site reconnaissance, no *controlled RECs* were identified in connection with the subject property.

12.4 Historical Environmental Conditions

Based on our research and site reconnaissance, *no historical RECs* were identified in connection with the subject property.

12.5 *De minimis* Conditions

De minimis conditions identified in relation to the subject property include a small volume of discarded trash/debris was observed on the property. The trash/debris consisted of inert materials and therefore, is not considered a *REC*.

13.0 OPINION

It is the opinion of GFA that no further assessment or investigation is necessary at this time. The discarded debris/trash should be removed for proper disposal.

14.0 CONCLUSIONS

GFA has performed a Phase I Environmental Site Assessment of a ±1.4-acre vacant property located at 4201 South 25th Street in Fort Pierce, Florida 34981. The assessment was performed in general conformance with the scope and limitations of ASTM Practice E 1527-13. Any exceptions to, or deletions from, this practice are described in this report.

This assessment has revealed no evidence of *RECs or VECs* in connection with the subject property.

A small volume of discarded trash/debris was observed on the property. The trash/debris consisted of inert materials and therefore, is not considered a REC. This may be in violation of the Florida Statutes 403.413 ("Florida Litter Law"). The discarded trash/debris should be removed for proper disposal.

15.0 DEVIATIONS

No deviations from the standard practices occurred during the Phase I ESA. No other deviations regarding budgets, due dates, or limitations were encountered during the course of this Phase I ESA.

16.0 ADDITIONAL SERVICES

The purpose of the Phase I ESA was met through the performance of four components: records review, site reconnaissance, interviews, and preparation of the Phase I ESA report. Non-scope considerations, or those issues considered to be of potential environmental concern at a property outside the scope of the ASTM E 1527-13 practice, were not addressed. More specifically, non-scope considerations which were not included within GFA's Phase I ESA scope of work included, but were not limited to: asbestos containing materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural and historical risks, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality (with exception of vapor intrusion due to a release of hazardous substances or petroleum compounds), and high voltage

power lines. In accordance with ASTM E 1527-13, Section 13.1.5, no assessment of such non-scope considerations is required for appropriate inquiry as defined in the standard practice.

16.1 Suspect Asbestos Containing Materials

An asbestos inspection was not performed as part of this assessment. No current building structures are located on the subject property. No suspected asbestos containing materials were observed.

16.2 Lead-Based Paint

A lead-based paint survey was not performed as part of this assessment. No painted surfaces were observed on the property.

16.3 Mold

A mold survey was not conducted as part of this Phase I ESA. However, no obvious mold-impacted areas were observed.

16.4 Radon

Radon is a naturally-occurring radioactive gas generated from the decay of radium. It cannot be seen, smelled, or tasted. Indoor radon levels, which are dependent upon the construction of the building and the concentration of radon in the underlying soils, are more commonly a potential area of concern for buildings that have a basement. Based on the "Florida Statewide Radiation Study" prepared by Geomet Technologies, Inc., for the Florida Institute of Phosphate Research in November 1987, St. Lucie County has a low potential for radon. For that study, a total of 31 indoor radon samples were collected in St. Lucie County. Radon concentrations ranged from 0.2 picoCuries per liter (pCi/L) to 1.0 pCi/L. None of the 31 samples tested contained radon above the USEPA guidance concentration of 4.0 pCi/L.

The USEPA has designated St. Lucie County as a Zone 3, the lowest radon potential (EPA's Map of Radon Zones-Florida, United States Environmental Protection Agency, Office of Radiation and Indoor Air, September 1993). The predicted indoor radon concentration for Zone 3 is less than 2 pCi/L. Based on the referenced data, the potential for radon exposure, exceeding the USEPA guidance levels at the subject property is low.

16.5 Lead in Drinking Water

The property is undeveloped with no current building structures. No potable/drinking water

supplies currently exist on the subject property. Based on current infrastructure, water to the property is expected to become available from Fort Pierce Utilities. According to the Fort Pierce Utilities website, the 90th percentile lead concentration in the general distribution system in 2017 (latest results available) was 0.7 parts per billion (ppb). This is below the Action Level (State Drinking Water Standard and Maximum Contaminant Level) of 15 ppb. Based on the referenced data, the potential for lead in drinking water exposure, exceeding the Action Level at the subject property is low.

16.6 Wetlands

A wetlands survey was not performed as part of this Phase I ESA. No obvious wetland areas were observed on the subject property. Soil types indicative of wetland areas were not identified on the subject property. The National Wetlands Inventory (NWI) map does not identify wetlands on the subject property.

16.7 Threatened and Endangered Species

A specific Threatened and Endangered (T&E) Species survey was not performed as part of this Phase I ESA. However, GFA will note if T&E species or evidence of T&E species are observed. No obvious evidence of T&E species (gopher tortoise burrows) were observed on the subject property.

16.8 Wellfield Protection Zones

GFA reviewed the City of Fort Pierce Comprehensive Plan, GOP Map 1-4 dated February 2011, "Well Locations and Wellfield Protection Zones". The subject property is not located within any wellfield protection zones.

17.0 REFERENCES

1. *ASTM Standards on Environmental Site Assessments for Commercial Real Estate (ASTM Practice E 1527-13)*: 1916 Race Street, Philadelphia 19103.

2. Environmental Data Resources (EDR®), Inc., Radius Map satisfying Government records search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-13.

3. *Geologic Map of Florida*: U.S. Geologic Survey - State of Florida; Center for Environmental & Natural Resources. 1981.

4. Geomet Technologies, Inc., 1987. "Florida Statewide Radiation Study". prepared for the Florida Institute of Phosphate Research, November 1987.

5. *The Physiographic Divisions of Florida*: Cooperative Extension Service; University of Florida; Institute of Food & Agricultural Sciences; U.S. Department of Agriculture. 1981.

6. Google Earth. 2018. [Online] http://earth.google.com/download-earth.html.

7. Reese, R.S., 2004. Hydrogeology, Water Quality, and Distribution and Sources of Salinity in the Floridan Aquifer System, Martin and St. Lucie Counties, Florida, United States Geological Survey, Water Resources Investigations Report 03-4242, 2004.

8. Watts, F. C., and Stankey, D., L., 1980. *Soil Survey of St. Lucie County Area, Florida*: U.S. Department of Agriculture, Soil Conservation Service, March 1980.

9. USEPA, 1993. "EPA's Map of Radon Zones-Florida", Office of Radiation and Indoor Air, September 1993.

18.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

Qualifications of individuals participating in this ESA are included in **Appendix F**.

FIGURES

Figure 1: Site Location Map
Figure 2: Site Sketch
Figure 3: Topographic Map
Figure 4: Aerial Photograph, 1944
Figure 5: Aerial Photograph, 1950
Figure 6: Aerial Photograph, 1958
Figure 7: Aerial Photograph, 1969
Figure 8: Aerial Photograph, 1980
Figure 9: Aerial Photograph, 1992
Figure 10: Aerial Photograph, 1999
Figure 11: Aerial Photograph, 2007
Figure 12: Aerial Photograph, 2010
Figure 13: Aerial Photograph, 2013
Figure 14: Aerial Photograph, 2017

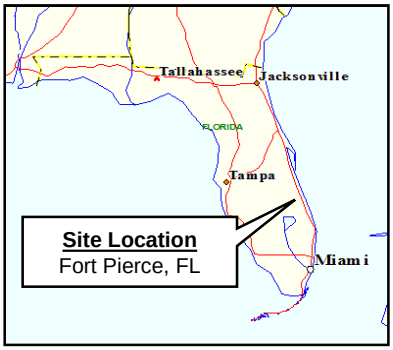
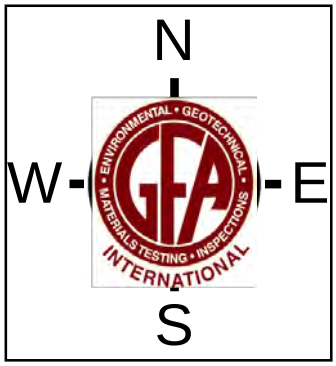
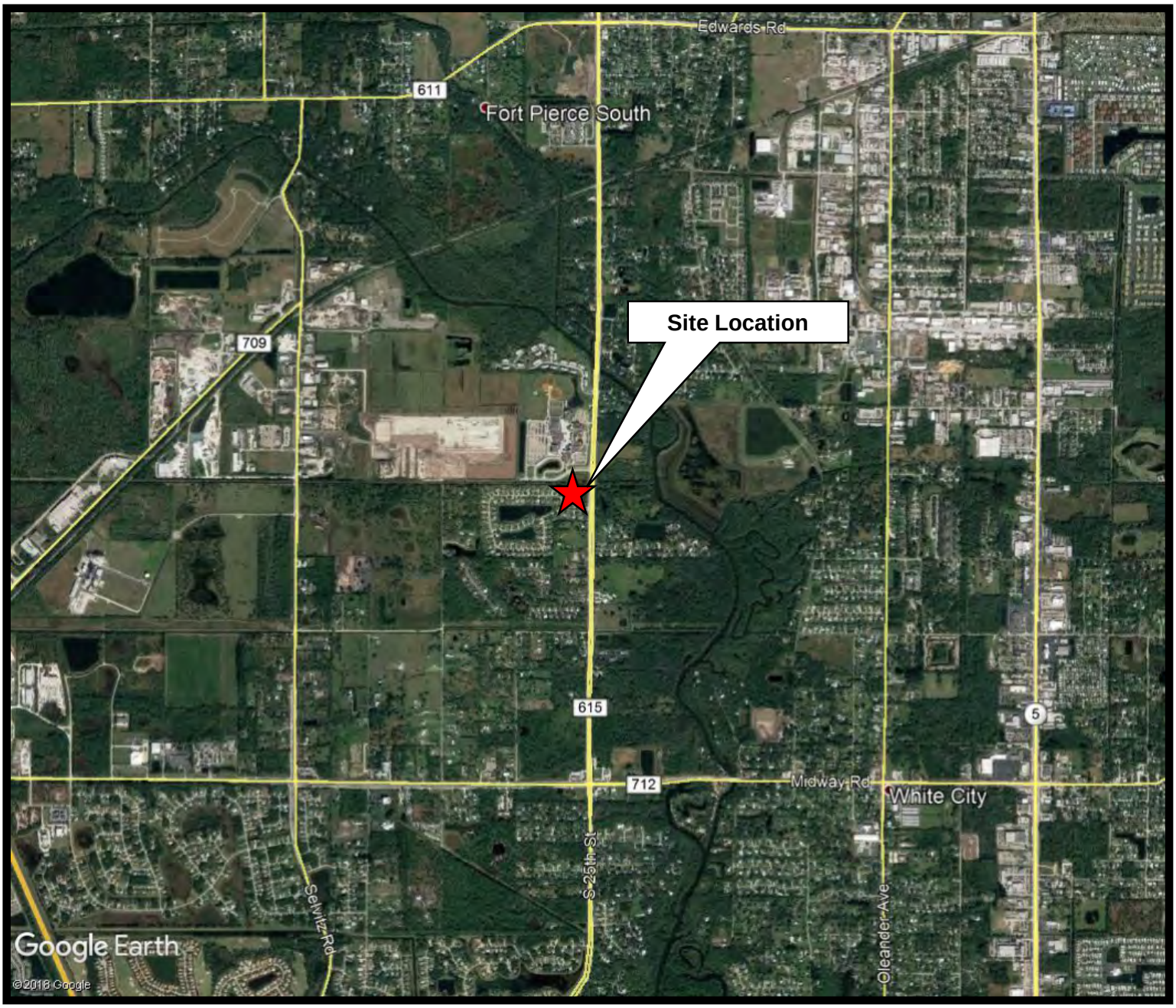


FIGURE 1
SITE LOCATION MAP

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981





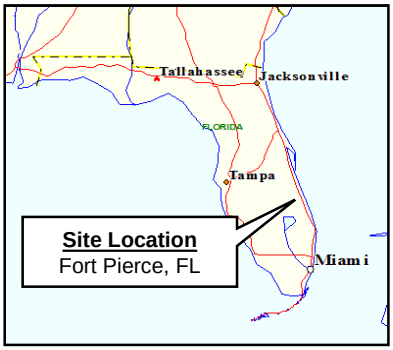


FIGURE 2
SITE SKETCH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



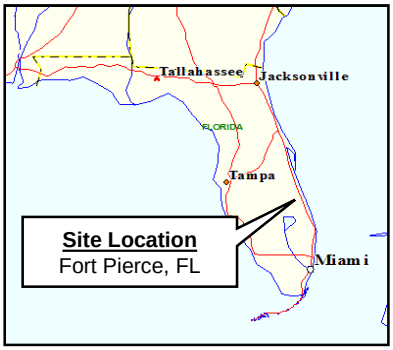
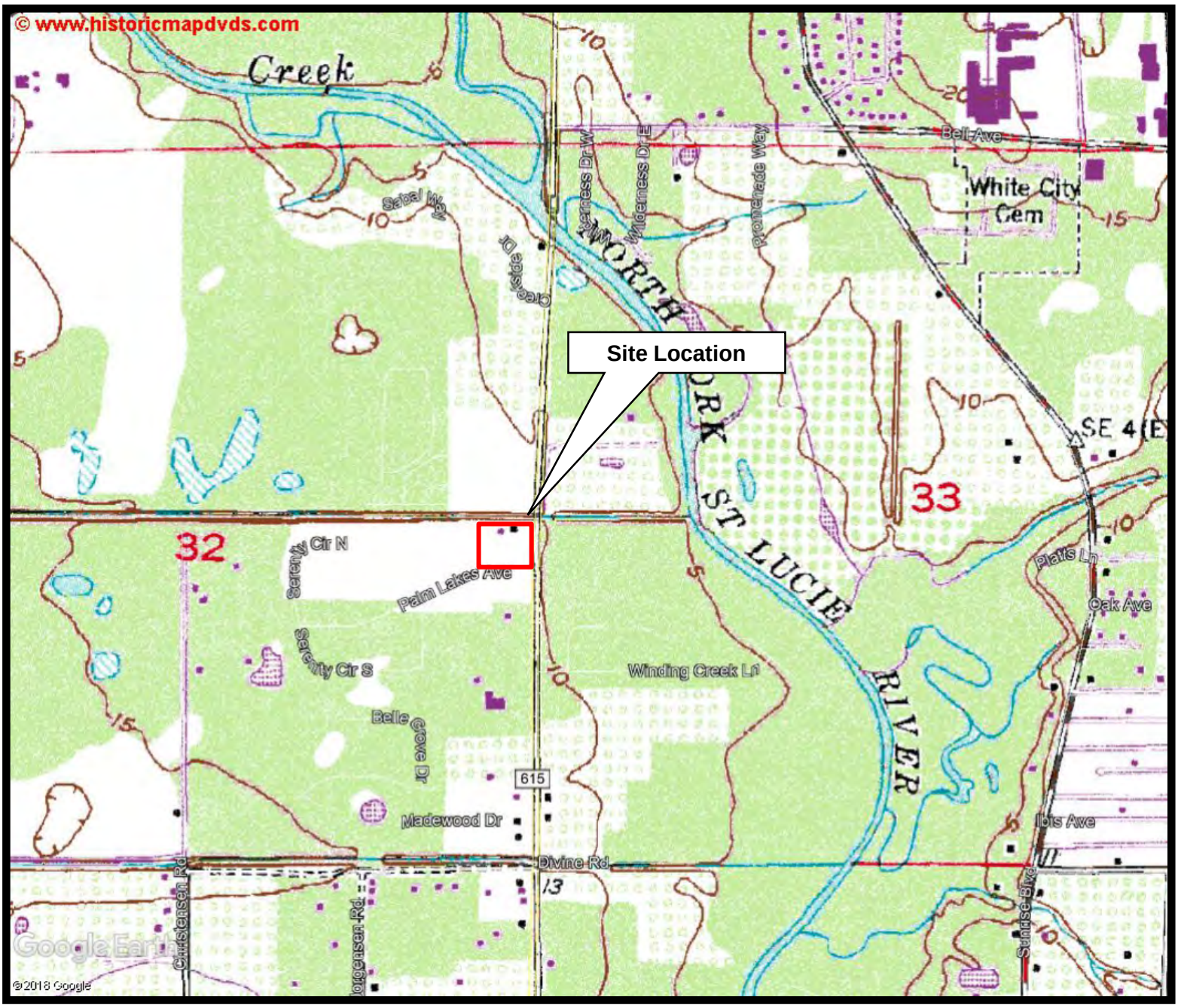


FIGURE 3
TOPOGRAPHIC MAP

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



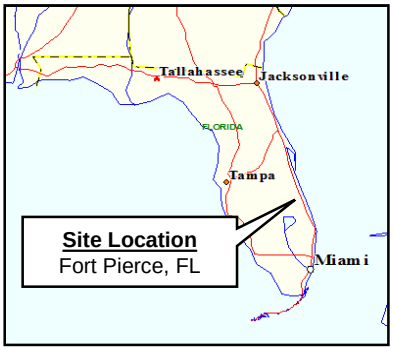
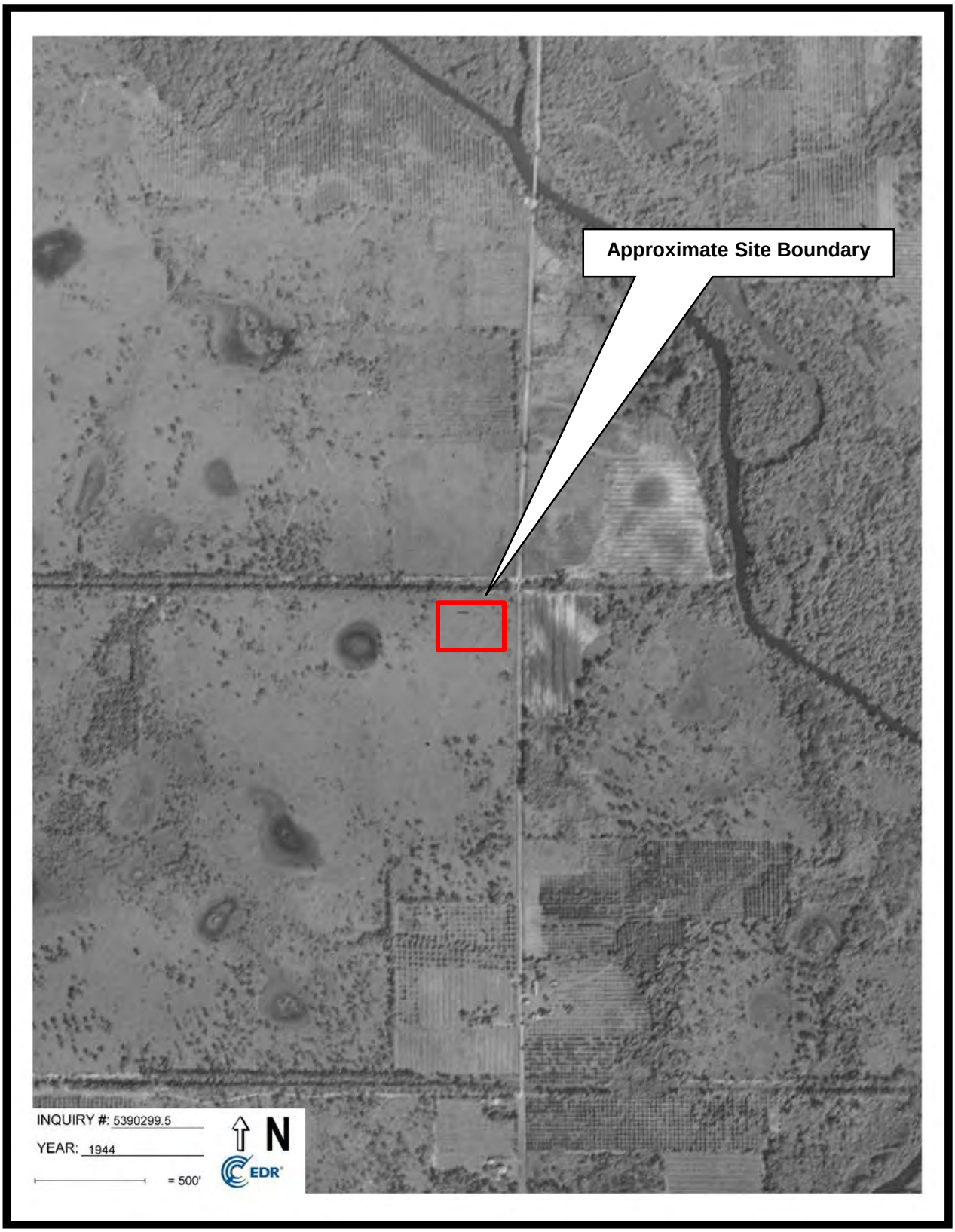


FIGURE 4
1944 AERIAL PHOTOGRAPH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



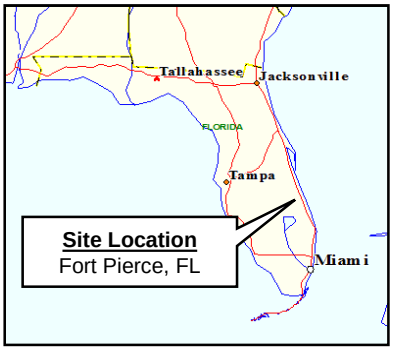
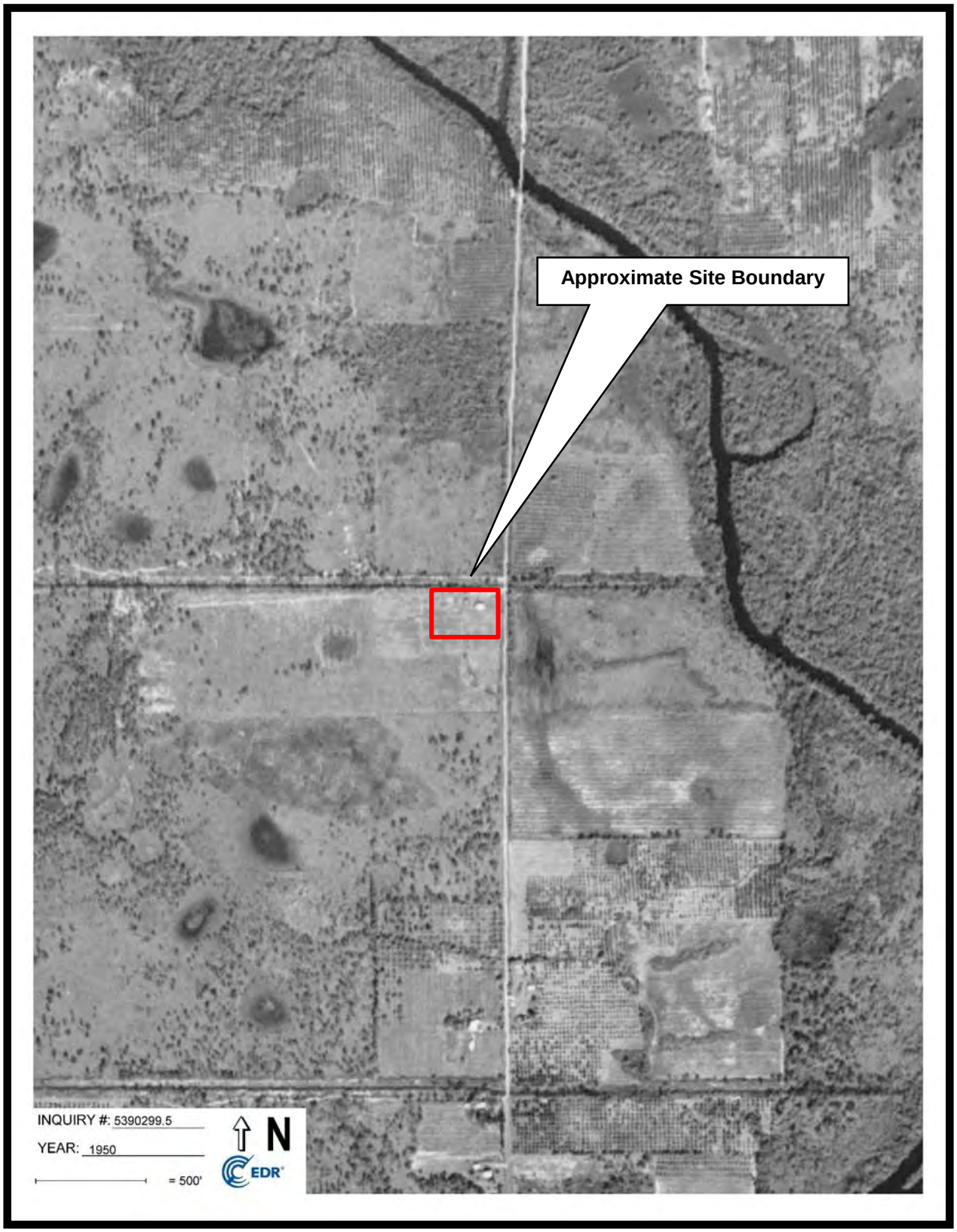


FIGURE 5
1950 AERIAL PHOTOGRAPH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



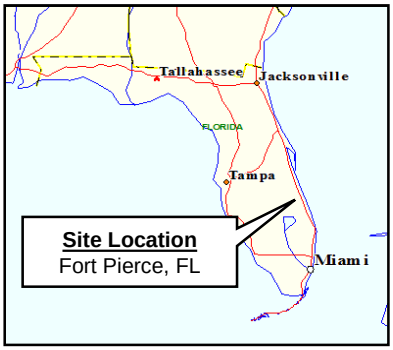
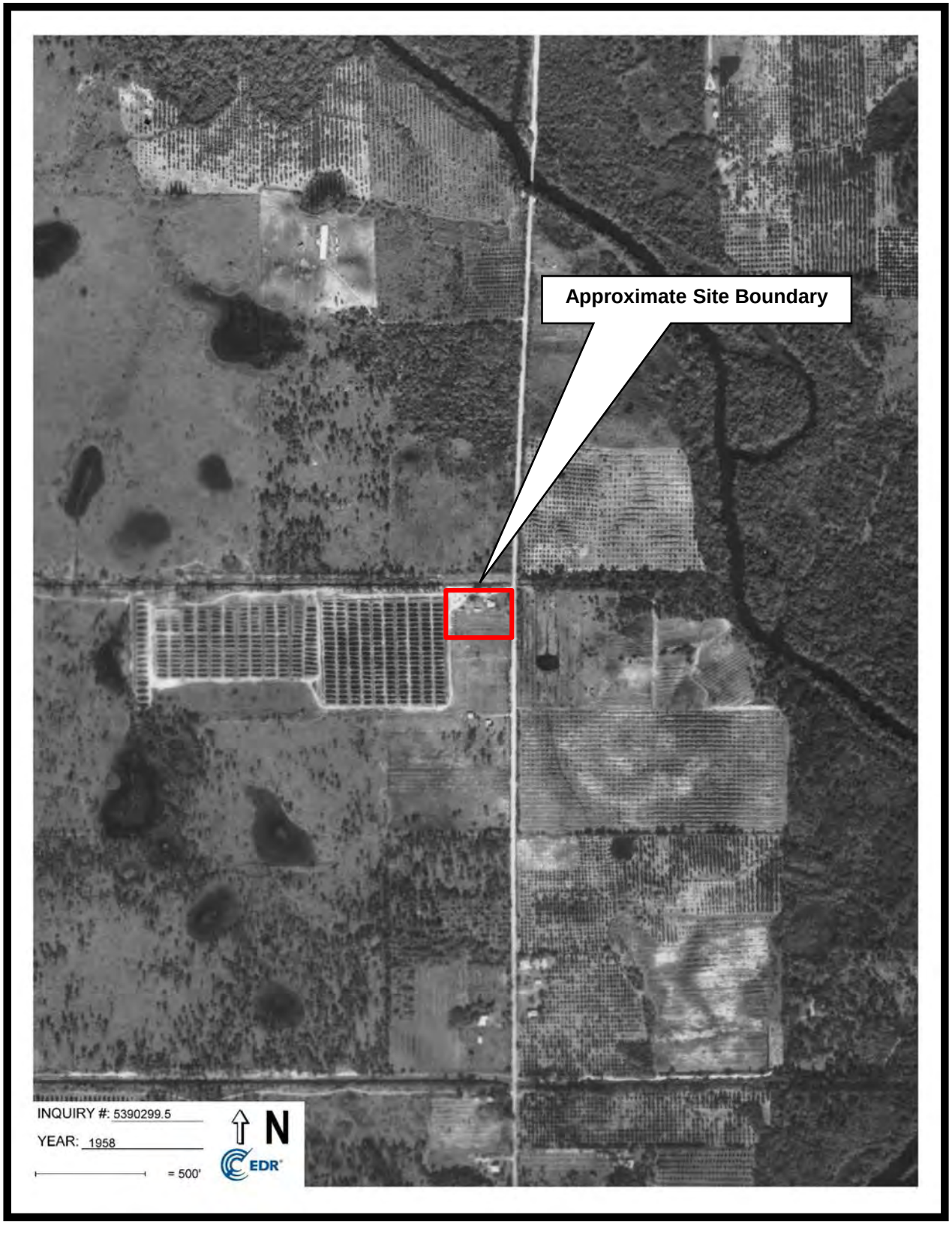


FIGURE 6
1958 AERIAL PHOTOGRAPH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



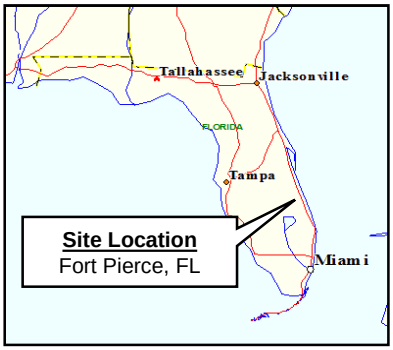
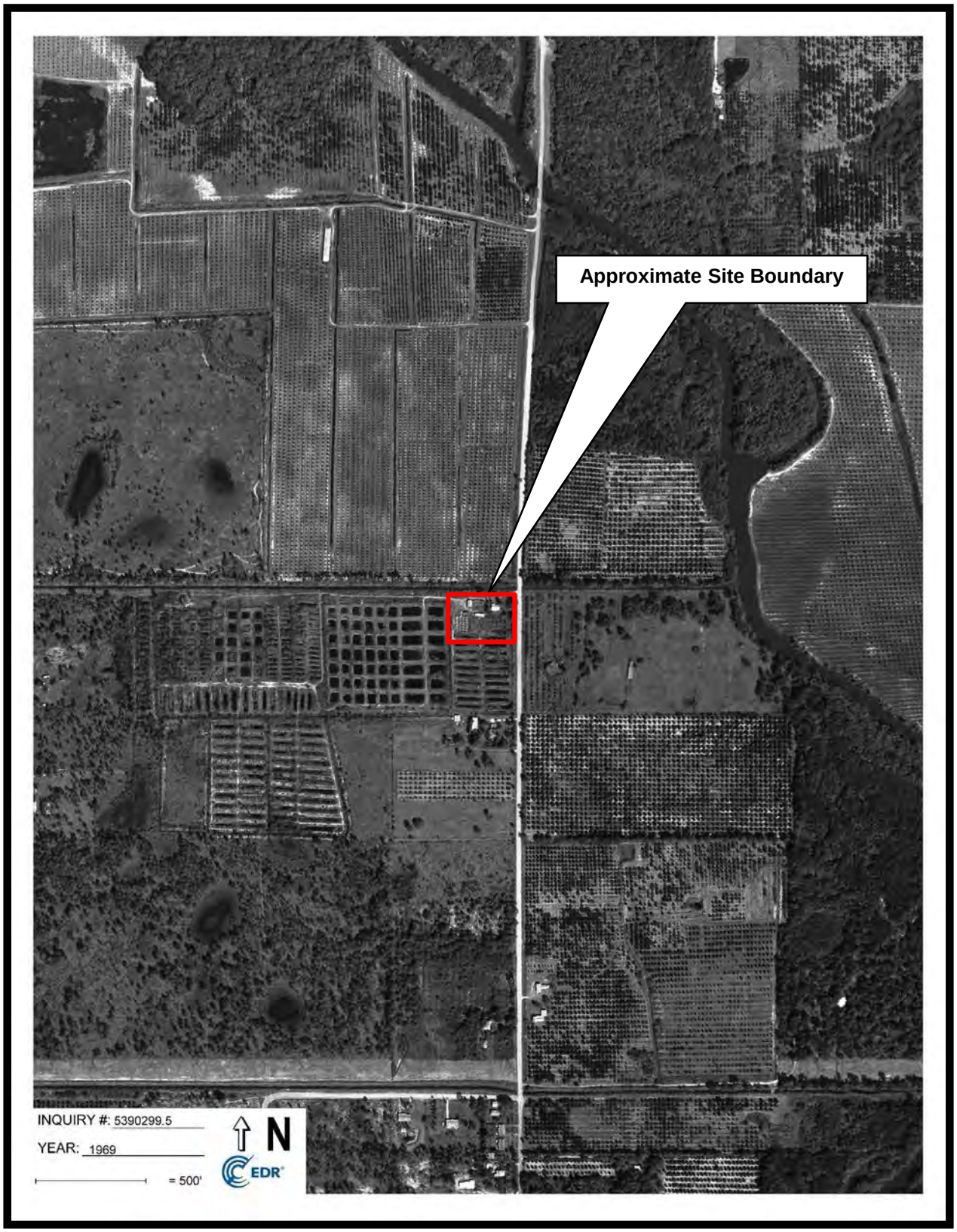


FIGURE 7
1969 AERIAL PHOTOGRAPH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



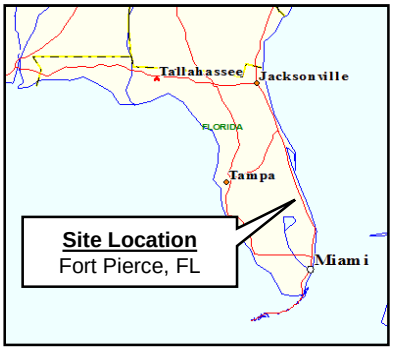
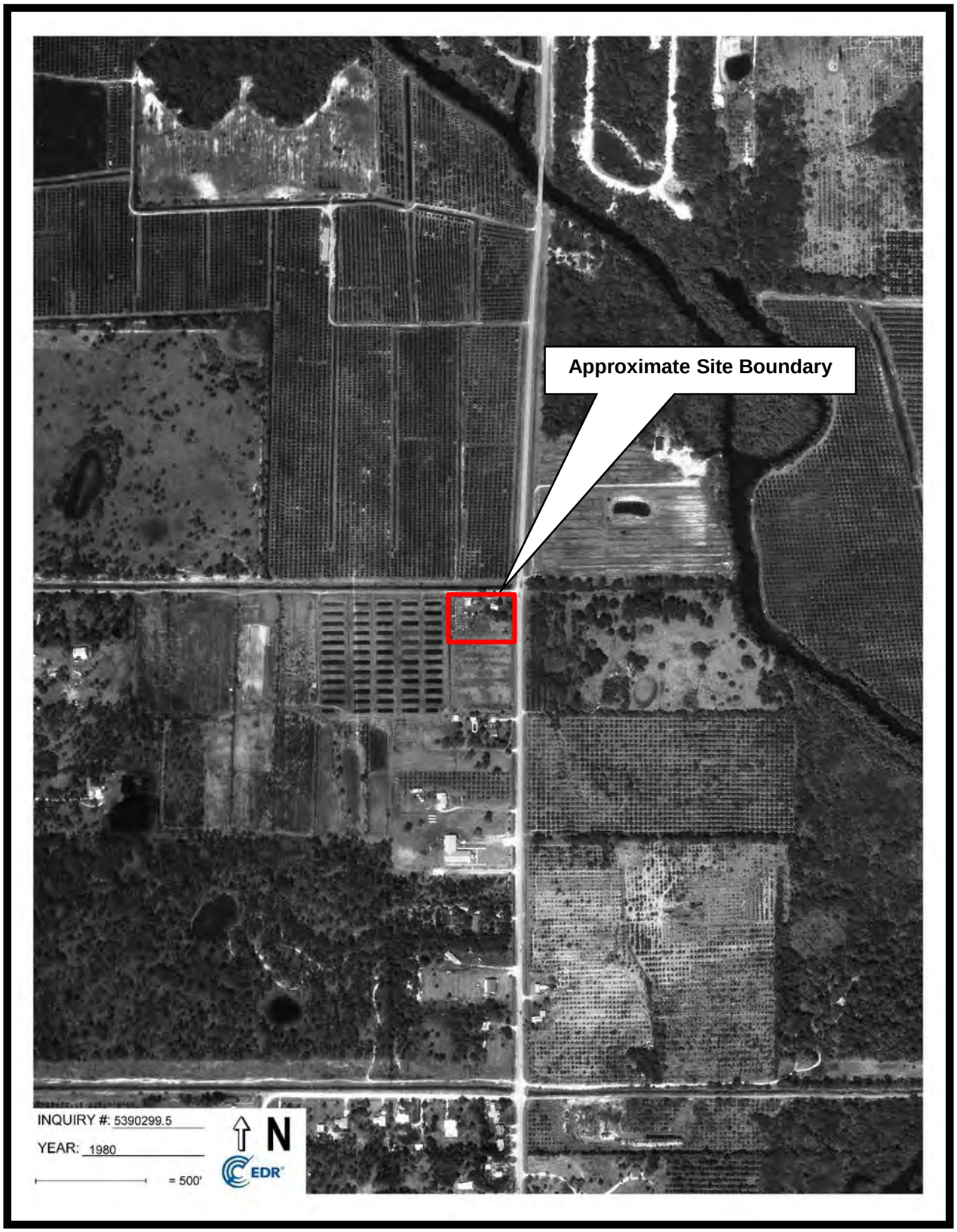


FIGURE 8
1980 AERIAL PHOTOGRAPH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



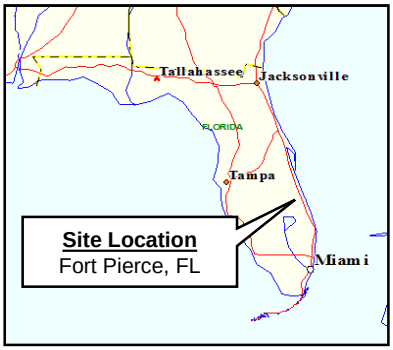
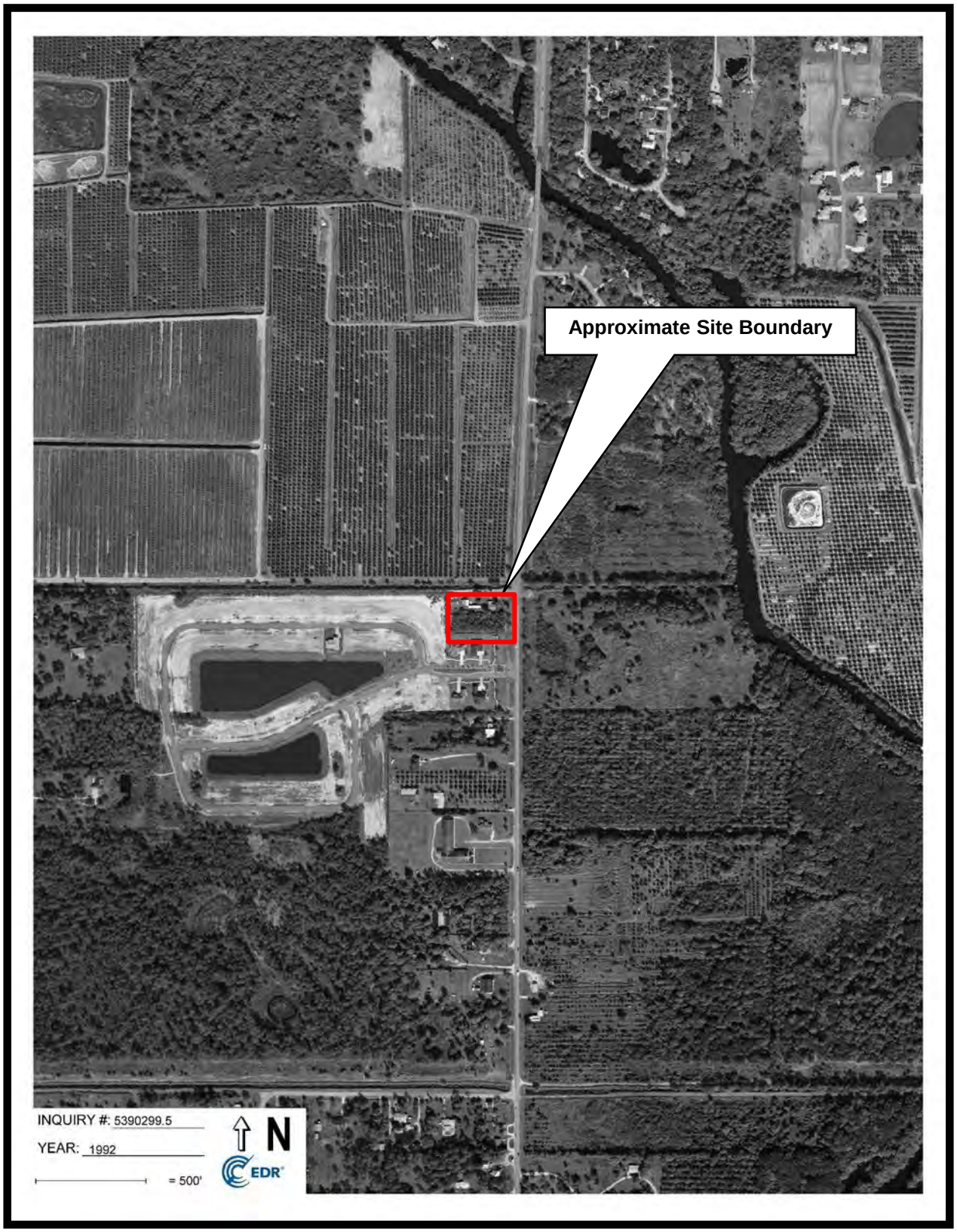


FIGURE 9
1992 AERIAL PHOTOGRAPH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



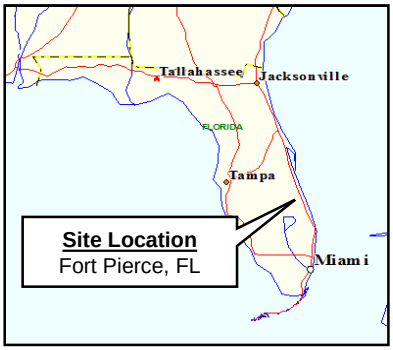


FIGURE 10
1999 AERIAL PHOTOGRAPH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



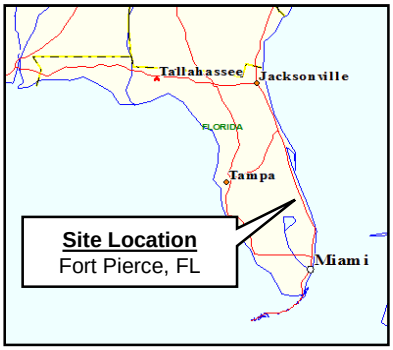
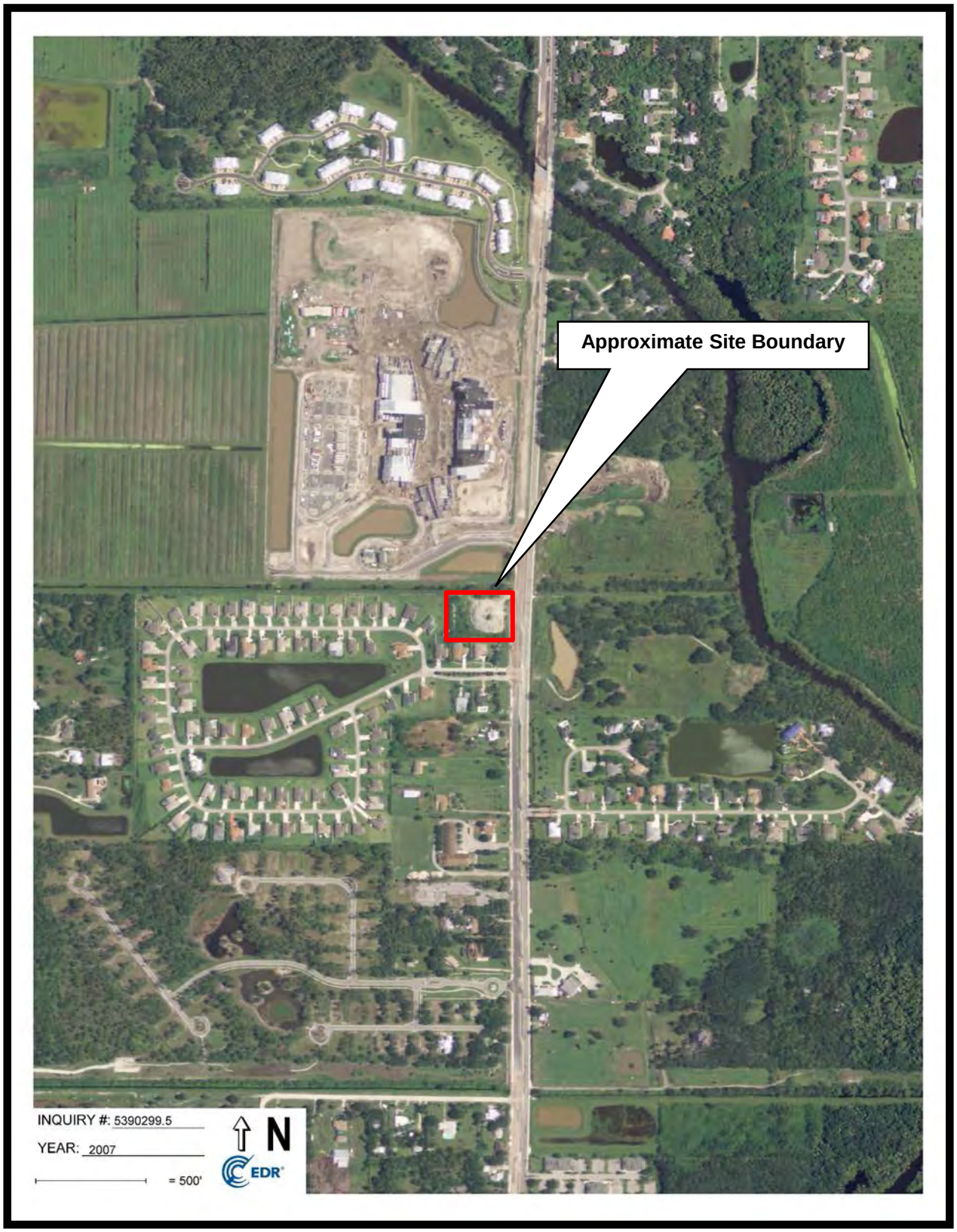


FIGURE 11
2007 AERIAL PHOTOGRAPH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



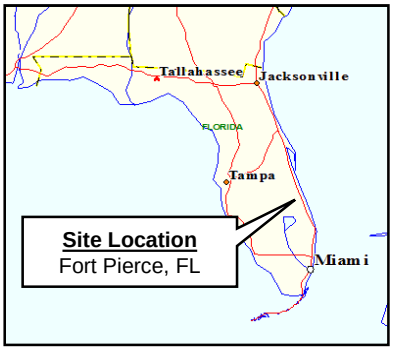


FIGURE 12
2010 AERIAL PHOTOGRAPH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



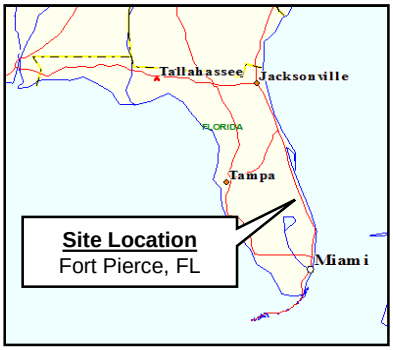


FIGURE 13
2013 AERIAL PHOTOGRAPH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



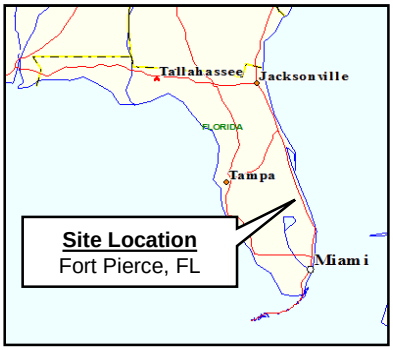


FIGURE 14
2017 AERIAL PHOTOGRAPH

1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



APPENDIX A

Environmental Information Questionnaire

ENVIRONMENTAL INFORMATION QUESTIONNAIRE (EIQ)
(To be completed during site investigation activities)

DATE: Site Visit – August 17, 2018

PROJECT NAME: 18-8676.00 – 1.4-Acre Vacant Property

PROJECT ADDRESS AND LOCATION:4201 South 25th Street, Fort Pierce, St. Lucie County, Florida

CLIENT: Red Lion Construction Corporation

CLIENT ADDRESS: 701 Hidden River Drive, Port St. Lucie, Florida 34983

CLIENT PHONE NUMBER: (727) 463-3800

PROPERTY OWNER: Kelly Smith

Address:

PROPERTY MANAGER:

Address:

Phone:

OCCUPANTS: N/A

Address:

Phone:

Question	Observed During Site Visit		
1a. Is the property used for an *industrial* use?	☐Yes	☒ No	☐ Unk
1b. Is any *adjoining property* used for an industrial use.	☐Yes	☒ No	☐ Unk
2a. Did you observe evidence or do you have any prior knowledge the *property* has been used for an industrial use in the past.	☐Yes	☒ No	☐ Unk
2b. Did you observe evidence or do you have any prior knowledge that any *adjoining property* has been used for an industrial use in the past.	☐Yes	☒ No	☐ Unk
3a. Is the *property* used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	☐Yes	☒ No	☐ Unk
3b. Is any *adjoining property* used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	☐Yes	☒ No	☐ Unk

Question	Observed During Site Visit		
4a. Did you observe evidence or do you have any prior knowledge that the *property* has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	☐Yes	☒ No	☐ Unk
4b. Did you observe evidence or do you have any prior knowledge that any *adjoining property* has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?	☐Yes	☒ No	☐ Unk
5a. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the *property* or at the facility.	☐Yes	☒ No	☐ Unk

Question	Observed During Site Visit		
5b. Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the *property* or at the facility?	☐Yes	☒ No	☐ Unk
6a. Are there currently any industrial drums (typically 55 gal (208 L) or sacks of chemicals located on the property or at the facility?	☐Yes	☒ No	☐ Unk
6b. Did you observe evidence or do you have any prior knowledge that there have been previously any industrial *drums (*typically 55 gal (208 L) or sacks of chemicals located on the property or at the facility?	☐Yes	☒ No	☐ Unk
7a. Did you observe evidence or do you have any prior knowledge that *fill dirt* has been brought onto the property that originated from a contaminated site?	☐Yes	☒ No	☐

Question	Observed During Site Visit		
7b. Did you observe evidence or do you have any prior knowledge that *fill dirt* has been brought onto the property that is of an unknown origin?	☐Yes	☒ No	☐ Unk
8a. Are there currently any *pits*, *ponds*, or *lagoons* located on the *property* in connection with waste treatment or waste disposal?	☐Yes	☒ No	☐ Unk
8b. Did you observe evidence or do you have any prior knowledge that there have been previously, any *pits, ponds*, or *lagoons* located on the property in connection with waste treatment or waste disposal.	☐Yes	☒ No	☐ Unk
9a. Is there currently any stained soil on the *property*.	☐Yes	☒ No	☐ Unk
9b. Did you observe evidence or do you have any prior knowledge that there has been previously, any stained soil on the *property*?	☐Yes	☒ No	☐ Unk
10a. Are there currently any registered or unregistered storage tanks (above or underground) located on the *property*?	☐Yes	☒ No	☐ Unk

Question	Observed During Site Visit		
10b. Did you observe evidence or do you have any prior knowledge that there have been previously, any registered or unregistered storage tanks (above or underground) located on the *property*.	☐	☒ No	☐ Unk
11a. Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the *property* or adjacent to any structure located on the *property*?	☐ Yes	☒ No	☐ Unk
11b. Did you observe evidence or do you have any prior knowledge that there have been previously, any vent pipes, or access ways indicating a fill pipe protruding from the ground on the *property* or adjacent to any structure located on the *property*?	☐ Yes	☒ No	☐ Unk
12a. Is there currently evidence of leaks, spills or staining by substances other than water, or foul odors, associated with any flooring, drains, walls, ceilings, or exposed grounds on the property.	☐ Yes	☒ No	☐ Unk

Question	Observed During Site Visit		
12b. Did you observe evidence or do you have any prior knowledge that there have been previously any leaks, spills, or staining by substances other than water, or foul odors, associated with any flooring drains, walls, ceilings or exposed grounds on the property?	☐	☒ No	☐ Unk
13a. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that contaminates have been identified in the well of system that exceed guidelines applicable to the water system?	☐Yes	☒ No	☐ Unk
13b. If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that the well has been designated as contaminated by any government environmental / health agency?	☐Yes	☒ No	☐ Unk

Question			
14. Does the *owner* or *occupant* of the *property* have any knowledge of environmental liens or governmental notification relating to past or recurrent violations of environmental laws with respect to the *property* or any facility located on the *property*?	☐Yes	☒ No	☐ Unk
15a. Has the owner or occupant of the property been informed of the past existence of *hazardous substances* or *petroleum products* with respect to the *property* or any facility located on the *property*?	☐Yes	☒ No	☐ Unk
15b. Has the *owner* or *occupant* of the *property* been informed of the current existence of *hazardous substances* or *petroleum products* with respect to the *property* or any facility located on the *property*?	☐Yes	☒ No	☐ Unk
15c. Has the *owner* or *occupant* of the *property* been informed of the past existence of environmental violations with respect to the *property* or any facility located on the *property*?	☐Yes	☒ No	☐ Unk

Observed During Site Visit

Question			
15d. Has the *owner* or *occupant* of the *property* been informed of the current existence of environmental violations with respect to the *property* or any facility located on the *property*?	☐Yes	☒ No	☐ Unk
16. Does the owner or *occupant* of the *property* or facility have any knowledge of any *environmental site assessment* of the *property* or facility that indicated the presence of *hazardous substances* or *petroleum products* on, or contamination of, the *property* or recommended further assessment of the *property*?	☐Yes	☒ No	☐ Unk
17. Does the *owner* or *occupant* of the *property* know of the any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened of any *hazardous substance* or *petroleum products* involving the *property* by owner or occupant of the *property*?	☐Yes	☒ No	☐ Unk

Observed During Site Visit

Question	Observed During Site Visit		
18a. Does the *property* discharge waste water (not including sanitary waste or storm water) onto or adjacent to the property and/or into a storm water system?	☐Yes	☒ No	☐ Unk
18b.Does the *property* discharge waste water (not including sanitary waste or storm water) onto or adjacent to the property and/or into a sanitary sewer system?	☐Yes	☒ No	☐ Unk
19. Did you observe evidence or do you have any prior knowledge that any *hazardous substances* or *petroleum products,* unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried and/or burned on the *property?*	☒Yes (discarded debris was observed)	☐ No	☐ Unk
20. Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCB's?	☐Yes	☒ No	☐ Unk

Government Records / Historical Sources Inquiry

(See guide, Section 10)

21. Do any of the following Federal government record systems list the property or any property within the search distance noted below:

Database	Approximate Minimum Search Distance, miles (kilometers)		
Federal NPL site list	1.0 (1.6)	☐Yes	☒No
Federal Delisted NPL site list	0.5 (0.8)	☐Yes	☒No
Federal SEMS (CERCLIS) list	0.5 (0.8)	☐Yes	☒No
Federal SEMS (CERCLIS) NFRAP site list	0.5 (0.8)	☐Yes	☒No
Federal RCRA CORRACTS facilities list	1.0 (1.6)	☐Yes	☒No
Federal RCRA non-CORRACTS TSD facilities list	0.5 (0.8)	☐Yes	☒No
Federal RCRA generators list	Property and adjoining properties	☐Yes	☒No
Federal institutional control/engineering control registries	Property only	☐Yes	☒No
Federal ERNS list	Property only	☐Yes	☒No

State and tribal lists of hazardous waste sites identified for investigation or remediation:

Database	Approximate Minimum Search Distance, miles (kilometers)		
State–and tribal equivalent NPL	1.0 (1.6)	☐Yes	☒No
State–and tribal equivalent CERCLIS	0.5 (0.8)	☐Yes	☒No
State-and tribal landfill and/or solid waste disposal site lists	0.5 (0.8)	☐Yes	☒No
State-and tribal leaking storage tanks lists	0.5 (0.8)	☐Yes	☒No
State-and tribal registered storage tanks lists	0.25 (0.4)	☐Yes	☒No
State and tribal institutional control/engineering control registries	0.25 (0.4)	☐Yes	☒No
State and tribal voluntary cleanup sites	0.5 (0.8)	☐Yes	☒No
State and tribal Brownfield sites	0.5 (0.8)	☐Yes	☒No

22.	Based upon a review of fire insurance maps 10.2.3 or local street directories (10.2.3), all as specified in the guide, are any buildings or other improvements on the property or on an adjoining property identified as having been used for an industrial use or uses likely to lead to contamination of the property?	☐ Yes	☒ No	☐ Unk

The *Site Visit* and *Government Records* and *Historical Sources Inquiry* questionnaires were completed by:

Name	Robert P. Crowell, P.G.
Title	Senior Geologist/Environmental Department Manager
Firm	GFA INTERNATIONAL
Address	607 NW Commodity Cove Port St. Lucie, Florida 34986
Phone number	(772) 924-3575
Date	August 17, 2018

Preparer's relationship to site: Environmental Professional/Assessor
Preparer's relationship to user: Consultant

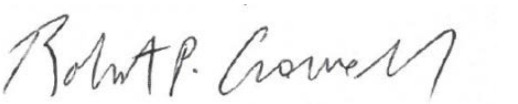
If the preparer(s) is different from the user, complete the following:

Name of User: Red Lion Construction Corporation.

User's address: 701 Hidden River Drive, Port St. Lucie, Florida 34983

User's phone number: (727) 463-3800

Preparer represents that to the best of the preparer's knowledge the above statements and facts are true and correct and to the best of the preparer's actual knowledge no material facts have been suppressed or misstated.

Signature 

APPENDIX B

Legal Description

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

Property Identification

Site Address: 4201 S 25th ST
Sec/Town/Range: 32/35S/40E
Map ID: 24/32S
Zoning: OFFICE COM

Parcel ID: 2432-411-0001-000-2
Account #: 33010
Use Type: 1000
Jurisdiction: Fort Pierce

Ownership

Kelly Smith
Corine Van Grootherest

2045 SE Avon Park DR
Port St Lucie, FL 34952



Legal Description

32 35 40 S 200 FT OF N 242.5 FT OF W 316 FT OF E 356 FT OF NE 1/4 OF NE 1/4 OF SE 1/4-LESS AS IN OR 659-1136- (1.40 AC) (OR 2122-394: 2155-411)

Current Values

Just/Market Value:	$49,000
Assessed Value:	$49,000
Exemptions:	$0
Taxable Value:	$49,000

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Area (SF):	0
Land Size (acres):	1.4
Land Size (SF):	60,984

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Feb 7, 2005	2155 / 0411	XX01	QC	Dr Kelly Smith Inc	$38,000
Dec 17, 2004	2122 / 0394	XX00	WD	Shadle Harold A	$140,000
Aug 9, 1991	0759 / 1839	XX01	FJ	Shadle Harold A	$0
Nov 1, 1979	0321 / 2910	XX00	CV		$72,000
Jun 1, 1977	0269 / 2848	XX00	CV		$71,500
Jan 1, 1900	0240 / 2690	XX00	CV		$0

Building Information (1 of 1)

Finished Area: 0 SF

Gross Total Area: 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	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

APPENDIX C

EDR® Environmental Database Search Report

1.4-Acre Undeveloped Property
4201 South 25th Street
Fort Pierce, FL 34981

Inquiry Number: 05390299.2r
August 13, 2018

The EDR Radius Map™ Report with GeoCheck®

Prepared using the EDR FieldCheck® System

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

TABLE OF CONTENTS

SECTION	PAGE
Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	8
Orphan Summary	10
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

Physical Setting Source Addendum	A-1
Physical Setting Source Summary	A-2
Physical Setting SSURGO Soil Map	A-5
Physical Setting Source Map	A-15
Physical Setting Source Map Findings	A-17
Physical Setting Source Records Searched	PSGR-1

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

The EDR FieldCheck®System enables EDR's customers to make certain online modifications to the maps and text contained in EDR Radius Map Reports. As a result, the maps and text contained in this Report may have been so modified. EDR has not taken any action to verify any such modifications, and this report and the findings set forth herein must be read in light of this fact. The EDR FieldCheck System accesses user-modified records from previously submitted reports. Any user-modified record from a previous report that is plotted outside the search radius of this report may not be included in this report.

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2018 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EXECUTIVE SUMMARY

A search of the environmental records was conducted by Environmental Data Resources, Inc. (EDR). GFA INTERNATIONAL used the EDR FieldCheck System to review and/or revise the results of this search, based on independent data verification by GFA INTERNATIONAL. The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

4201 SOUTH 25TH STREET
FORT PIERCE, FL 34981

COORDINATES

Latitude (North):	27.3884040 - 27° 23' 18.25''
Longitude (West):	80.3509570 - 80° 21' 3.44''
Universal Tranverse Mercator:	Zone 17
UTM X (Meters):	564174.2
UTM Y (Meters):	3029454.0
Elevation:	9 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	5656797 FORT PIERCE, FL
Version Date:	2012
Southeast Map:	5656775 ANKONA, FL
Version Date:	2012

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20150904
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
4201 SOUTH 25TH STREET
FORT PIERCE, FL 34981

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	IMMANUEL CHRISTIAN A	4401 S. 25TH STREET	FINDS	Higher	1092, 0.207, South
A2		4401 SOUTH 25TH STRE	SPILLS	Higher	1092, 0.207, South
3	FORT PIERCE CENTRAL	W SIDE OF 25TH ST	FINDS, ECHO	Higher	1212, 0.230, NNW

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No sites were identified in following databases.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL ---------- National Priority List
Proposed NPL ---------- Proposed National Priority List Sites
NPL LIENS ---------- Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL ---------- National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY ---------- Federal Facility Site Information listing
SEMS ---------- Superfund Enterprise Management System

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE ---------- Superfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list

CORRACTS ---------- Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF ---------- RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG ---------- RCRA - Large Quantity Generators
RCRA-SQG ---------- RCRA - Small Quantity Generators
RCRA-CESQG ---------- RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

LUCIS ---------- Land Use Control Information System
US ENG CONTROLS ---------- Engineering Controls Sites List
US INST CONTROL ---------- Sites with Institutional Controls

Federal ERNS list

ERNS ---------- Emergency Response Notification System

EXECUTIVE SUMMARY

State- and tribal - equivalent CERCLIS

SHWS ---------- Florida's State-Funded Action Sites

State and tribal landfill and/or solid waste disposal site lists

SWF/LF ---------- Solid Waste Facility Database

State and tribal leaking storage tank lists

LUST ---------- Petroleum Contamination Detail Report
LAST ---------- Leaking Aboveground Storage Tank Listing
INDIAN LUST ---------- Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

FEMA UST ---------- Underground Storage Tank Listing
FF TANKS ---------- Federal Facilities Listing
UST ---------- Storage Tank Facility Information
AST ---------- Storage Tank Facility Information
INDIAN UST ---------- Underground Storage Tanks on Indian Land
TANKS ---------- Storage Tank Facility List

State and tribal institutional control / engineering control registries

ENG CONTROLS ---------- Institutional Controls Registry
INST CONTROL ---------- Institutional Controls Registry

State and tribal voluntary cleanup sites

VCP ---------- Voluntary Cleanup Sites
INDIAN VCP ---------- Voluntary Cleanup Priority Listing

State and tribal Brownfields sites

BROWNFIELDS ---------- Brownfields Sites Database

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS ---------- A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY ---------- Recycling Centers
INDIAN ODI ---------- Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9 ---------- Torres Martinez Reservation Illegal Dump Site Locations
ODI ---------- Open Dump Inventory
IHS OPEN DUMPS ---------- Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL ---------- Delisted National Clandestine Laboratory Register

PRIORITYCLEANERS	Priority Ranking List
Fl Sites	Sites List
US CDL	National Clandestine Laboratory Register

Local Land Records

LIENS 2	CERCLA Lien Information

Records of Emergency Release Reports

HMIRS	Hazardous Materials Information Reporting System
SPILLS 90	SPILLS 90 data from FirstSearch
SPILLS 80	SPILLS 80 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated
FUDS	Formerly Used Defense Sites
DOD	Department of Defense Sites
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR	Financial Assurance Information
EPA WATCH LIST	EPA WATCH LIST
2020 COR ACTION	2020 Corrective Action Program List
TSCA	Toxic Substances Control Act
TRIS	Toxic Chemical Release Inventory System
SSTS	Section 7 Tracking Systems
ROD	Records Of Decision
RMP	Risk Management Plans
RAATS	RCRA Administrative Action Tracking System
PRP	Potentially Responsible Parties
PADS	PCB Activity Database System
ICIS	Integrated Compliance Information System
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS	Material Licensing Tracking System
COAL ASH DOE	Steam-Electric Plant Operation Data
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER	PCB Transformer Registration Database
RADINFO	Radiation Information Database
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS	Incident and Accident Data
CONSENT	Superfund (CERCLA) Consent Decrees
INDIAN RESERV	Indian Reservations
FUSRAP	Formerly Utilized Sites Remedial Action Program
UMTRA	Uranium Mill Tailings Sites
LEAD SMELTERS	Lead Smelter Sites
US AIRS	Aerometric Information Retrieval System Facility Subsystem
US MINES	Mines Master Index File
ABANDONED MINES	Abandoned Mines
UXO	Unexploded Ordnance Sites
DOCKET HWC	Hazardous Waste Compliance Docket Listing
FUELS PROGRAM	EPA Fuels Program Registered Listing
AIRS	Permitted Facilities Listing
ASBESTOS	ASBESTOS
CLEANUP SITES	DEP Cleanup Sites - Contamination Locator Map Listing

DEDB ---------- Ethylene Dibromide Database Results
DRYCLEANERS ---------- Drycleaning Facilities
DWM CONTAM ---------- DWM CONTAMINATED SITES
Financial Assurance ---------- Financial Assurance Information Listing
FL Cattle Dip. Vats ---------- Cattle Dipping Vats
RESP PARTY ---------- Responsible Party Sites Listing
SITE INV SITES ---------- Site Investigation Section Sites Listing
TIER 2 ---------- Tier 2 Facility Listing
UIC ---------- Underground Injection Wells Database Listing
NPDES ---------- Wastewater Facility Regulation Database

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP ---------- EDR Proprietary Manufactured Gas Plants
EDR Hist Auto ---------- EDR Exclusive Historical Auto Stations
EDR Hist Cleaner ---------- EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS ---------- Recovered Government Archive State Hazardous Waste Facilities List
RGA LF ---------- Recovered Government Archive Solid Waste Facilities List
RGA LUST ---------- Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

ADDITIONAL ENVIRONMENTAL RECORDS

Records of Emergency Release Reports

SPILLS: Fuel Spill Cases from the Department of Environmental resource management

An online review and analysis by GFA INTERNATIONAL of the SPILLS list, as provided by EDR, and dated 04/11/2018 has revealed that there is 1 SPILLS site within approximately 0.25 miles of the target property.

EXECUTIVE SUMMARY

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
Not reported OHMIT Incident Number: 5022 Incident Status: Closed	4401 SOUTH 25TH STRE	S 1/8 - 1/4 (0.207 mi.)	A2	8

Other Ascertainable Records

FINDS: The Facility Index System contains both facility information and "pointers" to other sources of information that contain more detail. These include: RCRIS; Permit Compliance System (PCS); Aerometric Information Retrieval System (AIRS); FATES (FIFRA [Federal Insecticide Fungicide Rodenticide Act] and TSCA Enforcement System, FTTS [FIFRA/TSCA Tracking System]; CERCLIS; DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes); Federal Underground Injection Control (FURS); Federal Reporting Data System (FRDS); Surface Impoundments (SIA); TSCA Chemicals in Commerce Information System (CICS); PADS; RCRA-J (medical waste transporters/disposers); TRIS; and TSCA. The source of this database is the U.S. EPA/NTIS.

An online review and analysis by GFA INTERNATIONAL of the FINDS list, as provided by EDR, and dated 02/21/2018 has revealed that there are 2 FINDS sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
IMMANUEL CHRISTIAN A	4401 S. 25TH STREET	S 1/8 - 1/4 (0.207 mi.)	A1	8
FORT PIERCE CENTRAL	***W SIDE OF 25TH ST***	***NNW 1/8 - 1/4 (0.230 mi.)***	***3***	***9***

ECHO: ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

An online review and analysis by GFA INTERNATIONAL of the ECHO list, as provided by EDR, and dated 02/25/2018 has revealed that there is 1 ECHO site within approximately 0.25 miles of the target property.

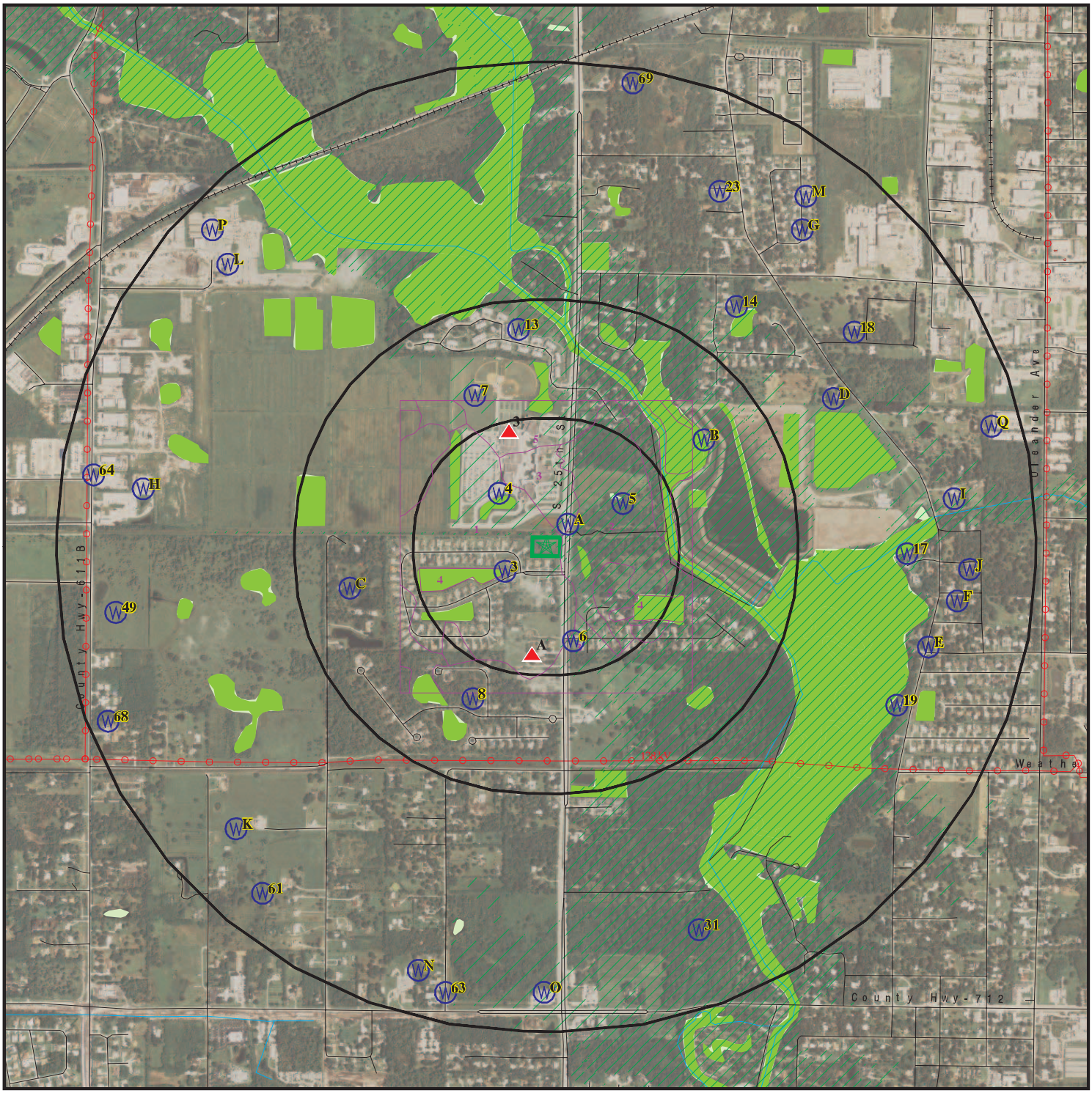
Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
FORT PIERCE CENTRAL	***W SIDE OF 25TH ST***	***NNW 1/8 - 1/4 (0.230 mi.)***	***3***	***9***

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 29 records.

Site Name	Database(s)
SOUTH FL WATER MGMT DIST.-OKEECHOB	RGA LUST
SOUTH FL WATER MGMT DIST-OKEECHOBE	RGA LUST
BOB STRIETER GROVE	RGA LUST
FL DEPARTMENT OF TRANSPORTATION RO	RGA LUST
FL DEP OF TRANSPORTATION ROE2	RGA LUST
FL DEPT OF TRANSPORTATION	RGA LUST
FL DEPT OF TRANSPORTATION	RGA LUST
R & S EXPRESS INC 03-2I-0081	RGA LUST
R & S EXPRESS INC	RGA LUST
EVANS PROPERTIES INC-HALES 700	RGA LUST
COUNTRY STORE BAR-B-Q	RGA LUST
SKAGGS PROPERTY	RGA LUST
MERCHANT DISCOUNT FOOD	RGA LUST
HESS #09265	RGA LUST
RENTAL SERVICE CORP #47	RGA LUST
TRI W RENTAL	RGA LUST
AUTO SHOWCASE INC	RGA LUST
FORT PIERCE FOOD MART #2	RGA LUST
TEXACO - HEROES FOOD MART #2	RGA LUST
SOUTH FL WATER MGMT DIST.-FT PIERC	RGA LUST
SOUTH FL WATER MGMT DIST-FT PIERCE	RGA LUST
SOUTH FL WATER MGMT DIST-FT PIERCE	RGA LUST
JOY H LEE PROPERTY	RGA LUST
CUMBERLAND FARMS #0989	RGA LUST
G & B SERVICE CENTER	RGA LUST
5105 SOUTH INDIAN DRIVE SITE	SEMS
FRESHCO LIMITED JUICE FACILITY	NPDES
INDIAN RIVER EXCHANGE PACKERS INC	Financial Assurance
ST. LUCIE COUNTY FAIRGROUNDS DEBRI	RGA LF

OVERVIEW MAP - 05390299.2R



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites

0 1/4 1/2 1 Miles

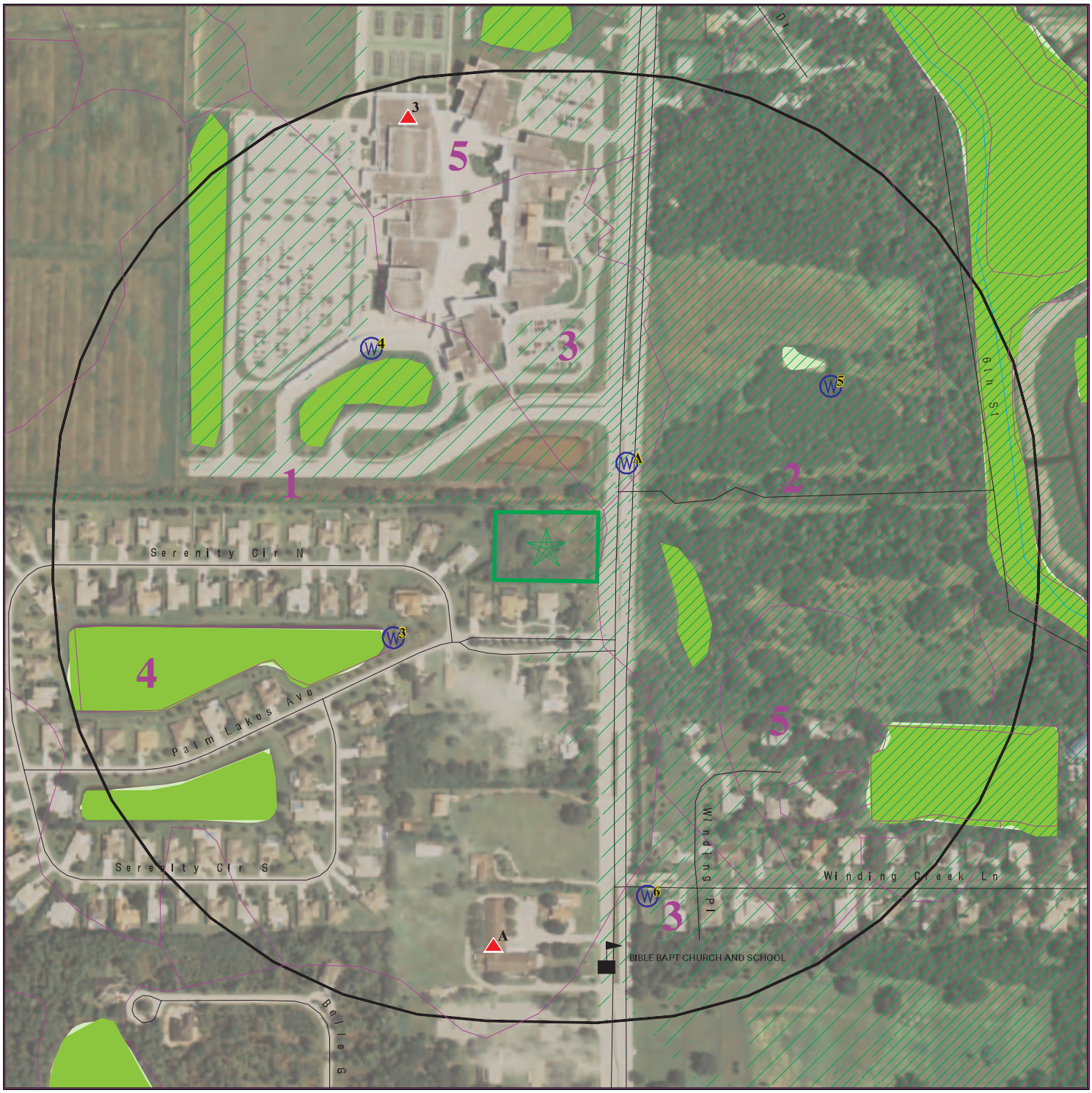
- Indian Reservations BIA
- Power transmission lines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- State Wetlands
- Upgradient Area
- FL Brownfield

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: 1.4-Acre Undeveloped Property	CLIENT: GFA International
ADDRESS: 4201 South 25th Street Fort Pierce FL 34981	CONTACT: Rob Crowell INQUIRY #: 05390299.2r
LAT/LONG: 27.388404 / 80.350957	DATE: August 13, 2018 1:06 pm

Copyright © 2018 EDR, Inc. © 2015 TomTom Rel. 2015.

DETAIL MAP - 05390299.2R



Target Property
Sites at elevations higher than or equal to the target property
Sites at elevations lower than the target property
Manufactured Gas Plants
Sensitive Receptors
National Priority List Sites
Dept. Defense Sites

0 1/16 1/8 1/4 Miles

Indian Reservations BIA
100-year flood zone
500-year flood zone
National Wetland Inventory
State Wetlands
FL Brownfield

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	1.4-Acre Undeveloped Property	CLIENT:	GFA International
ADDRESS:	4201 South 25th Street Fort Pierce FL 34981	CONTACT:	Rob Crowell
		INQUIRY #:	05390299.2r
LAT/LONG:	27.388404 / 80.350957	DATE:	August 13, 2018 1:09 pm

Copyright © 2018 EDR, Inc. © 2015 TomTom Rel. 2015.

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	0.250		0	0	NR	NR	NR	0
Federal Delisted NPL site list								
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Federal CERCLIS NFRAP site list								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	0.250		0	0	NR	NR	NR	0
State- and tribal - equivalent CERCLIS								
SHWS	1.000		0	0	0	0	NR	0
State and tribal landfill and/or solid waste disposal site lists								
SWF/LF	0.500		0	0	0	NR	NR	0
State and tribal leaking storage tank lists								
LUST	0.500		0	0	0	NR	NR	0
LAST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
FF TANKS	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
TANKS	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
ENG CONTROLS	0.500		0	0	0	NR	NR	0
INST CONTROL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	0.250		0	0	NR	NR	NR	0
PRIORITYCLEANERS	0.500		0	0	0	NR	NR	0
Fl Sites	1.000		0	0	0	0	NR	0
US CDL	0.250		0	0	NR	NR	NR	0
Local Land Records								
LIENS 2	0.250		0	0	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	0.250		0	0	NR	NR	NR	0
SPILLS	0.250		0	1	NR	NR	NR	1
SPILLS 90	0.250		0	0	NR	NR	NR	0
SPILLS 80	0.250		0	0	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.250		0	0	NR	NR	NR	0
EPA WATCH LIST	0.250		0	0	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.250		0	0	NR	NR	NR	0
TRIS	0.250		0	0	NR	NR	NR	0
SSTS	0.250		0	0	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.250		0	0	NR	NR	NR	0
RAATS	0.250		0	0	NR	NR	NR	0
PRP	0.250		0	0	NR	NR	NR	0
PADS	0.250		0	0	NR	NR	NR	0
ICIS	0.250		0	0	NR	NR	NR	0
FTTS	0.250		0	0	NR	NR	NR	0
MLTS	0.250		0	0	NR	NR	NR	0
COAL ASH DOE	0.250		0	0	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.250		0	0	NR	NR	NR	0
RADINFO	0.250		0	0	NR	NR	NR	0
HIST FTTS	0.250		0	0	NR	NR	NR	0
DOT OPS	0.250		0	0	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.250		0	0	NR	NR	NR	0
US AIRS	0.250		0	0	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.250		0	2	NR	NR	NR	2
ECHO	0.250		0	1	NR	NR	NR	1
UXO	1.000		0	0	0	0	NR	0
DOCKET HWC	0.250		0	0	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
AIRS	0.250		0	0	NR	NR	NR	0
ASBESTOS	0.250		0	0	NR	NR	NR	0
CLEANUP SITES	0.250		0	0	NR	NR	NR	0
DEDB	0.250		0	0	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
DWM CONTAM	0.500		0	0	0	NR	NR	0
Financial Assurance	0.250		0	0	NR	NR	NR	0
FL Cattle Dip. Vats	0.250		0	0	NR	NR	NR	0
RESP PARTY	0.500		0	0	0	NR	NR	0
SITE INV SITES	0.500		0	0	0	NR	NR	0
TIER 2	0.250		0	0	NR	NR	NR	0
UIC	0.250		0	0	NR	NR	NR	0
NPDES	0.250		0	0	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
EDR Hist Auto	0.250		0	0	NR	NR	NR	0
EDR Hist Cleaner	0.250		0	0	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA HWS	0.250		0	0	NR	NR	NR	0
RGA LF	0.250		0	0	NR	NR	NR	0
RGA LUST	0.250		0	0	NR	NR	NR	0
- Totals --		0	0	4	0	0	0	4

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

A1
South
1/8-1/4
0.207 mi.
1092 ft.

IMMANUEL CHRISTIAN ACADEMY
4401 S. 25TH STREET
FORT PIERCE, FL 33482

Site 1 of 2 in cluster A

FINDS **1004456937**
N/A

Relative:
Higher

Actual:
10 ft.

FINDS:

Registry ID: 110011852780

Environmental Interest/Information System
NCDB (National Compliance Data Base) supports implementation of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Toxic Substances Control Act (TSCA). The system tracks inspections in regions and states with cooperative agreements, enforcement actions, and settlements.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

A2
South
1/8-1/4
0.207 mi.
1092 ft.

4401 SOUTH 25TH STREET, FT. PIERCE, FL 34981
FORT PIERCE, FL

Site 2 of 2 in cluster A

SPILLS **S108035501**
N/A

Relative:
Higher

Actual:
10 ft.

SPILLS:

OHMIT Incident Number:	5022
Incident Legacy:	Not reported
On-Scene Response:	Yes
Criminal Indicator:	No
Hurricane Indicator:	No
Incident Date:	04/28/2006
Incident Status:	Closed
Incident Report Date:	04/28/2006
Pollutant:	Elemental mercury
Pollutants Category:	Mercury, elemental
Substance Spilled:	Elemental mercury
Amount Spilled (Gallons):	0.01
Pollutant - Unit Measure:	pounds
Incident Party Name:	Bible Baptist Church & School
Description:	Inland
Incident Party Name:	Bible Baptist Church & School
Description:	Inland
Incident Party Name:	Local Health Department
Description:	Inland

3
NNW
1/8-1/4
0.230 mi.
1212 ft.

FORT PIERCE CENTRAL HIGH SCHOO
W SIDE OF 25TH ST
FORT PIERCE, FL 34981

FINDS **1010012273**
ECHO **N/A**

Relative:
Higher

Actual:
9 ft.

FINDS:

Registry ID: 110028288859

Environmental Interest/Information System

US National Pollutant Discharge Elimination System (NPDES) module of the Compliance Information System (ICIS) tracks surface water permits issued under the Clean Water Act. Under NPDES, all facilities that discharge pollutants from any point source into waters of the United States are required to obtain a permit. The permit will likely contain limits on what can be discharged, impose monitoring and reporting requirements, and include other provisions to ensure that the discharge does not adversely affect water quality.

Florida Environmental System Today Application (FIESTA) Data Maintenance (FDM) system maintains entity, environmental interest and affiliation data for the State of Florida.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1010012273
Registry ID:	110028288859
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110028288859

Count: 29 records. ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
FORT PIERCE	S115197709	SOUTH FL WATER MGMT DIST.-OKEECHOB	RT 3 BOX 1375 IDEAL HOLDING RD		RGA LUST
FORT PIERCE	S115197690	SOUTH FL WATER MGMT DIST-OKEECHOBE	RT 3 BOX 1375 IDEAL HOLDING RD		RGA LUST
FORT PIERCE	S115163734	BOB STRIETER GROVE	SR 68 & HEADER CANAL RD		RGA LUST
FORT PIERCE	S115175772	FL DEPARTMENT OF TRANSPORTATION RO	SR 68		RGA LUST
FORT PIERCE	S115175768	FL DEP OF TRANSPORTATION ROE2	SR 68		RGA LUST
FORT PIERCE	S115176219	FL DEPT OF TRANSPORTATION	HWY 70 & KINGS HWY		RGA LUST
FORT PIERCE	S115176233	FL DEPT OF TRANSPORTATION	SR 70 & KINGS HIGHWAY		RGA LUST
FORT PIERCE	S115193221	R & S EXPRESS INC 03-2I-0081	HWY 70		RGA LUST
FORT PIERCE	S115193220	R & S EXPRESS INC	HWY 70		RGA LUST
FORT PIERCE	S115173686	EVANS PROPERTIES INC-HALES 700	SR 70 & SUMMERLIN RD		RGA LUST
FORT PIERCE	S115170392	COUNTRY STORE BAR-B-Q	SR 70 & MCCARTY RD		RGA LUST
FORT PIERCE	S107931967	INDIAN RIVER EXCHANGE PACKERS INC	SR 70 & BLUEFIELD	34988	Financial Assurance
FORT PIERCE	S115197347	SKAGGS PROPERTY	S FEDERAL HWY		RGA LUST
FORT PIERCE	S115186641	MERCHANT DISCOUNT FOOD	6150 US HWY 1 S		RGA LUST
FORT PIERCE	S115180357	HESS #09265	3045 US HWY 1		RGA LUST
FORT PIERCE	S115193802	RENTAL SERVICE CORP #47	3019 US HWY 1 S		RGA LUST
FORT PIERCE	S115203538	TRI W RENTAL	3019 US HWY 1 S		RGA LUST
FORT PIERCE	S115162361	AUTO SHOWCASE INC	514 US HWY 1 N		RGA LUST
FORT PIERCE	S115177432	FORT PIERCE FOOD MART #2	1203 US HWY 1 S		RGA LUST
FORT PIERCE	S115201808	TEXACO - HEROES FOOD MART #2	1203 US HWY 1 S		RGA LUST
FORT PIERCE	S115197705	SOUTH FL WATER MGMT DIST.-FT PIERC	IDEAL HOLDING RD & SR 70		RGA LUST
FORT PIERCE	S115197682	SOUTH FL WATER MGMT DIST-FT PIERCE	5404 IDEAL HOLDING RD & HWY 70		RGA LUST
FORT PIERCE	S115197683	SOUTH FL WATER MGMT DIST-FT PIERCE	IDEAL HOLDING RD & HWY 70		RGA LUST
FORT PIERCE	S115182897	JOY H LEE PROPERTY	2550 KINGS HWY		RGA LUST
FORT PIERCE	S115170861	CUMBERLAND FARMS #0989	1020 ROYAL PALM WAY #A1A		RGA LUST
FORT PIERCE	S115157769	ST. LUCIE COUNTY FAIRGROUNDS DEBRI	SITE BEHIND FAIRGROUNDS SW PE-		RGA LF
FORT PIERCE	1022995900	5105 SOUTH INDIAN DRIVE SITE	5105 SOUITH INDIAN RIVER DRIVE	34982	SEMS
FORT PIERCE	S115177783	G & B SERVICE CENTER	5220 SUNSHINE STATE PKWY		RGA LUST
FORT PIERCE	S120048746	FRESHCO LIMITED JUICE FACILITY	3503 SOUTH U.S. HIGHWAY 1, NO.		NPDES

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 05/13/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 23

Source: EPA
Telephone: N/A
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 05/13/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 23

Source: EPA
Telephone: N/A
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 05/13/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 23

Source: EPA
Telephone: N/A
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 11/07/2016
Date Data Arrived at EDR: 01/05/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 92

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 07/06/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 05/18/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 23

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 10/29/2018
Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 05/18/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 23

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 10/29/2018
Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 06/28/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 06/28/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 06/28/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 06/28/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 06/28/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/14/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 07/16/2018
Next Scheduled EDR Contact: 11/26/2018
Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 02/13/2018
Date Data Arrived at EDR: 02/27/2018
Date Made Active in Reports: 05/11/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 05/29/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 02/13/2018
Date Data Arrived at EDR: 02/27/2018
Date Made Active in Reports: 05/11/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 05/29/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 03/19/2018
Date Data Arrived at EDR: 03/27/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 73

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 06/27/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Quarterly

State- and tribal - equivalent CERCLIS

SHWS: Florida's State-Funded Action Sites

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 02/01/2018
Date Data Arrived at EDR: 02/21/2018
Date Made Active in Reports: 04/09/2018
Number of Days to Update: 47

Source: Department of Environmental Protection
Telephone: 850-488-0190
Last EDR Contact: 05/25/2018
Next Scheduled EDR Contact: 09/03/2018
Data Release Frequency: Semi-Annually

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: Solid Waste Facility Database

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 04/16/2018
Date Data Arrived at EDR: 04/17/2018
Date Made Active in Reports: 04/24/2018
Number of Days to Update: 7

Source: Department of Environmental Protection
Telephone: 850-922-7121
Last EDR Contact: 07/18/2018
Next Scheduled EDR Contact: 10/29/2018
Data Release Frequency: Quarterly

State and tribal leaking storage tank lists

LUST: Petroleum Contamination Detail Report

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 04/09/2018
Date Data Arrived at EDR: 05/04/2018
Date Made Active in Reports: 05/22/2018
Number of Days to Update: 18

Source: Department of Environmental Protection
Telephone: 850-245-8839
Last EDR Contact: 08/01/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Quarterly

LAST: Leaking Aboveground Storage Tank Listing

The file for Leaking Aboveground Storage Tanks. Please remember STCM does not track the source of the discharge so the agency provides a list of facilities with an aboveground tank and an open discharge split by facilities with aboveground tanks only and facilities with aboveground and underground tanks.

Date of Government Version: 04/26/2018
Date Data Arrived at EDR: 05/01/2018
Date Made Active in Reports: 05/22/2018
Number of Days to Update: 21

Source: Department of Environmental Protection
Telephone: 850-245-8799
Last EDR Contact: 07/24/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/01/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 05/08/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/13/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/24/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/10/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/25/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing
A listing of all FEMA owned underground storage tanks.

Date of Government Version: 05/15/2017
Date Data Arrived at EDR: 05/30/2017
Date Made Active in Reports: 10/13/2017
Number of Days to Update: 136
Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 07/11/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Varies

FF TANKS: Federal Facilities Listing
A listing of federal facilities with storage tanks.

Date of Government Version: 07/01/2018
Date Data Arrived at EDR: 07/03/2018
Date Made Active in Reports: 07/12/2018
Number of Days to Update: 9
Source: Department of Environmental Protection
Telephone: 850-245-8250
Last EDR Contact: 06/21/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Quarterly

UST: Storage Tank Facility Information
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 04/09/2018
Date Data Arrived at EDR: 05/03/2018
Date Made Active in Reports: 05/21/2018
Number of Days to Update: 18
Source: Department of Environmental Protection
Telephone: 850-245-8839
Last EDR Contact: 08/01/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Quarterly

AST: Storage Tank Facility Information
Registered Aboveground Storage Tanks.

Date of Government Version: 04/09/2018
Date Data Arrived at EDR: 05/03/2018
Date Made Active in Reports: 05/21/2018
Number of Days to Update: 18
Source: Department of Environmental Protection
Telephone: 850-245-8839
Last EDR Contact: 08/01/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Quarterly

INDIAN UST R8: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/25/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 04/10/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/24/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/01/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/13/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 05/08/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

TANKS: Storage Tank Facility List

This listing includes storage tank facilities that do not have tank information. The tanks have either be closed or removed from the site, but the facilities were still registered at some point in history.

Date of Government Version: 04/09/2018
Date Data Arrived at EDR: 05/03/2018
Date Made Active in Reports: 05/21/2018
Number of Days to Update: 18

Source: Department of Environmental Protection
Telephone: 850-245-8841
Last EDR Contact: 08/01/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Quarterly

State and tribal institutional control / engineering control registries

ENG CONTROLS: Institutional Controls Registry

The registry is a database of all contaminated sites in the state of Florida which are subject to engineering controls. Engineering Controls encompass a variety of engineered remedies to contain and/or reduce contamination, and/or physical barriers intended to limit access to property. ECs include fences, signs, guards, landfill caps, provision of potable water, slurry walls, sheet pile (vertical caps), pumping and treatment of groundwater, monitoring wells, and vapor extraction systems.

Date of Government Version: 06/30/2018
Date Data Arrived at EDR: 07/05/2018
Date Made Active in Reports: 07/12/2018
Number of Days to Update: 7

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 07/05/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Semi-Annually

Inst Control: Institutional Controls Registry

The registry is a database of all contaminated sites in the state of Florida which are subject to institutional and engineering controls.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/04/2018
Date Made Active in Reports: 04/24/2018
Number of Days to Update: 20

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 04/04/2018
Next Scheduled EDR Contact: 07/16/2018
Data Release Frequency: Semi-Annually

State and tribal voluntary cleanup sites

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 06/22/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Varies

VCP: Voluntary Cleanup Sites
Listing of closed and active voluntary cleanup sites.

Date of Government Version: 05/21/2018
Date Data Arrived at EDR: 05/22/2018
Date Made Active in Reports: 07/11/2018
Number of Days to Update: 50

Source: Department of Environmental Protection
Telephone: 850-245-8705
Last EDR Contact: 05/16/2018
Next Scheduled EDR Contact: 09/03/2018
Data Release Frequency: Varies

State and tribal Brownfields sites

BSRA: Brownfield Site Rehabilitation Agreements Listing
The BSRA provides DEP and the public assurance that site rehabilitation will be conducted in accordance with Florida Statutes and DEP's Contaminated Site Cleanup Criteria rule. In addition, the BSRA provides limited liability protection for the voluntary responsible party. The BSRA contains various commitments by the voluntary responsible party, including milestones for completion of site rehabilitation tasks and submittal of technical reports and plans. It also contains a commitment by DEP to review technical reports according to an agreed upon schedule. Only those brownfield sites with an executed BSRA are eligible to apply for a voluntary cleanup tax credit incentive pursuant to Section 376.30781, Florida Statutes.

Date of Government Version: 04/25/2018
Date Data Arrived at EDR: 07/05/2018
Date Made Active in Reports: 07/09/2018
Number of Days to Update: 4

Source: Department of Environmental Protection
Telephone: 850-245-8934
Last EDR Contact: 07/05/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Varies

BROWNFIELDS AREAS: Brownfields Areas Database
A "brownfield area" means a contiguous area of one or more brownfield sites, some of which may not be contaminated, that has been designated as such by a local government resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency (EPA) designated brownfield pilot projects. This layer provides a polygon representation of the boundaries of these designated Brownfield Areas in Florida.

Date of Government Version: 02/28/2018
Date Data Arrived at EDR: 04/04/2018
Date Made Active in Reports: 04/30/2018
Number of Days to Update: 26

Source: Department of Environmental Protection
Telephone: 850-245-8934
Last EDR Contact: 07/06/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Quarterly

BROWNFIELDS: Brownfields Sites Database
Brownfields are defined by the Florida Department of Environmental Protection (FDEP) as abandoned, idled, or underused industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination.

Date of Government Version: 04/06/2018
Date Data Arrived at EDR: 07/05/2018
Date Made Active in Reports: 07/09/2018
Number of Days to Update: 4

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 07/05/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Semi-Annually

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 03/19/2018
Date Data Arrived at EDR: 03/21/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 06/20/2018
Next Scheduled EDR Contact: 10/01/2018
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Recycling Centers

A listing of recycling centers located in the state of Florida.

Date of Government Version: 01/10/2018
Date Data Arrived at EDR: 02/16/2018
Date Made Active in Reports: 04/09/2018
Number of Days to Update: 52

Source: Department of Environmental Protection
Telephone: 850-245-8718
Last EDR Contact: 07/20/2018
Next Scheduled EDR Contact: 10/29/2018
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 07/30/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 07/17/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: No Update Planned

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176

Source: Department of Health & Human Serivces, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 08/03/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 02/22/2018
Date Data Arrived at EDR: 03/01/2018
Date Made Active in Reports: 05/11/2018
Number of Days to Update: 71

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: No Update Planned

PRIORITYCLEANERS: Priority Ranking List

The Florida Legislature has established a state-funded program to cleanup properties that are contaminated as a result of the operations of a drycleaning facility.

Date of Government Version: 04/04/2018
Date Data Arrived at EDR: 05/16/2018
Date Made Active in Reports: 05/22/2018
Number of Days to Update: 6

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 08/10/2018
Next Scheduled EDR Contact: 11/26/2018
Data Release Frequency: Varies

FL SITES: Sites List

This summary status report was developed from a number of lists including the Eckhardt list, the Moffit list, the EPA Hazardous Waste Sites list, EPA's Emergency & Remedial Response information System list (RCRA Section 3012) & existing department lists such as the obsolete uncontrolled Hazardous Waste Sites list. This list is no longer updated.

Date of Government Version: 12/31/1989
Date Data Arrived at EDR: 05/09/1994
Date Made Active in Reports: 08/04/1994
Number of Days to Update: 87

Source: Department of Environmental Protection
Telephone: 850-245-8705
Last EDR Contact: 03/24/1994
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 02/22/2018
Date Data Arrived at EDR: 03/01/2018
Date Made Active in Reports: 05/11/2018
Number of Days to Update: 71

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Quarterly

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 05/13/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 06/29/2018
Number of Days to Update: 30

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System
Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 03/26/2018
Date Data Arrived at EDR: 03/27/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 73

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 03/27/2018
Next Scheduled EDR Contact: 07/09/2018
Data Release Frequency: Quarterly

SPILLS: Oil and Hazardous Materials Incidents
Statewide oil and hazardous materials inland incidents.

Date of Government Version: 04/11/2018
Date Data Arrived at EDR: 04/13/2018
Date Made Active in Reports: 05/03/2018
Number of Days to Update: 20

Source: Department of Environmental Protection
Telephone: 850-245-2010
Last EDR Contact: 07/05/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Semi-Annually

SPILLS 90: SPILLS90 data from FirstSearch
Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 12/10/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 03/04/2013
Number of Days to Update: 60

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SPILLS 80: SPILLS80 data from FirstSearch
Spills 80 includes those spill and release records available from FirstSearch databases prior to 1990. Typically, they may include chemical, oil and/or hazardous substance spills recorded before 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 80.

Date of Government Version: 09/01/2001
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 03/06/2013
Number of Days to Update: 62

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/28/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 86

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 06/28/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015
Date Data Arrived at EDR: 07/08/2015
Date Made Active in Reports: 10/13/2015
Number of Days to Update: 97

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 05/25/2018
Next Scheduled EDR Contact: 09/03/2018
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 07/11/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 02/06/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 339

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 07/13/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017
Date Data Arrived at EDR: 02/03/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 63

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 05/15/2018
Next Scheduled EDR Contact: 08/27/2018
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 03/01/2018
Date Data Arrived at EDR: 03/27/2018
Date Made Active in Reports: 06/22/2018
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 06/27/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 08/03/2018
Next Scheduled EDR Contact: 11/19/2018
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 08/10/2018
Next Scheduled EDR Contact: 11/19/2018
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/21/2017
Date Made Active in Reports: 01/05/2018
Number of Days to Update: 198

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 06/22/2018
Next Scheduled EDR Contact: 10/01/2018
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 01/10/2018
Date Made Active in Reports: 01/12/2018
Number of Days to Update: 2

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 05/25/2018
Next Scheduled EDR Contact: 09/03/2018
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 12/10/2010
Date Made Active in Reports: 02/25/2011
Number of Days to Update: 77

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 05/13/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 06/29/2018
Number of Days to Update: 30

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 11/02/2017
Date Data Arrived at EDR: 11/17/2017
Date Made Active in Reports: 12/08/2017
Number of Days to Update: 21

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 07/20/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 10/25/2013
Date Data Arrived at EDR: 10/17/2014
Date Made Active in Reports: 10/20/2014
Number of Days to Update: 3

Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 11/19/2018
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 06/01/2017
Date Data Arrived at EDR: 06/09/2017
Date Made Active in Reports: 10/13/2017
Number of Days to Update: 126

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 07/13/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016
Date Data Arrived at EDR: 11/23/2016
Date Made Active in Reports: 02/10/2017
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 07/09/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25
Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25
Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: Quarterly

MLTS: Material Licensing Tracking System
MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 08/30/2016
Date Data Arrived at EDR: 09/08/2016
Date Made Active in Reports: 10/21/2016
Number of Days to Update: 43
Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 07/23/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data
A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 08/07/2009
Date Made Active in Reports: 10/22/2009
Number of Days to Update: 76
Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 06/07/2018
Next Scheduled EDR Contact: 09/17/2018
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014
Date Data Arrived at EDR: 09/10/2014
Date Made Active in Reports: 10/20/2014
Number of Days to Update: 40
Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 06/04/2018
Next Scheduled EDR Contact: 09/17/2018
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 05/24/2017
Date Data Arrived at EDR: 11/30/2017
Date Made Active in Reports: 12/15/2017
Number of Days to Update: 15
Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 07/27/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 04/03/2018
Date Data Arrived at EDR: 04/05/2018
Date Made Active in Reports: 06/29/2018
Number of Days to Update: 85
Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 07/05/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40
Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40
Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012
Date Data Arrived at EDR: 08/07/2012
Date Made Active in Reports: 09/18/2012
Number of Days to Update: 42
Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 03/31/2018
Date Data Arrived at EDR: 04/16/2018
Date Made Active in Reports: 06/29/2018
Number of Days to Update: 74
Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 07/09/2018
Next Scheduled EDR Contact: 10/01/2018
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 02/22/2017
Date Made Active in Reports: 09/28/2017
Number of Days to Update: 218
Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 06/28/2018
Next Scheduled EDR Contact: 09/03/2018
Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 07/11/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 12/23/2016
Date Data Arrived at EDR: 12/27/2016
Date Made Active in Reports: 02/17/2017
Number of Days to Update: 52

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 08/01/2018
Next Scheduled EDR Contact: 11/19/2018
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 06/23/2017
Date Data Arrived at EDR: 10/11/2017
Date Made Active in Reports: 11/03/2017
Number of Days to Update: 23

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 05/18/2018
Next Scheduled EDR Contact: 09/03/2018
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 05/13/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 06/29/2018
Number of Days to Update: 30

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 10/15/2018
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 05/03/2018
Date Data Arrived at EDR: 05/31/2018
Date Made Active in Reports: 06/29/2018
Number of Days to Update: 29

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 05/31/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 12/05/2005
Date Data Arrived at EDR: 02/29/2008
Date Made Active in Reports: 04/18/2008
Number of Days to Update: 49

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 03/08/2018
Date Data Arrived at EDR: 03/13/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 87

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 06/20/2018
Next Scheduled EDR Contact: 09/24/2018
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 02/21/2018
Date Data Arrived at EDR: 02/23/2018
Date Made Active in Reports: 03/23/2018
Number of Days to Update: 28

Source: EPA
Telephone: (404) 562-9900
Last EDR Contact: 06/06/2018
Next Scheduled EDR Contact: 09/17/2018
Data Release Frequency: Quarterly

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 01/04/2018
Date Data Arrived at EDR: 01/19/2018
Date Made Active in Reports: 04/13/2018
Number of Days to Update: 84

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 06/01/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Varies

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 02/25/2018
Date Data Arrived at EDR: 03/17/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 83

Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 06/06/2018
Next Scheduled EDR Contact: 09/17/2018
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 09/30/2016
Date Data Arrived at EDR: 10/31/2017
Date Made Active in Reports: 01/12/2018
Number of Days to Update: 73

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 07/13/2018
Next Scheduled EDR Contact: 10/29/2018
Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 02/20/2018
Date Data Arrived at EDR: 02/21/2018
Date Made Active in Reports: 03/23/2018
Number of Days to Update: 30

Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 05/23/2018
Next Scheduled EDR Contact: 09/03/2018
Data Release Frequency: Quarterly

AIRS: Permitted Facilities Listing

A listing of Air Resources Management permits.

Date of Government Version: 04/27/2018
Date Data Arrived at EDR: 05/02/2018
Date Made Active in Reports: 06/01/2018
Number of Days to Update: 30

Source: Department of Environmental Protection
Telephone: 850-921-9558
Last EDR Contact: 08/07/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ASBESTOS: Asbestos Notification Listing
Asbestos sites

Date of Government Version: 05/16/2018
Date Data Arrived at EDR: 05/22/2018
Date Made Active in Reports: 07/12/2018
Number of Days to Update: 51

Source: Department of Environmental Protection
Telephone: 850-717-9086
Last EDR Contact: 05/16/2018
Next Scheduled EDR Contact: 09/03/2018
Data Release Frequency: Varies

CLEANUP SITES: DEP Cleanup Sites - Contamination Locator Map Listing
This listing includes the locations of waste cleanup sites from various programs. The source of the cleanup site data includes Hazardous Waste programs, Site Investigation Section, Compliance and Enforcement Tracking, Drycleaning State Funded Cleanup Program (possibly other state funded cleanup), Storage Tank Contamination Monitoring.

Date of Government Version: 05/29/2018
Date Data Arrived at EDR: 05/29/2018
Date Made Active in Reports: 07/12/2018
Number of Days to Update: 44

Source: Department of Environmental Protection
Telephone: 866-282-0787
Last EDR Contact: 05/29/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Quarterly

DEDB: Ethylene Dibromide Database Results
Ethylene dibromide (EDB), a soil fumigant, that has been detected in drinking water wells. The amount found exceeds the maximum contaminant level as stated in Chapter 62-550 or 520. It is a potential threat to public health when present in drinking water.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/03/2018
Date Made Active in Reports: 04/24/2018
Number of Days to Update: 21

Source: Department of Environmental Protection
Telephone: 850-245-8335
Last EDR Contact: 07/11/2018
Next Scheduled EDR Contact: 10/01/2018
Data Release Frequency: Varies

DRYCLEANERS: Drycleaning Facilities
The Drycleaners database, maintained by the Department of Environmental Protection, provides information about permitted dry cleaner facilities.

Date of Government Version: 04/09/2018
Date Data Arrived at EDR: 04/24/2018
Date Made Active in Reports: 05/21/2018
Number of Days to Update: 27

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 07/25/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Semi-Annually

DWM CONTAM: DWM CONTAMINATED SITES
A listing of active or known sites. The listing includes sites that need cleanup but are not actively being working on because the agency currently does not have funding (primarily petroleum and drycleaning).

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 10/31/2017
Date Made Active in Reports: 01/19/2018
Number of Days to Update: 80

Source: Department of Environmental Protection
Telephone: 850-245-7503
Last EDR Contact: 08/07/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing
A list of hazardous waste facilities required to provide financial assurance under RCRA.

Date of Government Version: 04/26/2018
Date Data Arrived at EDR: 05/01/2018
Date Made Active in Reports: 05/21/2018
Number of Days to Update: 20

Source: Department of Environmental Protection
Telephone: 850-245-8793
Last EDR Contact: 07/24/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Semi-Annually

Financial Assurance 2: Financial Assurance Information Listing
A listing of financial assurance information for solid waste facilities.

Date of Government Version: 04/27/2018
Date Data Arrived at EDR: 05/02/2018
Date Made Active in Reports: 05/21/2018
Number of Days to Update: 19
Source: Department of Environmental Protection
Telephone: 850-245-8743
Last EDR Contact: 07/24/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Semi-Annually

Financial Assurance 3: Financial Assurance Information Listing
A listing of financial assurance information for storage tanks sites.

Date of Government Version: 04/09/2018
Date Data Arrived at EDR: 05/03/2018
Date Made Active in Reports: 05/22/2018
Number of Days to Update: 19
Source: Department of Environmental Protection
Telephone: 850-245-8853
Last EDR Contact: 08/01/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Quarterly

FL Cattle Dip. Vats: Cattle Dipping Vats
From the 1910's through the 1950's, these vats were filled with an arsenic solution for the control and eradication of the cattle fever tick. Other pesticides, such as DDT, were also widely used. By State law, all cattle, horses, mules, goats, and other susceptible animals were required to be dipped every 14 days. Under certain circumstances, the arsenic and other pesticides remaining at the site may present an environmental or public health hazard.

Date of Government Version: 01/19/2017
Date Data Arrived at EDR: 01/09/2018
Date Made Active in Reports: 01/19/2018
Number of Days to Update: 10
Source: Department of Environmental Protection
Telephone: 850-245-4444
Last EDR Contact: 07/13/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: No Update Planned

RESP PARTY: Responsible Party Sites Listing
Open, inactive and closed responsible party sites

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/04/2018
Date Made Active in Reports: 04/24/2018
Number of Days to Update: 20
Source: Department of Environmental Protection
Telephone: 850-245-8758
Last EDR Contact: 04/04/2018
Next Scheduled EDR Contact: 07/16/2018
Data Release Frequency: Quarterly

SITE INV SITES: Site Investigation Section Sites Listing
Statewide coverage of Site Investigation Section (SIS) sites. Site Investigation is a Section within the Bureau of Waste Cleanup, Division of Waste Management. SIS provides technical support to FDEP District Waste Cleanup Programs and conducts contamination assessments throughout the state.

Date of Government Version: 05/19/2018
Date Data Arrived at EDR: 05/23/2018
Date Made Active in Reports: 07/11/2018
Number of Days to Update: 49
Source: Department of Environmental Protection
Telephone: 850-245-8953
Last EDR Contact: 05/23/2018
Next Scheduled EDR Contact: 09/03/2018
Data Release Frequency: Quarterly

TIER 2: Tier 2 Facility Listing
A listing of facilities which store or manufacture hazardous materials that submit a chemical inventory report.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/23/2017
Date Made Active in Reports: 08/02/2017
Number of Days to Update: 40
Source: Department of Environmental Protection
Telephone: 850-413-9970
Last EDR Contact: 07/05/2018
Next Scheduled EDR Contact: 09/24/2018
Data Release Frequency: Varies

UIC: Underground Injection Wells Database Listing
A listing of Class I wells. Class I wells are used to inject hazardous waste, nonhazardous waste, or municipal waste below the lowermost USDW.

Date of Government Version: 04/18/2018
Date Data Arrived at EDR: 04/23/2018
Date Made Active in Reports: 05/22/2018
Number of Days to Update: 29

Source: Department of Environmental Protection
Telephone: 850-245-8655
Last EDR Contact: 07/17/2018
Next Scheduled EDR Contact: 11/05/2018
Data Release Frequency: Varies

WASTEWATER: Wastewater Facility Regulation Database
Domestic and industrial wastewater facilities.

Date of Government Version: 05/01/2018
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 05/22/2018
Number of Days to Update: 14

Source: Department of Environmental Protection
Telephone: 850-245-8600
Last EDR Contact: 08/06/2018
Next Scheduled EDR Contact: 11/19/2018
Data Release Frequency: Quarterly

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants
The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations
EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners
EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List
The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List
The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/10/2014
Number of Days to Update: 193

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank
The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

COUNTY RECORDS

ALACHUA COUNTY:

FACILITY LIST ALACHUA: Facility List
List of all regulated facilities in Alachua County.

Date of Government Version: 03/22/2018
Date Data Arrived at EDR: 03/27/2018
Date Made Active in Reports: 04/05/2018
Number of Days to Update: 9

Source: Alachua County Environmental Protection Department
Telephone: 352-264-6800
Last EDR Contact: 06/21/2018
Next Scheduled EDR Contact: 10/08/2018
Data Release Frequency: Annually

BROWARD COUNTY:

AST BROWARD: Aboveground Storage Tanks
Aboveground storage tank locations in Broward County.

Date of Government Version: 06/04/2018
Date Data Arrived at EDR: 06/08/2018
Date Made Active in Reports: 07/12/2018
Number of Days to Update: 34

Source: Broward County Environmental Protection Department
Telephone: 954-818-7509
Last EDR Contact: 06/01/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Varies

UST BROWARD: Underground Storage Tanks
All known regulated storage tanks within Broward County, including those tanks that have been closed

Date of Government Version: 06/04/2018
Date Data Arrived at EDR: 06/08/2018
Date Made Active in Reports: 07/12/2018
Number of Days to Update: 34

Source: Broward County Environmental Protection Department
Telephone: 954-818-7509
Last EDR Contact: 06/01/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Varies

HILLSBOROUGH COUNTY:

LF HILLSBOROUGH: Hillsborough County LF
Hillsborough county landfill sites.

Date of Government Version: 01/04/2018
Date Data Arrived at EDR: 01/09/2018
Date Made Active in Reports: 01/22/2018
Number of Days to Update: 13

Source: Hillsborough County Environmental Protection Commission
Telephone: 813-627-2600
Last EDR Contact: 07/05/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Varies

MIAMI-DADE COUNTY:

DADE CO AP: Air Permit Sites
Facilities that release or have a potential to release pollutants.

Date of Government Version: 05/29/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 07/13/2018
Number of Days to Update: 44

Source: Department of Environmental Resources Management
Telephone: 305-372-6755
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Semi-Annually

DADE CO AW: Agricultural Waste Listing
A listing of agricultural waste sites

Date of Government Version: 05/29/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 07/13/2018
Number of Days to Update: 44

Source: Miami-Dade County Division of Environmental Resources Management
Telephone: 305-372-6715
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Varies

DADE CO LW: Liquid Waste Transporter List
The Liquid Waste Transporter permit regulates the transportation of various types of liquid and solid waste, including hazardous waste, waste oil and oily waste waters, septic and grease trap waste, biomedical waste, spent radiator fluid, photo chemical waste, dry sewage sludge, and other types of non-hazardous industrial waste. The Liquid Waste Transporter permits needed to protect the environment and the public from improperly handled and transported waste.

Date of Government Version: 05/29/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 07/13/2018
Number of Days to Update: 44

Source: DERM
Telephone: 305-372-6755
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Quarterly

DADE MOP: Marine Facilities Operating Permit

What is this permit used for? Miami-Dade County Ordinance 89-104 and Section 24-18 of the Code of Miami-Dade County require the following types of marine facilities to obtain annual operating permits from DERM: All recreational boat docking facilities with ten (10) or more boat slips, moorings, davit spaces, and vessel tie-up spaces. All boat storage facilities contiguous to tidal waters in Miami-Dade County with ten (10) or more dry storage spaces including boatyards and boat manufacturing facilities.

Date of Government Version: 05/29/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 07/16/2018
Number of Days to Update: 47

Source: DERM
Telephone: 305-372-3576
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Quarterly

DADE MRE: Maimi River Enforcement

The Miami River Enforcement database files were created for facilities and in some instances vessels that were inspected by a workgroup within the Department that was identified as the Miami River Enforcement Group. The files do not all necessarily reflect enforcement cases and some were created for locations that were permitted by other Sections within the Department.

Date of Government Version: 06/05/2013
Date Data Arrived at EDR: 06/06/2013
Date Made Active in Reports: 08/06/2013
Number of Days to Update: 61

Source: DERM
Telephone: 305-372-3576
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Quarterly

DADE_IW2_4: Industrial Waste Type 2-4 Sites

IW2s are facilities having reclaim or recycling systems with no discharges, aboveground holding tanks or spill prevention and countermeasure plans. IW4s are facilities that discharge an effluent to the ground.

Date of Government Version: 05/29/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 07/16/2018
Number of Days to Update: 47

Source: Department of Environmental Resources Management
Telephone: 305-372-6700
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Semi-Annually

DADE_IW5: Industrial Waste Type 5 Sites

Generally these facilities fall under the category of "conditionally exempt small quantity generator" or "small quantity generator".

Date of Government Version: 05/29/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 07/16/2018
Number of Days to Update: 47

Source: Department of Environmental Resources Management
Telephone: 305-372-6700
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Semi-Annually

DADE_IW6: Industrial Waste Type 6

Permits issued to those non-residential land uses located within the major drinking water wellfield protection areas that are not served by sanitary sewers. These facilities do not handle hazardous materials but are regulated because of the env. sensitivity of the areas where they are located.

Date of Government Version: 05/29/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 07/16/2018
Number of Days to Update: 47

Source: Department of Environmental Resources Management
Telephone: 305-372-6700
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Semi-Annually

DADE_IWP: Industrial Waste Permit Sites

Facilities that either generate more than 25,000 of wastewater per day to sanitary sewers or are pre-defined by EPA.

Date of Government Version: 02/26/2018
Date Data Arrived at EDR: 02/27/2018
Date Made Active in Reports: 04/05/2018
Number of Days to Update: 37
Source: Department of Environmental Resources Management
Telephone: 305-372-6700
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Semi-Annually

ENF: Enforcement Case Tracking System Sites
Enforcement cases monitored by the Dade County Department of Environmental Resources Management.

Date of Government Version: 05/29/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 07/16/2018
Number of Days to Update: 47
Source: Department of Environmental Resources Management
Telephone: 305-372-6755
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Semi-Annually

SPILLS DADE: Fuel Spills Cases
DERM documents fuel spills of sites that are not in a state program.

Date of Government Version: 01/08/2009
Date Data Arrived at EDR: 01/13/2009
Date Made Active in Reports: 02/05/2009
Number of Days to Update: 23
Source: Department of Environmental Resources Management
Telephone: 305-372-6755
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Semi-Annually

UST DADE: Storage Tanks
A listing of aboveground and underground storage tank site locations.

Date of Government Version: 05/29/2018
Date Data Arrived at EDR: 05/30/2018
Date Made Active in Reports: 07/16/2018
Number of Days to Update: 47
Source: Department of Environmental Resource Management
Telephone: 305-372-6700
Last EDR Contact: 05/30/2018
Next Scheduled EDR Contact: 09/10/2018
Data Release Frequency: Semi-Annually

PALM BEACH COUNTY:

LF PALM BEACH: Palm Beach County LF
Palm Beach County Inventory of Solid Waste Sites.

Date of Government Version: 09/01/2011
Date Data Arrived at EDR: 09/20/2011
Date Made Active in Reports: 10/10/2011
Number of Days to Update: 20
Source: Palm Beach County Solid Waste Authority
Telephone: 561-640-4000
Last EDR Contact: 06/15/2018
Next Scheduled EDR Contact: 09/24/2018
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data
Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 01/03/2018
Date Data Arrived at EDR: 02/14/2018
Date Made Active in Reports: 03/22/2018
Number of Days to Update: 36
Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 08/09/2018
Next Scheduled EDR Contact: 11/26/2018
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 07/13/2018
Date Made Active in Reports: 08/01/2018
Number of Days to Update: 19

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 07/13/2018
Next Scheduled EDR Contact: 10/22/2018
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data
Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 04/30/2018
Date Data Arrived at EDR: 05/03/2018
Date Made Active in Reports: 06/07/2018
Number of Days to Update: 35

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 08/01/2018
Next Scheduled EDR Contact: 11/12/2018
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 07/25/2017
Date Made Active in Reports: 09/25/2017
Number of Days to Update: 62

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 07/12/2018
Next Scheduled EDR Contact: 10/29/2018
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 02/23/2018
Date Made Active in Reports: 04/09/2018
Number of Days to Update: 45

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 05/21/2018
Next Scheduled EDR Contact: 09/03/2018
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/15/2018
Date Made Active in Reports: 07/09/2018
Number of Days to Update: 24

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 06/11/2018
Next Scheduled EDR Contact: 09/24/2018
Data Release Frequency: Annually

Oil/Gas Pipelines
Source: PennWell Corporation
Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data
Source: PennWell Corporation
This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Department of Children & Families
Source: Provider Information
Telephone: 850-488-4900

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory
Source: Department of Environmental Protection
Telephone: 850-245-8238

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

© 2015 TomTom North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

GEOCHECK ®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

1.4-ACRE UNDEVELOPED PROPERTY
4201 SOUTH 25TH STREET
FORT PIERCE, FL 34981

TARGET PROPERTY COORDINATES

Latitude (North):	27.388404 - 27° 23' 18.25''
Longitude (West):	80.350957 - 80° 21' 3.45''
Universal Tranverse Mercator:	Zone 17
UTM X (Meters):	564174.2
UTM Y (Meters):	3029454.0
Elevation:	9 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	5656797 FORT PIERCE, FL
Version Date:	2012
Southeast Map:	5656775 ANKONA, FL
Version Date:	2012

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

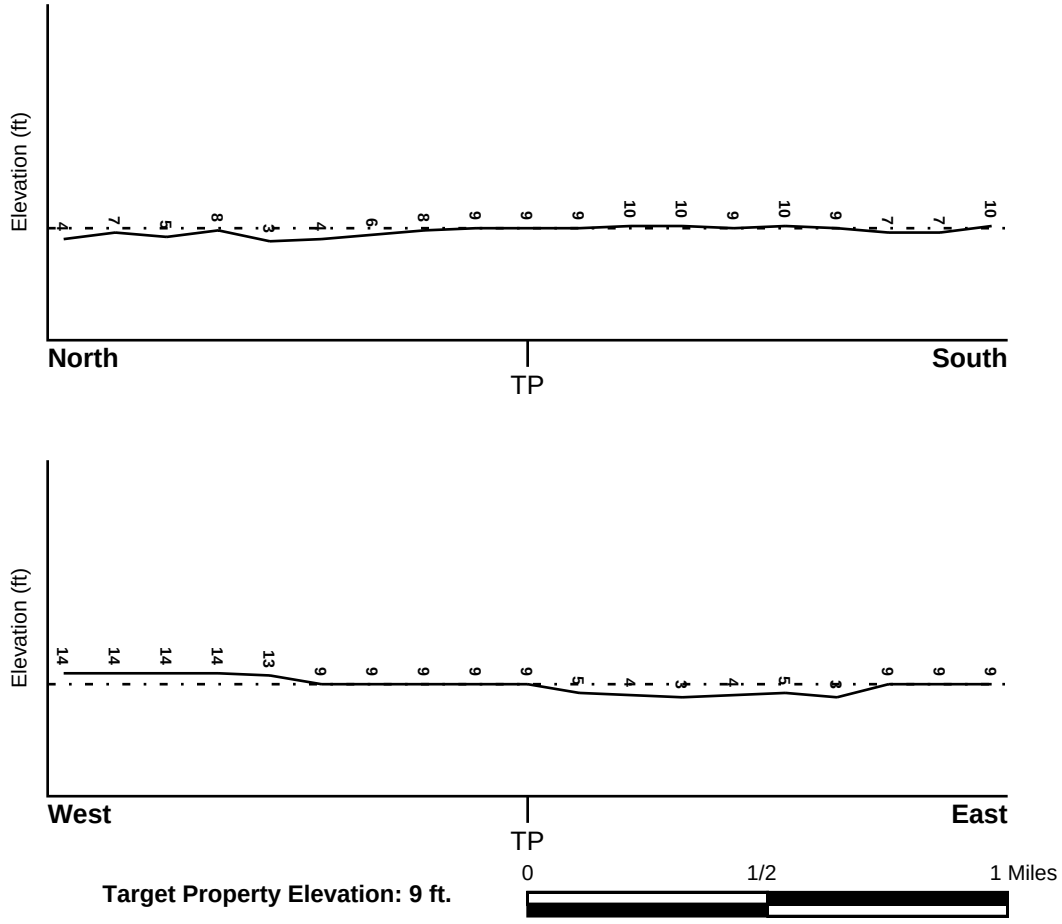
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General ENE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Flood Plain Panel at Target Property	FEMA Source Type
12111C0188J	FEMA FIRM Flood data

Additional Panels in search area:	FEMA Source Type
12111C0189J	FEMA FIRM Flood data
12111C0276J	FEMA FIRM Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property	NWI Electronic Data Coverage
FORT PIERCE	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

* ©1996 Site−specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

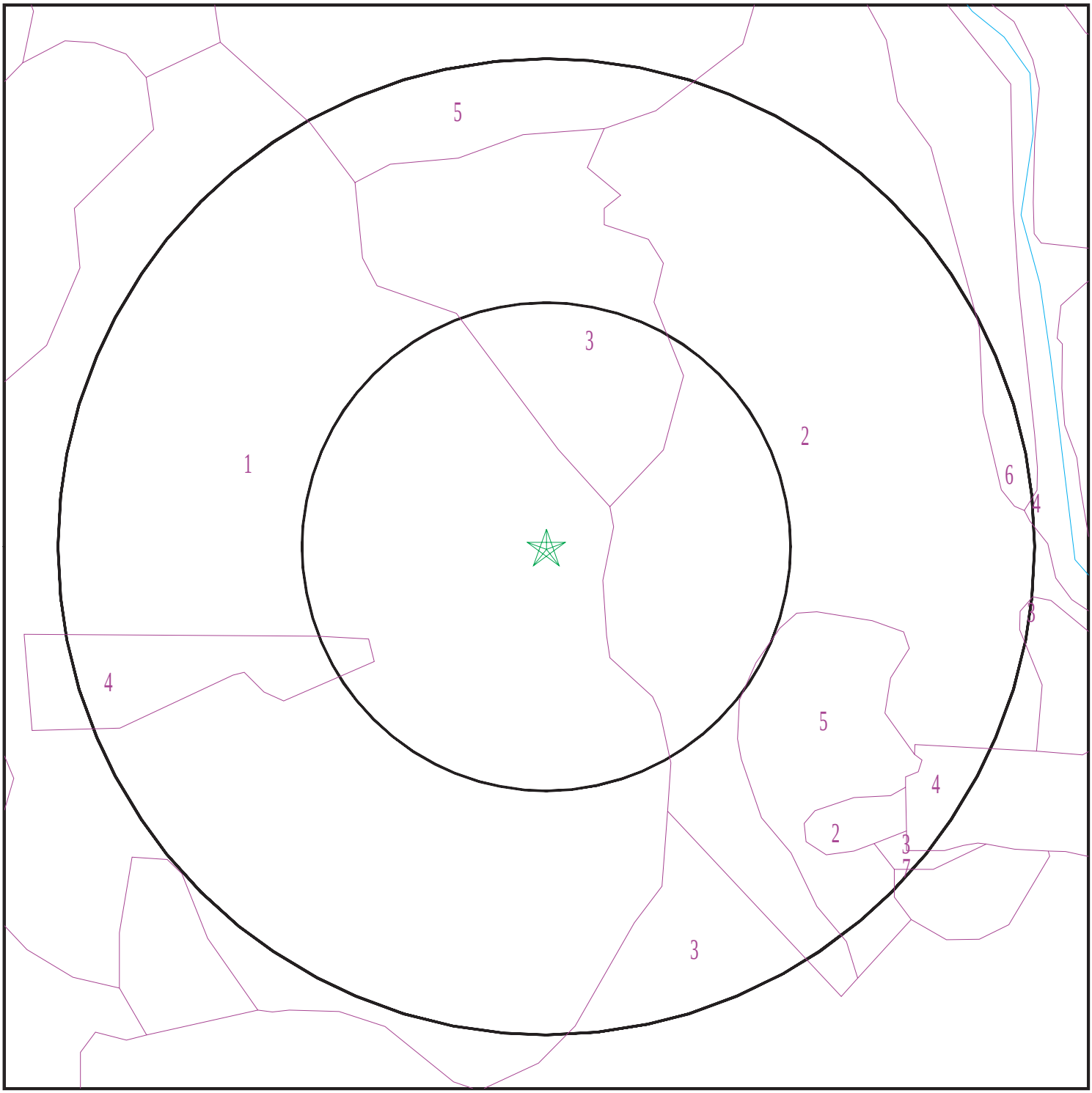
Era:	Cenozoic
System:	Quaternary
Series:	Holocene
Code:	Qh *(decoded above as Era, System & Series)*

GEOLOGIC AGE IDENTIFICATION

Category: Stratifed Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 05390299.2r



Target Property
SSURGO Soil
Water

0 1/16 1/8 1/4 Miles

N

SITE NAME:	1.4-Acre Undeveloped Property	CLIENT:	GFA International
ADDRESS:	4201 South 25th Street Fort Pierce FL 34981	CONTACT:	Rob Crowell
		INQUIRY #:	05390299.2r
LAT/LONG:	27.388404 / 80.350957	DATE:	August 13, 2018 1:10 pm

Copyright © 2018 EDR, Inc. © 2015 TomTom Rel. 2015.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Ankona

Soil Surface Texture: sand

Hydrologic Group: Class C/D - Drained/undrained hydrology class of soils that can be drained and classified.

Soil Drainage Class: Poorly drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 31 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	7 inches	38 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 5.5 Min: 3.6
2	38 inches	48 inches	loamy sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 5.5 Min: 3.6
3	48 inches	57 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 5.5 Min: 3.6

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
4	57 inches	79 inches	loamy fine sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 5.5 Min: 3.6
5	0 inches	7 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 5.5 Min: 3.6

Soil Map ID: 2

Soil Component Name: Winder

Soil Surface Texture: sand

Hydrologic Group: Class B/D - Drained/undrained hydrology class of soils that can be drained and are classified.

Soil Drainage Class: Poorly drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 15 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	5 inches	11 inches	sand	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 5.5 Min: 3.6
2	0 inches	5 inches	loamy sand	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 5.5 Min: 3.6
3	11 inches	33 inches	sandy clay loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 5.5 Min: 3.6
4	33 inches	48 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 5.5 Min: 3.6
5	48 inches	66 inches	loamy sand	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 5.5 Min: 3.6
6	66 inches	79 inches	sand	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand. COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 5.5 Min: 3.6

Soil Map ID: 3

Soil Component Name: Susanna

Soil Surface Texture: sand

Hydrologic Group: Class C/D - Drained/undrained hydrology class of soils that can be drained and classified.

Soil Drainage Class: Poorly drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 31 inches

Soil Layer Information

	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	5 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 5.5 Min: 4.5
2	5 inches	25 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 5.5 Min: 4.5
3	25 inches	29 inches	loamy sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 5.5 Min: 4.5
4	29 inches	48 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 5.5 Min: 4.5
5	48 inches	79 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 14	Max: 5.5 Min: 4.5

Soil Map ID: 4

Soil Component Name: Water

Soil Surface Texture: sand

Hydrologic Group: Class C/D - Drained/undrained hydrology class of soils that can be drained and classified.

Soil Drainage Class:
Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

No Layer Information available.

Soil Map ID: 5

Soil Component Name: Wabasso

Soil Surface Texture: sand

Hydrologic Group: Class B/D - Drained/undrained hydrology class of soils that can be drained and are classified.

Soil Drainage Class: Poorly drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 31 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	25 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 8.4 Min: 7.4

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
2	25 inches	33 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 8.4 Min: 7.4
3	33 inches	59 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 8.4 Min: 7.4
4	59 inches	79 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 8.4 Min: 7.4

Soil Map ID: 6

Soil Component Name: Fluvaquents

Soil Surface Texture: clay

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Very poorly drained

Hydric Status: All hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 8 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	7 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 141 Min: 42	Max: 7.8 Min: 5.6
2	7 inches	18 inches	loamy sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 141 Min: 42	Max: 7.8 Min: 5.6
3	18 inches	25 inches	clay	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 141 Min: 42	Max: 7.8 Min: 5.6
4	25 inches	38 inches	sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 141 Min: 42	Max: 7.8 Min: 5.6
5	38 inches	79 inches	sand	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 141 Min: 42	Max: 7.8 Min: 5.6

Soil Map ID: 7

Soil Component Name: Riviera

Soil Surface Texture: sand

Hydrologic Group: Class B/D - Drained/undrained hydrology class of soils that can be drained and are classified.

Soil Drainage Class: Poorly drained

Hydric Status: All hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 15 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	29 inches	sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 141 Min: 42	Max: 7.3 Min: 4.5
2	29 inches	34 inches	sandy clay loam	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 141 Min: 42	Max: 7.3 Min: 4.5
3	34 inches	53 inches	sandy clay loam	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 141 Min: 42	Max: 7.3 Min: 4.5
4	53 inches	72 inches	loamy fine sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 141 Min: 42	Max: 7.3 Min: 4.5
5	72 inches	79 inches	fine sand	Granular materials (35 pct. or less passing No. 200), Fine Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 141 Min: 42	Max: 7.3 Min: 4.5

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 0.250 miles
State Database	1.000

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
N53	USGS40000241085	1/2 - 1 Mile SSW
N54	USGS40000241084	1/2 - 1 Mile SSW

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

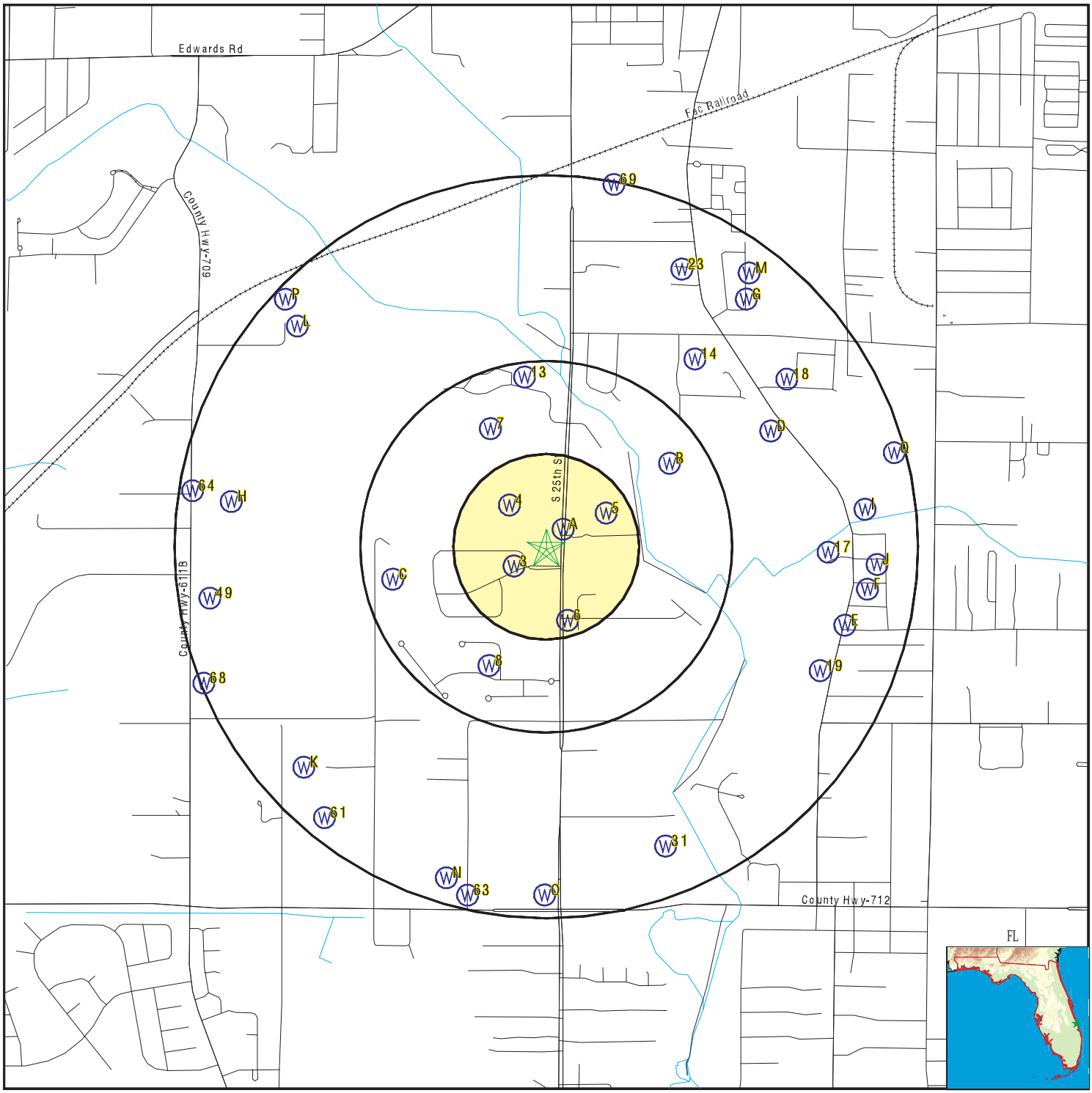
MAP ID	WELL ID	LOCATION FROM TP
A1	FLSO80000050887	0 - 1/8 Mile NNE
A2	FLSO80000032441	0 - 1/8 Mile NE
3	FLSO80000029622	0 - 1/8 Mile WSW
4	FLSO80000011811	1/8 - 1/4 Mile NW
5	FLDGW4000008459	1/8 - 1/4 Mile ENE
6	FLSO80000023559	1/8 - 1/4 Mile SSE
7	FLSO80000011812	1/4 - 1/2 Mile NNW
8	FLSO80000000412	1/4 - 1/2 Mile SSW
B9	FLDGW4000008460	1/4 - 1/2 Mile NE
B10	FLDGW4000008461	1/4 - 1/2 Mile NE
C11	FLSA80000065006	1/4 - 1/2 Mile WSW
C12	FLSA80000065007	1/4 - 1/2 Mile West
13	FLSO80000002184	1/4 - 1/2 Mile North
14	FLSO80000019903	1/2 - 1 Mile NE
D15	FLSA80000021945	1/2 - 1 Mile ENE
D16	FLSA80000021944	1/2 - 1 Mile ENE
17	FLSA80000020075	1/2 - 1 Mile East
18	FLSA80000021943	1/2 - 1 Mile NE
19	FLSA80000020081	1/2 - 1 Mile ESE
E20	FLSA80000020080	1/2 - 1 Mile ESE
F21	FLSA80000020076	1/2 - 1 Mile East
G22	FLSA80000023892	1/2 - 1 Mile NE
23	FLSO80000051853	1/2 - 1 Mile NNE
H24	FLSO80000049679	1/2 - 1 Mile West
G25	FLSA80000023893	1/2 - 1 Mile NE
E26	FLSA80000020079	1/2 - 1 Mile ESE
G27	FLSA80000023894	1/2 - 1 Mile NE
I28	FLSA80000021946	1/2 - 1 Mile East
I29	FLSA80000021922	1/2 - 1 Mile East
G30	FLSA80000023896	1/2 - 1 Mile NE
31	FLSO80000053793	1/2 - 1 Mile SSE
H32	FLSO80000049680	1/2 - 1 Mile West
J33	FLSA80000021959	1/2 - 1 Mile East
G34	FLSA80000023895	1/2 - 1 Mile NE
J35	FLSA80000021958	1/2 - 1 Mile East

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
I36	FLSA80000017324	1/2 - 1 Mile East
F37	FLSA80000021955	1/2 - 1 Mile East
K38	FLSO80000050431	1/2 - 1 Mile SW
K39	FLSO80000050432	1/2 - 1 Mile SW
G40	FLSA80000023897	1/2 - 1 Mile NE
L41	FLSO80000049850	1/2 - 1 Mile NW
F42	FLSA80000021953	1/2 - 1 Mile East
L43	FLSO80000049849	1/2 - 1 Mile NW
F44	FLSA80000021954	1/2 - 1 Mile East
M45	FLSA80000023898	1/2 - 1 Mile NE
L46	FLSO80000049848	1/2 - 1 Mile NW
J47	FLSA80000021957	1/2 - 1 Mile East
J48	FLSA80000021956	1/2 - 1 Mile East
49	FLSO80000037089	1/2 - 1 Mile West
M50	FLSA80000023901	1/2 - 1 Mile NE
M51	FLSA80000023899	1/2 - 1 Mile NE
M52	FLSA80000023900	1/2 - 1 Mile NE
O55	FLSO80000055336	1/2 - 1 Mile South
O56	FLSO80000055337	1/2 - 1 Mile South
O57	FLSO80000055338	1/2 - 1 Mile South
O58	FLSO80000055333	1/2 - 1 Mile South
O59	FLSO80000055334	1/2 - 1 Mile South
O60	FLSO80000055335	1/2 - 1 Mile South
61	FLSO80000001280	1/2 - 1 Mile SW
P62	FLSO80000050036	1/2 - 1 Mile NW
63	FLSA80000071405	1/2 - 1 Mile SSW
64	FLSO80000037896	1/2 - 1 Mile West
Q65	FLSO80000051360	1/2 - 1 Mile ENE
P66	FLSO80000049847	1/2 - 1 Mile NW
Q67	FLSO80000003042	1/2 - 1 Mile ENE
68	FLSO80000044167	1/2 - 1 Mile WSW
69	FLSA80000003684	1/2 - 1 Mile North

PHYSICAL SETTING SOURCE MAP - 05390299.2r



- County Boundary
- Major Roads
- Contour Lines
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons
- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Closest Hydrogeological Data
- Oil, gas or related wells
- Sink holes

SITE NAME:	1.4-Acre Undeveloped Property	CLIENT:	GFA International
ADDRESS:	4201 South 25th Street Fort Pierce FL 34981	CONTACT:	Rob Crowell
		INQUIRY #:	05390299.2r
LAT/LONG:	27.388404 / 80.350957	DATE:	August 13, 2018 1:10 pm

Copyright © 2018 EDR, Inc. © 2015 TomTom Rel. 2015.

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database | EDR ID Number

A1
NNE
0 - 1/8 Mile
Higher

FL WELLS **FLSO80000050887**

Permit no:	56-01875-W	App no:	030625-17
Actual per:	GP	Project na:	25TH STREET FOUR LANING
Lu code:	LAN	Acres serv:	4.4
Id:	147637	Facinv typ:	WELL
Fac name:	W-2	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	90
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	866951
Pump coo 1:	1111189	Well depth:	90
Cased dept:	80	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Donna L. Moscone, P.G.
Fee catego:	GP MIN	Site id:	FLSO80000050887

A2
NE
0 - 1/8 Mile
Lower

FL WELLS **FLSO80000032441**

Permit no:	56-03343-W	App no:	140214-25
Actual per:	GP	Project na:	MOUNT BETHEL BAPTIST CHURCH
Lu code:	LAN	Acres serv:	2.87
Id:	267768	Facinv typ:	WELL
Fac name:	1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	60
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	867090
Pump coo 1:	1111134	Well depth:	100
Cased dept:	80	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Jeffery Scott
Fee catego:	NGP	Site id:	FLSO80000032441

3
WSW
0 - 1/8 Mile
Higher

FL WELLS **FLSO80000029622**

Permit no:	56-02717-W	App no:	070620-27
Actual per:	GP	Project na:	PALM LAKE GARDENS OWNERS ASSOCIATION
Lu code:	LAN	Acres serv:	2
Id:	214935	Facinv typ:	WELL
Fac name:	W-1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	2	Pump capac:	40
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	866325
Pump coo 1:	1110635	Well depth:	120
Cased dept:	100	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Barbara Fronczek

Fee catego:	GP MIN	Site id:	FLSO80000029622

4
NW
1/8 - 1/4 Mile
Higher

FL WELLS **FLSO80000011811**

Permit no:	56-02517-W	App no:	071113-8
Actual per:	GP	Project na:	FT. PIERCE CENTRAL HIGH SCHOOL
Lu code:	LAN	Acres serv:	12.98
Id:	194483	Facinv typ:	WELL
Fac name:	Well 1	Pumptype c:	SUB
Pump diame:	0	Cul diamet:	0
Well diame:	8	Pump capac:	130
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	866255
Pump coo 1:	1111501	Well depth:	80
Cased dept:	60	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Thushari Liyanage
Fee catego:	GP MIN	Site id:	FLSO80000011811

5
ENE
1/8 - 1/4 Mile
Lower

FL WELLS **FLDGW4000008459**

Objectid:	8459	Fk station:	6026
Station na:	272323080205401	Station al:	Not Reported
Waterbody:	SURFICIAL AQUIFER SYSTEM	Resource t:	UNCONFINED AQUIFER
Lat dd:	27	Lat mm:	23
Lat ss:	23	Long dd:	80
Long mm:	20	Long ss:	54
Cmcd coord:	MMAP	Dcd datum:	NAD27
Well statu:	PRIVATE DRINKING WATER WELL	Well drill:	09-SEP-85
Well total:	52	Well casin:	42
Well scree:	42	Well scr 1:	52
Well cas 1:	2	Well cas 2:	GALVANIZED IRON OR GALVANIZED STEEL
Site id:	FLDGW4000008459		

6
SSE
1/8 - 1/4 Mile
Higher

FL WELLS **FLSO80000023559**

Permit no:	56-03348-W	App no:	140401-8
Actual per:	GP	Project na:	WINDING CREEK P O A
Lu code:	LAN	Acres serv:	.26
Id:	268065	Facinv typ:	WELL
Fac name:	WELL	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	2	Pump capac:	20
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	867089
Pump coo 1:	1109866	Well depth:	140
Cased dept:	120	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Priyantha Liyanage
Fee catego:	GP MIN	Site id:	FLSO80000023559

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

7
NNW
1/4 - 1/2 Mile
Higher

FL WELLS **FLSO80000011812**

Permit no:	56-02517-W	App no:	071113-8
Actual per:	GP	Project na:	FT. PIERCE CENTRAL HIGH SCHOOL
Lu code:	LAN	Acres serv:	12.98
Id:	219263	Facinv typ:	WELL
Fac name:	Well 2	Pumptype c:	SUB
Pump diame:	0	Cul diamet:	0
Well diame:	8	Pump capac:	130
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	865980
Pump coo 1:	1112586	Well depth:	80
Cased dept:	60	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Thushari Liyanage
Fee catego:	GP MIN	Site id:	FLSO80000011812

8
SSW
1/4 - 1/2 Mile
Higher

FL WELLS **FLSO80000000412**

Permit no:	56-02037-W	App no:	040810-12
Actual per:	GP	Project na:	OAK ALLEY
Lu code:	LAN	Acres serv:	3.06
Id:	157360	Facinv typ:	WELL
Fac name:	Well 1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	3	Pump capac:	80
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	865976
Pump coo 1:	1109218	Well depth:	90
Cased dept:	85	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Stephanie Newell
Fee catego:	GP MIN	Site id:	FLSO80000000412

B9
NE
1/4 - 1/2 Mile
Lower

FL WELLS **FLDGW4000008460**

Objectid:	8460	Fk station:	6027
Station na:	272330080204401	Station al:	Not Reported
Waterbody:	SURFICIAL AQUIFER SYSTEM	Resource t:	UNCONFINED AQUIFER
Lat dd:	27	Lat mm:	23
Lat ss:	30	Long dd:	80
Long mm:	20	Long ss:	44
Cmcd coord:	MMAP	Dcd datum:	NAD27
Well statu:	PRIVATE DRINKING WATER WELL	Well drill:	08-JAN-86
Well total:	43	Well casin:	33
Well scree:	33	Well scr 1:	43
Well cas 1:	2	Well cas 2:	PVC, BOND UNKNOWN
Site id:	FLDGW4000008460		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

B10
NE
1/4 - 1/2 Mile
Lower

FL WELLS **FLDGW4000008461**

Objectid:	8461	Fk station:	6027
Station na:	272330080204401	Station al:	Not Reported
Waterbody:	CONFINED AQUIFER	Resource t:	UNCONFINED AQUIFER
Lat dd:	27	Lat mm:	23
Lat ss:	30	Long dd:	80
Long mm:	20	Long ss:	44
Cmcd coord:	MMAP	Dcd datum:	NAD27
Well statu:	PRIVATE DRINKING WATER WELL	Well drill:	08-JAN-86
Well total:	43	Well casin:	33
Well scree:	33	Well scr 1:	43
Well cas 1:	2	Well cas 2:	PVC, BOND UNKNOWN
Site id:	FLDGW4000008461		

C11
WSW
1/4 - 1/2 Mile
Higher

FL WELLS **FLSA80000065006**

Fluwid:	AAG3457	Well type:	43
Status:	ACTIVE	Casing mat:	Not Reported
Longitude:	-80.35737	Latitude:	27.38689
Well depth:	60	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Not Reported
Name:	Not Reported	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	0
Gps date:	30-DEC-99	Loc method:	DGPS
Project id:	ANDREW	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	4286 CHRISTENSEN RD
Number:	4286	Predir:	Not Reported
Prefix:	Not Reported	Street:	CHRISTENSEN
Suffix:	RD	Postdir:	Not Reported
Zipcode:	34981	City:	FT. PIERCE
Loc id:	560388	Gps id:	560388
Wsrp id:	560010901	Action:	UNFILTERED
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000065006

C12
West
1/4 - 1/2 Mile
Higher

FL WELLS **FLSA80000065007**

Fluwid:	AAG3458	Well type:	43
Status:	ACTIVE	Casing mat:	Not Reported
Longitude:	-80.35798	Latitude:	27.38738

Well depth:	70	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Not Reported
Name:	Not Reported	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	0
Gps date:	30-DEC-99	Loc method:	DGPS
Project id:	ANDREW	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	4284 CHRISTENSEN RD
Number:	4284	Predir:	Not Reported
Prefix:	Not Reported	Street:	CHRISTENSEN
Suffix:	RD	Postdir:	Not Reported
Zipcode:	34981	City:	FT. PIERCE
Loc id:	560390	Gps id:	560390
Wsrp id:	560010801	Action:	UNFILTERED
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000065007

13
North
1/4 - 1/2 Mile
Lower

FL WELLS **FLSO80000002184**

Permit no:	56-01884-W	App no:	040901-14
Actual per:	GP	Project na:	RIVER OAKS
Lu code:	LAN	Acres serv:	16.15
Id:	153968	Facinv typ:	WELL
Fac name:	Well 1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	6	Pump capac:	150
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	866461
Pump coo 1:	1113322	Well depth:	120
Cased dept:	100	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Water Table Aquifer	Display na:	John Pfaff
Fee catego:	GP	Site id:	FLSO80000002184

14
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000019903**

Permit no:	56-03119-W	App no:	080814-13
Actual per:	GP	Project na:	FORT PIERCE MOSQUE
Lu code:	LAN	Acres serv:	1.31
Id:	258312	Facinv typ:	WELL
Fac name:	Well 1	Pumptype c:	SUB
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	100
Pump intak:	120	Pump int 1:	0
Invert ele:	0	Pump coord:	868880
Pump coo 1:	1113590	Well depth:	130
Cased dept:	100	Usests cod:	PRM

Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Morgan LeLay
Fee catego:	GP MIN	Site id:	FLSO80000019903

D15
ENE **FL WELLS** **FLSA80000021945**
1/2 - 1 Mile
Higher

Fluwid:	AAF4954	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.34144	Latitude:	27.39297
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	JASON CHILDS	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	-15.45
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3803 SUNRISE BLVD
Number:	3803	Predir:	Not Reported
Prefix:	Not Reported	Street:	SUNRISE
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	313280	Gps id:	313280
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021945

D16
ENE **FL WELLS** **FLSA80000021944**
1/2 - 1 Mile
Higher

Fluwid:	AAF4953	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.34081	Latitude:	27.39289
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	REGINA CHILDS	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	7
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3805 SUNRISE BLVD
Number:	3805	Predir:	Not Reported
Prefix:	Not Reported	Street:	SUNRISE
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE

Loc id:	313278	Gps id:	313278
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021944

17
East
1/2 - 1 Mile
Lower

FL WELLS **FLSA80000020075**

Fluwid:	AAF1247	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33861	Latitude:	27.38819
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	COMPLAINT	Sanit seal:	Raw
Name:	HOLDEN,MELANIE	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	25.01
Gps date:	29-JAN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	1404 PLATTS LANE
Number:	1404	Predir:	Not Reported
Prefix:	Not Reported	Street:	PLATTS LANE
Suffix:	Not Reported	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	309542	Gps id:	309542
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000020075

18
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000021943**

Fluwid:	AAF4952	Well type:	42
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.34042	Latitude:	27.39496
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	WHITE CITY CEMETERY	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	2.81
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3800 SUNRISE BLVD

Number:	3800	Predir:	Not Reported
Prefix:	Not Reported	Street:	SUNRISE
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	313276	Gps id:	313276
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021943

19
ESE **FL WELLS** **FLSA80000020081**
1/2 - 1 Mile
Lower

Fluwid:	AAF1253	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33896	Latitude:	27.38356
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	COMPLAINT	Sanit seal:	Raw
Name:	LEMAIRE	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	9.95
Gps date:	29-JAN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	4311 SUNRISE BLVD
Number:	4311	Predir:	Not Reported
Prefix:	Not Reported	Street:	SUNRISE
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	309554	Gps id:	309554
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000020081

E20
ESE **FL WELLS** **FLSA80000020080**
1/2 - 1 Mile
Lower

Fluwid:	AAF1252	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33828	Latitude:	27.38518
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	COMPLAINT	Sanit seal:	Raw
Name:	KAPPAR	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	9.17
Gps date:	29-JAN-01	Loc method:	DGPS

Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	4221 SUNRISE BLVD
Number:	4221	Predir:	Not Reported
Prefix:	Not Reported	Street:	SUNRISE
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	309552	Gps id:	309552
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000020080

F21
East
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000020076**

Fluwid:	AAF1248	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33772	Latitude:	27.3866
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	COMPLAINT	Sanit seal:	Raw
Name:	POUNDS,GENNIE	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	6.4
Gps date:	29-JAN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	4201 SUNRISE BLVD
Number:	4201	Predir:	Not Reported
Prefix:	Not Reported	Street:	SUNRISE
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	309544	Gps id:	309544
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000020076

G22
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000023892**

Fluwid:	AAF9221	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.34232	Latitude:	27.39756
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	PARKS	First name:	Not Reported

Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	10.24
Gps date:	14-JUN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3514 ROSELAWN BLVD
Number:	3514	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROSELAWN
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	317174	Gps id:	317174
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000023892

23
NNE
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000051853**

Permit no:	56-01876-W	App no:	040223-1
Actual per:	GP	Project na:	HORIZON COMMUNITY CHURCH
Lu code:	PWS	Acres serv:	1
Id:	147724	Facinv typ:	WELL
Fac name:	Well 1	Pumptype c:	JET
Pump diame:	0	Cul diamet:	0
Well diame:	2	Pump capac:	15
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	868688
Pump coo 1:	1114868	Well depth:	75
Cased dept:	65	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	PWS
Source nam:	Surficial Aquifer System	Display na:	Alex Glebocki
Fee catego:	GP MIN	Site id:	FLSO80000051853

H24
West
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000049679**

Permit no:	56-01793-W	App no:	030829-12
Actual per:	GP	Project na:	PRESTIGE CONCRETE BATCH PLANT AND MOE
Lu code:	IND	Acres serv:	7.15
Id:	140877	Facinv typ:	WELL
Fac name:	2	Pumptype c:	TUR
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	500
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	862369
Pump coo 1:	1111529	Well depth:	300
Cased dept:	300	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IND
Source nam:	Floridan Aquifer System	Display na:	Jeffery Scott
Fee catego:	GP MIN	Site id:	FLSO80000049679

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

G25
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000023893**

Fluwid:	AAF9222	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.34189	Latitude:	27.3977
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	CRANE RESIDENCE	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	3.72
Gps date:	14-JUN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3510 ROSELAWN BLVD
Number:	3510	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROSELAWN
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	317176	Gps id:	317176
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000023893

E26
ESE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000020079**

Fluwid:	AAF1251	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33748	Latitude:	27.38549
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	COMPLAINT	Sanit seal:	Raw
Name:	OOLEY,JERRY	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	3.23
Gps date:	29-JAN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	4220 SUNRISE BLVD
Number:	4220	Predir:	Not Reported
Prefix:	Not Reported	Street:	SUNRISE
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	309550	Gps id:	309550
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported

Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000020079

G27
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000023894**

Fluwid:	AAF9223	Well type:	43
Status:	ACTIVE	Casing mat:	PVC
Longitude:	-80.34232	Latitude:	27.39812
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	HARRY HARDMAN	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	7.63
Gps date:	14-JUN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3491 ROSELAWN BLVD
Number:	3491	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROSELAWN
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	317178	Gps id:	317178
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000023894

I28
East
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000021946**

Fluwid:	AAF4955	Well type:	42
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33716	Latitude:	27.39
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	JERRY FITZPATRICK	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	16.75
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	4006 SUNRISE BLVD
Number:	4006	Predir:	Not Reported
Prefix:	Not Reported	Street:	SUNRISE
Suffix:	BLVD	Postdir:	Not Reported

Zipcode:	34982	City:	FORT PIERCE
Loc id:	313282	Gps id:	313282
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021946

I29
East
1/2 - 1 Mile
Lower

FL WELLS **FLSA80000021922**

Fluwid:	AAF4931	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33695	Latitude:	27.38886
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	RILEY BARNES	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	10.9
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	4040 SUNRISE BLVD
Number:	4040	Predir:	Not Reported
Prefix:	Not Reported	Street:	SUNRISE
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	313234	Gps id:	313234
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021922

G30
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000023896**

Fluwid:	AAF9225	Well type:	43
Status:	ACTIVE	Casing mat:	PVC
Longitude:	-80.34243	Latitude:	27.39837
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	KAREN KUHNER	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	8.61
Gps date:	14-JUN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported

County:	ST. LUCIE	Address:	3485 ROSELAWN BLVD
Number:	3485	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROSELAWN
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	317182	Gps id:	317182
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000023896

31
SSE
1/2 - 1 Mile
Lower

FL WELLS **FLSO80000053793**

Permit no:	56-02178-W	App no:	060821-3
Actual per:	GP	Project na:	RIVER LANDING
Lu code:	LAN	Acres serv:	8.25
Id:	173778	Facinv typ:	PUMP
Fac name:	Pump 1	Pumptype c:	CEN
Pump diame:	4	Cul diamet:	0
Well diame:	0	Pump capac:	100
Pump intak:	0	Pump int 1:	-5
Invert ele:	0	Pump coord:	868500
Pump coo 1:	1106665	Well depth:	0
Cased dept:	0	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	On-site Lake(s)	Display na:	John Pfaff
Fee catego:	GP	Site id:	FLSO80000053793

H32
West
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000049680**

Permit no:	56-01793-W	App no:	030829-12
Actual per:	GP	Project na:	PRESTIGE CONCRETE BATCH PLANT AND MOE
Lu code:	IND	Acres serv:	7.15
Id:	140878	Facinv typ:	WELL
Fac name:	1	Pumptype c:	TUR
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	500
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	862238
Pump coo 1:	1111532	Well depth:	300
Cased dept:	300	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IND
Source nam:	Floridan Aquifer System	Display na:	Jeffery Scott
Fee catego:	GP MIN	Site id:	FLSO80000049680

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

J33
East
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000021959**

Fluwid:	AAF4968	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33682	Latitude:	27.38788
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	DAVIS RESIDENCE	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	-9.3
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	1201 ROYAL PALM BLVD
Number:	1201	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROYAL PALM
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	313308	Gps id:	313308
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021959

G34
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000023895**

Fluwid:	AAF9224	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.34189	Latitude:	27.39813
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	GLENN CRAINE	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	9.63
Gps date:	14-JUN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3506 ROSELAWN BLVD
Number:	3506	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROSELAWN
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	317180	Gps id:	317180
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported

Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000023895

J35
East
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000021958**

Fluwid:	AAF4967	Well type:	43
Status:	INACTIVE	Casing mat:	Galvanized
Longitude:	-80.33671	Latitude:	27.3879
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	WILLIAM DEWSON	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	-1.64
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	1203 ROYAL PALM BLVD
Number:	1203	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROYAL PALM
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	313306	Gps id:	313306
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021958

I36
East
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000017324**

Fluwid:	AAE6109	Well type:	43
Status:	ACTIVE	Casing mat:	PVC
Longitude:	-80.33688	Latitude:	27.39075
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	JUDY BIGLIN	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	6.46
Gps date:	25-SEP-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3950 SUNRISE AVE
Number:	3950	Predir:	Not Reported
Prefix:	Not Reported	Street:	SUNRISE
Suffix:	AVE	Postdir:	Not Reported

Zipcode:	34982	City:	FORT PIERCE
Loc id:	304044	Gps id:	304044
Wsrp id:	560014301	Action:	UNFILTERED
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000017324

F37
East
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000021955**

Fluwid:	AAF4964	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33668	Latitude:	27.38722
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	JUDITH DAVIS	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	16.17
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	1202 OAK AVE
Number:	1202	Predir:	Not Reported
Prefix:	Not Reported	Street:	OAK
Suffix:	AVE	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	313300	Gps id:	313300
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021955

K38
SW
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000050431**

Permit no:	56-01964-W	App no:	040519-3
Actual per:	GP		
Project na:	GLEN BLACKBURN TRUCKING INC D/B/A CARLTON PAVING		
Lu code:	IND	Acres serv:	9.18
Id:	153144	Facinv typ:	WELL
Fac name:	Well 1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	2	Pump capac:	13
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	863354
Pump coo 1:	1107759	Well depth:	70
Cased dept:	0	Usests cod:	PROD
Facwlsts c:	E	Factypwu c:	PWS
Source nam:	Surficial Aquifer System	Display na:	Alex Glebocki

Fee catego:	GP MIN	Site id:	FLSO80000050431

K39
SW
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000050432**

Permit no:	56-01964-W	App no:	040519-3
Actual per:	GP		
Project na:	GLEN BLACKBURN TRUCKING INC D/B/A CARLTON PAVING		
Lu code:	IND	Acres serv:	9.18
Id:	153144	Facinv typ:	WELL
Fac name:	Well 1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	2	Pump capac:	13
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	863354
Pump coo 1:	1107759	Well depth:	70
Cased dept:	0	Usests cod:	PROD
Facwlsts c:	E	Factypwu c:	IND
Source nam:	Surficial Aquifer System	Display na:	Alex Glebocki
Fee catego:	GP MIN	Site id:	FLSO80000050432

G40
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000023897**

Fluwid:	AAF9226	Well type:	43
Status:	ACTIVE	Casing mat:	PVC
Longitude:	-80.34231	Latitude:	27.39864
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	MS RAY	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	6.81
Gps date:	14-JUN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3471 ROSELAWN BLVD
Number:	3471	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROSELAWN
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	317184	Gps id:	317184
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000023897

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

L41
NW
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000049850**

Permit no:	56-01347-W	App no:	040813-24
Actual per:	GP	Project na:	CARGILL JUICE NORTH AMERICA
Lu code:	IND	Acres serv:	251
Id:	27141	Facinv typ:	WELL
Fac name:	5	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	6	Pump capac:	40
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	863153
Pump coo 1:	1113869	Well depth:	200
Cased dept:	50	Usests cod:	SEC
Facwlsts c:	E	Factypwu c:	IND
Source nam:	Surficial Aquifer System	Display na:	John Pfaff
Fee catego:	GP	Site id:	FLSO80000049850

F42
East
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000021953**

Fluwid:	AAF4962	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33668	Latitude:	27.38651
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	ELLEN DENMARK	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	8.14
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	1203 OAK AVE
Number:	1203	Predir:	Not Reported
Prefix:	Not Reported	Street:	OAK
Suffix:	AVE	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	313296	Gps id:	313296
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021953

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

L43
NW
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000049849**

Permit no:	56-01347-W	App no:	040813-24
Actual per:	GP	Project na:	CARGILL JUICE NORTH AMERICA
Lu code:	IND	Acres serv:	251
Id:	27140	Facinv typ:	WELL
Fac name:	4	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	6	Pump capac:	10
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	863242
Pump coo 1:	1114011	Well depth:	200
Cased dept:	50	Usests cod:	SEC
Facwlsts c:	E	Factypwu c:	IND
Source nam:	Surficial Aquifer System	Display na:	John Pfaff
Fee catego:	GP	Site id:	FLSO80000049849

F44
East
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000021954**

Fluwid:	AAF4963	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33648	Latitude:	27.38665
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	JOSE GONZALEZ	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	7.27
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	1201 OAK AVE
Number:	1201	Predir:	Not Reported
Prefix:	Not Reported	Street:	OAK
Suffix:	AVE	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	313298	Gps id:	313298
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021954

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

M45
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000023898**

Fluwid:	AAF9227	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.34233	Latitude:	27.39911
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	JOYCE WILSON	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	3.21
Gps date:	14-JUN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3411 ROSELAWN BLVD
Number:	3411	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROSELAWN
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	317186	Gps id:	317186
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000023898

L46
NW
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000049848**

Permit no:	56-01347-W	App no:	040813-24
Actual per:	GP	Project na:	CARGILL JUICE NORTH AMERICA
Lu code:	IND	Acres serv:	251
Id:	27139	Facinv typ:	WELL
Fac name:	3	Pumptype c:	SUB
Pump diame:	0	Cul diamet:	0
Well diame:	6	Pump capac:	55
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	863293
Pump coo 1:	1114209	Well depth:	200
Cased dept:	50	Usests cod:	SEC
Facwlsts c:	E	Factypwu c:	IND
Source nam:	Surficial Aquifer System	Display na:	John Pfaff
Fee catego:	GP	Site id:	FLSO80000049848

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

J47
East
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000021957**

Fluwid:	AAF4966	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33617	Latitude:	27.38787
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	GAIL GODWIN	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	-3.81
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	4100 SUNRISE BLVD
Number:	4100	Predir:	Not Reported
Prefix:	Not Reported	Street:	SUNRISE
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	313304	Gps id:	313304
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021957

J48
East
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000021956**

Fluwid:	AAF4965	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.33618	Latitude:	27.38719
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	BARRY SMITH	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	6.87
Gps date:	23-MAR-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	1200 OAK AVE
Number:	1200	Predir:	Not Reported
Prefix:	Not Reported	Street:	OAK
Suffix:	AVE	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	313302	Gps id:	313302
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported

Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000021956

49
West
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000037089**

Permit no:	56-00815-W	App no:	X000013040
Actual per:	GP		
Project na:	THERMAL PROCESSING FACILITY-MEDICAL WASTE INCINERATOR		
Lu code:	PWS	Acres serv:	1.7
Id:	19567	Facinv typ:	WELL
Fac name:	WELL	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	2	Pump capac:	30
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	862006
Pump coo 1:	1110156	Well depth:	70
Cased dept:	63	Usests cod:	PRM
Facwlsts c:	E	Factypwu c:	PWS
Source nam:	Surficial Aquifer System	Display na:	Anne Roth
Fee catego:	GP	Site id:	FLSO80000037089

M50
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000023901**

Fluwid:	AAF9230	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.34187	Latitude:	27.39898
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	SHIRLEY OPALEWSKI	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	7.01
Gps date:	14-JUN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3440 ROSELAWN BLVD
Number:	3440	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROSELAWN
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	317192	Gps id:	317192
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000023901

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

M51
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000023899**

Fluwid:	AAF9228	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.3421	Latitude:	27.39914
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	MS STOKES	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	2.05
Gps date:	14-JUN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3410 ROSELAWN BLVD
Number:	3410	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROSELAWN
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	317188	Gps id:	317188
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000023899

M52
NE
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000023900**

Fluwid:	AAF9229	Well type:	43
Status:	ACTIVE	Casing mat:	Galvanized
Longitude:	-80.34198	Latitude:	27.39921
Well depth:	0	Length:	0
Diameter:	2	Permit num:	Not Reported
Comment:	Not Reported	Sanit seal:	Yes
Name:	JOSEPH BAUER	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	3.29
Gps date:	14-JUN-01	Loc method:	DGPS
Project id:	SUPER	Insp fname:	Not Reported
Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3436 ROSELAWN BLVD
Number:	3436	Predir:	Not Reported
Prefix:	Not Reported	Street:	ROSELAWN
Suffix:	BLVD	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	317190	Gps id:	317190
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported

Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000023900

N53
SSW
1/2 - 1 Mile
Higher

FED USGS **USGS40000241085**

Organization ID:	USGS-FL	Organization Name:	USGS Florida Water Science Center
Monitor Location:	STL- 268	Type:	Well
Description:	Not Reported	HUC:	03090202
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Surficial aquifer system	Formation Type:	Sand Aquifer
Aquifer Type:	Unconfined single aquifer	Construction Date:	19890406
Well Depth:	22	Well Depth Units:	ft
Well Hole Depth:	22	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	2	Level reading date:	1992-04-30
Feet below surface:	Not Reported	Feet to sea level:	8.45
Note:	Not Reported		

Level reading date:	1991-05-08	Feet below surface:	Not Reported
Feet to sea level:	10.61	Note:	Not Reported

N54
SSW
1/2 - 1 Mile
Higher

FED USGS **USGS40000241084**

Organization ID:	USGS-FL	Organization Name:	USGS Florida Water Science Center
Monitor Location:	STL- 300	Type:	Well
Description:	Not Reported	HUC:	03090202
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19890206
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	Not Reported	Well Hole Depth Units:	Not Reported

---

O55
South
1/2 - 1 Mile
Lower

FL WELLS **FLSO80000055336**

Permit no:	56-00860-W	App no:	091204-3
Actual per:	GP	Project na:	CHEVRON AT MIDWAY COMMONS
Lu code:	LAN	Acres serv:	1.5
Id:	8693	Facinv typ:	WELL
Fac name:	1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	20
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	866739
Pump coo 1:	1105963	Well depth:	100

Cased dept:	60	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	PWS
Source nam:	Surficial Aquifer System	Display na:	Lisa J. Ullman, P.G.
Fee catego:	GP MIN	Site id:	FLSO80000055336

O56
South
1/2 - 1 Mile
Lower

FL WELLS **FLSO80000055337**

Permit no:	56-00860-W	App no:	091204-3
Actual per:	GP	Project na:	CHEVRON AT MIDWAY COMMONS
Lu code:	LAN	Acres serv:	1.5
Id:	8693	Facinv typ:	WELL
Fac name:	1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	20
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	866739
Pump coo 1:	1105963	Well depth:	100
Cased dept:	60	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Lisa J. Ullman, P.G.
Fee catego:	GP MIN	Site id:	FLSO80000055337

O57
South
1/2 - 1 Mile
Lower

FL WELLS **FLSO80000055338**

Permit no:	56-00860-W	App no:	091204-3
Actual per:	GP	Project na:	CHEVRON AT MIDWAY COMMONS
Lu code:	LAN	Acres serv:	1.5
Id:	8693	Facinv typ:	WELL
Fac name:	1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	20
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	866739
Pump coo 1:	1105963	Well depth:	100
Cased dept:	60	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IND
Source nam:	Surficial Aquifer System	Display na:	Lisa J. Ullman, P.G.
Fee catego:	GP MIN	Site id:	FLSO80000055338

O58
South
1/2 - 1 Mile
Lower

FL WELLS **FLSO80000055333**

Permit no:	56-00860-W	App no:	091204-3
Actual per:	GP	Project na:	CHEVRON AT MIDWAY COMMONS
Lu code:	LAN	Acres serv:	1.5
Id:	8690	Facinv typ:	WELL
Fac name:	2	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	30
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	866829

Pump coo 1:	1105959	Well depth:	100
Cased dept:	60	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	PWS
Source nam:	Surficial Aquifer System	Display na:	Lisa J. Ullman, P.G.
Fee catego:	GP MIN	Site id:	FLSO80000055333

O59
South
1/2 - 1 Mile
Lower

FL WELLS **FLSO80000055334**

Permit no:	56-00860-W	App no:	091204-3
Actual per:	GP	Project na:	CHEVRON AT MIDWAY COMMONS
Lu code:	LAN	Acres serv:	1.5
Id:	8690	Facinv typ:	WELL
Fac name:	2	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	30
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	866829
Pump coo 1:	1105959	Well depth:	100
Cased dept:	60	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Lisa J. Ullman, P.G.
Fee catego:	GP MIN	Site id:	FLSO80000055334

O60
South
1/2 - 1 Mile
Lower

FL WELLS **FLSO80000055335**

Permit no:	56-00860-W	App no:	091204-3
Actual per:	GP	Project na:	CHEVRON AT MIDWAY COMMONS
Lu code:	LAN	Acres serv:	1.5
Id:	8690	Facinv typ:	WELL
Fac name:	2	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	30
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	866829
Pump coo 1:	1105959	Well depth:	100
Cased dept:	60	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IND
Source nam:	Surficial Aquifer System	Display na:	Lisa J. Ullman, P.G.
Fee catego:	GP MIN	Site id:	FLSO80000055335

61
SW
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000001280**

Permit no:	56-02054-W	App no:	040521-9
Actual per:	GP	Project na:	LARRY E GRUWELL
Lu code:	LIV	Acres serv:	7.5
Id:	157917	Facinv typ:	WELL
Fac name:	Well 1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	4	Pump capac:	60
Pump intak:	0	Pump int 1:	0

Invert ele:	0	Pump coord:	863651
Pump coo 1:	1107044	Well depth:	60
Cased dept:	0	Usests cod:	STD
Facwlsts c:	E	Factypwu c:	LIV
Source nam:	Surficial Aquifer System	Display na:	Paulette M. Glebocki, P.G.
Fee catego:	GP MIN	Site id:	FLSO80000001280

P62
NW
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000050036**

Permit no:	56-01347-W	App no:	040813-24
Actual per:	GP	Project na:	CARGILL JUICE NORTH AMERICA
Lu code:	IND	Acres serv:	251
Id:	27138	Facinv typ:	WELL
Fac name:	2	Pumptype c:	SUB
Pump diame:	0	Cul diamet:	0
Well diame:	6	Pump capac:	55
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	863048
Pump coo 1:	1114351	Well depth:	200
Cased dept:	50	Usests cod:	PRM
Facwlsts c:	E	Factypwu c:	IND
Source nam:	Surficial Aquifer System	Display na:	John Pfaff
Fee catego:	GP	Site id:	FLSO80000050036

63
SSW
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000071405**

Fluwid:	AAG3475	Well type:	43
Status:	ACTIVE	Casing mat:	PVC
Longitude:	-80.3544	Latitude:	27.37478
Well depth:	98	Length:	0
Diameter:	2	Permit num:	59-14155
Comment:	Not Reported	Sanit seal:	Yes
Name:	COBB	First name:	THOMAS
Last name:	COBB	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	Not Reported	Hae:	-35.59
Gps date:	15-MAR-06	Loc method:	DGPS
Project id:	SUPER	Insp fname:	RYAN
Insp lname:	FRASIER	Insp chd:	ST. LUCIE
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	4961 JORGENSEN RD
Number:	4961	Predir:	Not Reported
Prefix:	Not Reported	Street:	JORGENSEN
Suffix:	RD	Postdir:	Not Reported
Zipcode:	34981	City:	FORT PIERCE
Loc id:	768042	Gps id:	768042
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	OWNER
Other id:	Not Reported	Software:	Well_Solo_v2
Streetside:	Yes	Agency:	DOH
Parcel id:	Not Reported	Pws design:	0
Pws verify:	0	Site id:	FLSA80000071405

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

64
West
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000037896**

Permit no:	56-00805-W	App no:	890517-6
Actual per:	GP	Project na:	HIGH TIDE SALES
Lu code:	PWS	Acres serv:	.1
Id:	7924	Facinv typ:	WELL
Fac name:	1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	2	Pump capac:	10
Pump intak:	80	Pump int 1:	0
Invert ele:	0	Pump coord:	861752
Pump coo 1:	1111682	Well depth:	90
Cased dept:	80	Usests cod:	STD
Facwlsts c:	P	Factypwu c:	PWS
Source nam:	Surficial Aquifer System	Display na:	Ann Marie Superchi
Fee catego:	GP	Site id:	FLSO80000037896

Q65
ENE
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000051360**

Permit no:	56-02133-W	App no:	041209-12
Actual per:	GP	Project na:	BILTMORE COMMERCIAL PARK
Lu code:	LAN	Acres serv:	1.5
Id:	165217	Facinv typ:	WELL
Fac name:	Well 1	Pumptype c:	JET
Pump diame:	0	Cul diamet:	0
Well diame:	2	Pump capac:	22
Pump intak:	47	Pump int 1:	0
Invert ele:	0	Pump coord:	871705
Pump coo 1:	1112203	Well depth:	63
Cased dept:	47	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Nikki Carlson
Fee catego:	GP MIN	Site id:	FLSO80000051360

P66
NW
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000049847**

Permit no:	56-01347-W	App no:	040813-24
Actual per:	GP	Project na:	CARGILL JUICE NORTH AMERICA
Lu code:	IND	Acres serv:	251
Id:	27137	Facinv typ:	WELL
Fac name:	1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	6	Pump capac:	25
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	863066
Pump coo 1:	1114469	Well depth:	200
Cased dept:	50	Usests cod:	PRM
Facwlsts c:	E	Factypwu c:	IND
Source nam:	Surficial Aquifer System	Display na:	John Pfaff

Fee catego:	GP	Site id:	FLSO80000049847

Q67
ENE
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000003042**

Permit no:	56-02031-W	App no:	040503-5
Actual per:	GP	Project na:	JFK LAND CORPORATION
Lu code:	LAN	Acres serv:	.97
Id:	156777	Facinv typ:	WELL
Fac name:	Well 1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	2	Pump capac:	34
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	871733
Pump coo 1:	1112346	Well depth:	90
Cased dept:	75	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Kendra Miller
Fee catego:	GP MIN	Site id:	FLSO80000003042

68
WSW
1/2 - 1 Mile
Higher

FL WELLS **FLSO80000044167**

Permit no:	56-03111-W	App no:	101018-44
Actual per:	GP	Project na:	DOGS AND CATS FOREVER SELVITZ
Lu code:	LAN	Acres serv:	2
Id:	257964	Facinv typ:	WELL
Fac name:	Well 1	Pumptype c:	CEN
Pump diame:	0	Cul diamet:	0
Well diame:	2	Pump capac:	25
Pump intak:	0	Pump int 1:	0
Invert ele:	0	Pump coord:	861927
Pump coo 1:	1108947	Well depth:	90
Cased dept:	80	Usests cod:	PRM
Facwlsts c:	P	Factypwu c:	IRR
Source nam:	Surficial Aquifer System	Display na:	Nancy Demonstranti, P.G.
Fee catego:	GP MIN	Site id:	FLSO80000044167

69
North
1/2 - 1 Mile
Higher

FL WELLS **FLSA80000003684**

Fluwid:	AAH8267	Well type:	45
Status:	ACTIVE	Casing mat:	Not Reported
Longitude:	-80.34799	Latitude:	27.40257
Well depth:	0	Length:	0
Diameter:	Not Reported	Permit num:	4565032
Comment:	DATUM 84	Sanit seal:	Not Reported
Name:	TEACHER'S PLACE, THE	First name:	Not Reported
Last name:	Not Reported	Phone:	Not Reported
Phone ext:	Not Reported	Lg pws:	0
Datum:	WS1984	Hae:	0
Gps date:	30-JAN-03	Loc method:	DGPS
Project id:	DEP	Insp fname:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Insp lname:	Not Reported	Insp chd:	Not Reported
Req numb:	Not Reported	Property i:	Not Reported
County:	ST. LUCIE	Address:	3366 S 25TH ST
Number:	3366	Predir:	S
Prefix:	Not Reported	Street:	25TH
Suffix:	ST	Postdir:	Not Reported
Zipcode:	34982	City:	FORT PIERCE
Loc id:	155434	Gps id:	155434
Wsrp id:	Not Reported	Action:	Not Reported
Port stat:	POTABLE	Res type:	Not Reported
Other id:	Not Reported	Software:	Not Reported
Streetside:	Not Reported	Agency:	Not Reported
Parcel id:	Not Reported	Pws design:	1940
Pws verify:	0	Site id:	FLSA80000003684

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON

AREA RADON INFORMATION

State Database: FL Radon

Radon Test Results

Zip	Total Buildings	% of sites>4pCi/L	Data Source
34981	2	0.0	Certified Residential Database
34981	2	0.0	Mandatory Non-Residential Database
34981	5	0.0	Mandatory Residential Database

Federal EPA Radon Zone for ST LUCIE County: 3

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Not Reported

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory
Source: Department of Environmental Protection
Telephone: 850-245-8238

HYDROGEOLOGIC INFORMATION

AQUIFLOW^{R} Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit
Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

DEP GWIS - Generalized Water Information System Well Data
Source: Department of Environmental Protection
Telephone: 850-245-8507
Data collected for the Watershed Monitoring Section of the Department of Environmental Protection.

DOH and DEP Historic Study of Private Wells
Source: Department of Environmental Protection
Telephone: 850-559-0901
Historic database for private supply wells.

Well Construction Permitting Database
Source: Northwest Florida Water Management District
Telephone: 850-539-5999

Consumptive Use Permit Well Database
Source: St. Johns River Water Management District
Telephone: 386-329-4841

Permitted Well Location Database
Source: South Florida Water Management District
Telephone: 561-682-6877

Super Act Program Well Data
This table consists of data relating to all privately and publicly owned potable wells investigated as part of the SUPER Act program. The Florida Department of Health's SUPER Act Program (per Chapter 376.3071(4)(g), Florida Statutes), was given authority to provide field and laboratory services, toxicological risk assessments, investigations of drinking water contamination complaints and education of the public
Source: Department of Health
Telephone: 850-245-4250

Water Well Location Information
Source: Suwannee River Water Management District
Telephone: 386-796-7211

PHYSICAL SETTING SOURCE RECORDS SEARCHED

Water Well Permit Database
Source: Southwest Water Management District
Telephone: 352-796-7211

OTHER STATE DATABASE INFORMATION

Florida Sinkholes
Source: Department of Environmental Protection, Geological Survey
The sinkhole data was gathered by the Florida Sinkhole Research Institute, University of Florida.

Oil and Gas Permit Database
Source: Department of Environmental Protection
Telephone: 850-245-3194
Locations of all permitted wells in the state of Florida.

RADON

State Database: FL Radon
Source: Department of Health
Telephone: 850-245-4288
Zip Code Based Radon Data

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

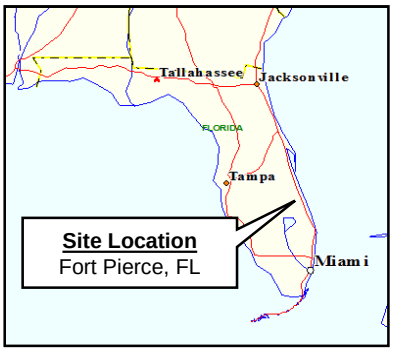
Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

STREET AND ADDRESS INFORMATION

© 2015 TomTom North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

APPENDIX D

Historical Topographic Maps



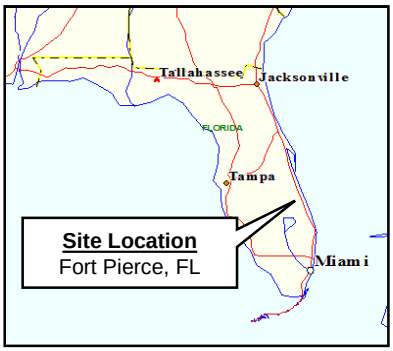
TOPOGRAPHIC MAP 1970

1.4-Acre Vacant Property

4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



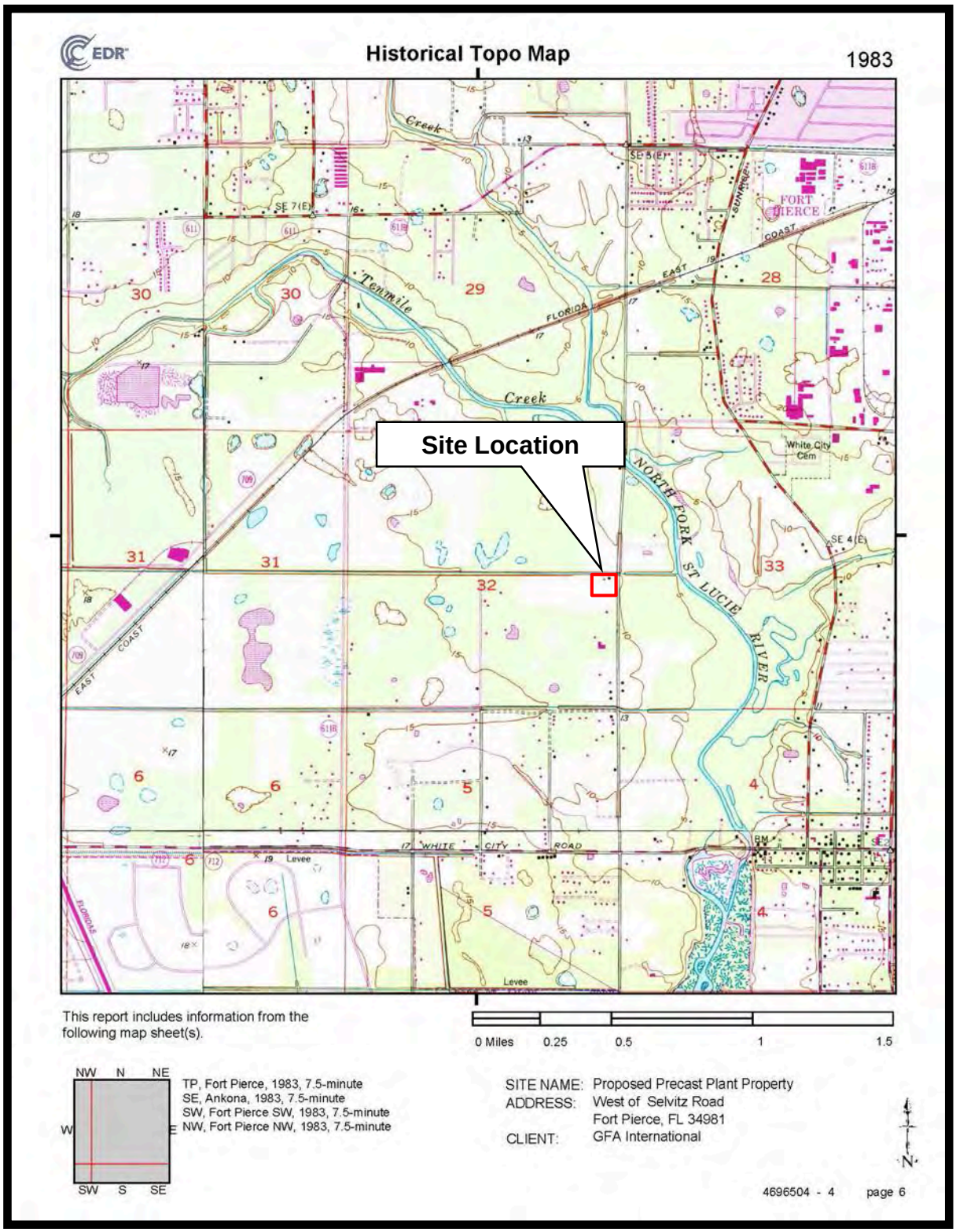


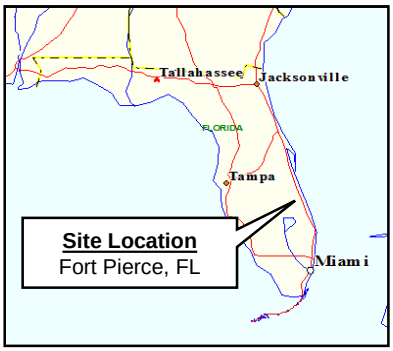
TOPOGRAPHIC MAP 1983

1.4-Acre Vacant Property

4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W - E
S



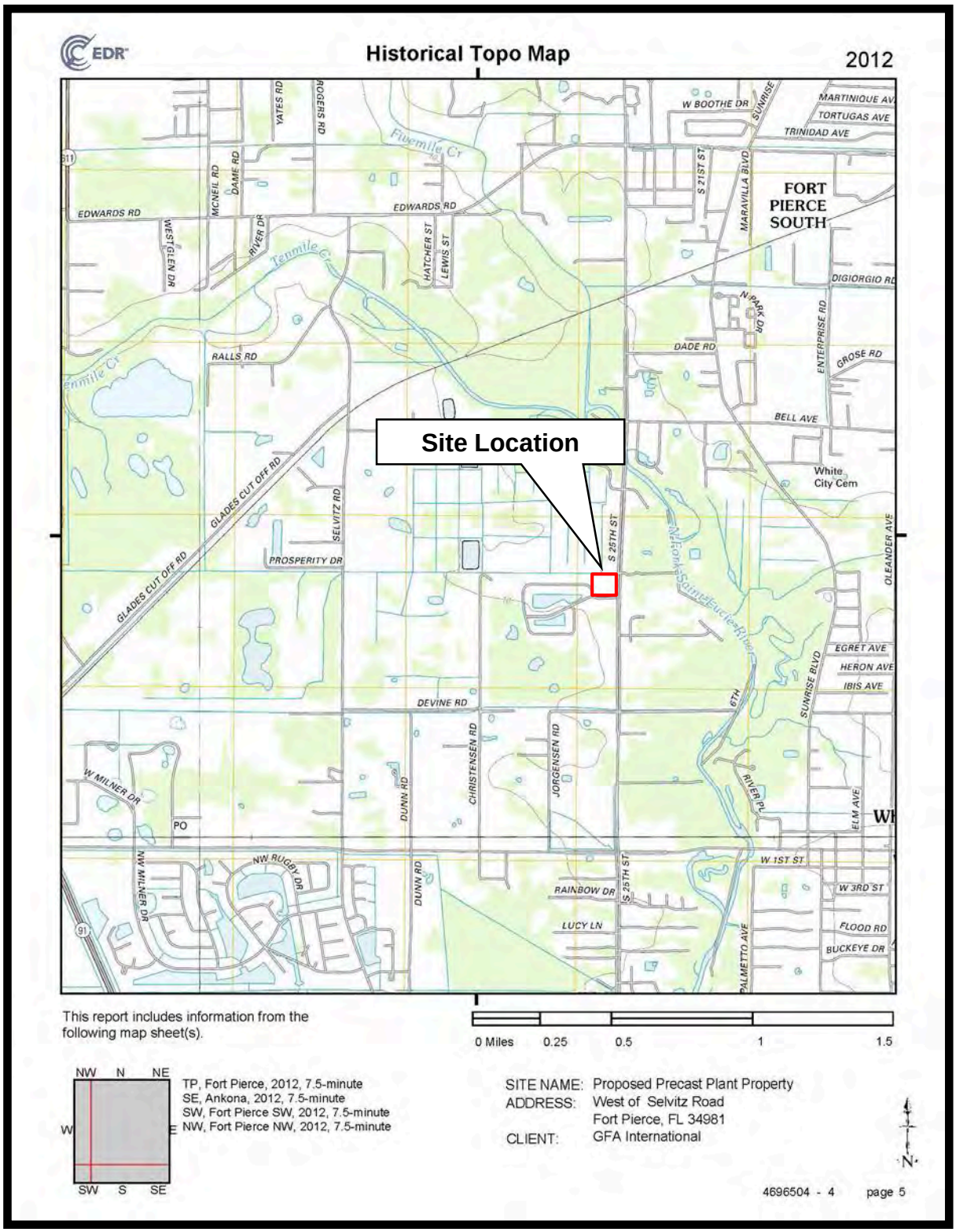


TOPOGRAPHIC MAP 2012

1.4-Acre Vacant Property

4201 South 25th Street
Fort Pierce St. Lucie County, Florida 34981

N
W E
S



APPENDIX E

Site Reconnaissance Photographs

SITE RECONNAISSANCE PHOTOGRAPHS
1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce, St. Lucie County, Florida
August 17, 2018



1. West View: Subject Property



2. South View: Subject Property along South 25th Street

SITE RECONNAISSANCE PHOTOGRAPHS
1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce, St. Lucie County, Florida
August 17, 2018



3. West View: One of Several Discarded Debris/Trash Piles on the Subject Property



4. Northeast View: Discarded Debris/Trash Pile on the Subject Property

SITE RECONNAISSANCE PHOTOGRAPHS
1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce, St. Lucie County, Florida
August 17, 2018



5. East View: Five-Gallon Bucket with Lid Labeled "Bulls Eye Primer and Sealer" on the Subject Property. The Bucket was Observed to be filled with Liquid.



6. North View: Broken Concrete, Cinder Blocks, and Trash near West Boundary of the Subject Property

SITE RECONNAISSANCE PHOTOGRAPHS
1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce, St. Lucie County, Florida
August 17, 2018



7. South View: Broken Concrete, Cinder Blocks, and Trash near West Boundary of the Subject Property



8. Southeast View:: Two 1-Gallon Paint Cans on the Subject Property. Cured Paint was Observed on the Ground Surface Adjacent to one of the Paint Cans

SITE RECONNAISSANCE PHOTOGRAPHS
1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce, St. Lucie County, Florida
August 17, 2018



9. Northeast View: Discarded Debris/Trash Pile on the Subject Property



10. North View: Discarded Water Filtration Cannister on the Subject Property

SITE RECONNAISSANCE PHOTOGRAPHS
1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce, St. Lucie County, Florida
August 17, 2018



11. Southeast View: Partially-Buried, Open-Top HDPE 55-gallon Drum Observed on the Subject Property



12. Southwest View: Discarded Open-Top, Cutoff HDPE 55-Gallon Drum Observed to Contain Trash and Broken Aquarium Glass

SITE RECONNAISSANCE PHOTOGRAPHS
1.4-Acre Vacant Property
4201 South 25th Street
Fort Pierce, St. Lucie County, Florida
August 17, 2018



13. Northeast View: Discarded Debris/Trash Pile on the Subject Property



14. South View: Discarded Tires near the Southeast Corner of the Subject Property

APPENDIX F

Qualifications of Individuals

Robert P. Crowell, P.G.

Environmental Department Manager, Port St. Lucie office

Mr. Crowell has over 30 years of experience in environmental consulting. He has led and served as project manager for hundreds of environmental assessment and remediation projects. Mr. Crowell has performed Environmental Site Assessments (ESAs) in Florida, Georgia, Mississippi, Louisiana, California, Minnesota, Pennsylvania, West Virginia, South Carolina, and the U.S. Virgin Islands.

Education

- Bachelor of Science (B.S.) Geology, 1984, University of South Florida, Tampa, Florida

Experience

- GFA International, Inc. Port St. Lucie, FL, 2016-Present
- ARCADIS U.S., Inc. (previously Geraghty & Miller, Inc.), West Palm Beach, FL, 1991-2015.
- Roux Associates, Inc., Huntington, NY 1984-1991.

Licenses

- Professional Geologist (P.G.) , Florida (#1748) and Kentucky (#1215)
- AHERA Licensed Asbestos in Buildings Inspector
- OSHA HAZWOPER 40-Hour and Annual 8-Hour Refresher
- OSHA HAZWOPER Supervisor
- Transportation Worker Identification Credential (TWIC)

Key Project Experience:

- Served as lead Environmental Professional (EP) and Project Manager for Phase I and Phase II ESAs in accordance with ASTM E-1527 and All Appropriate Inquiry (AAI) for over four hundred (400) property transfers. Sites have included large and small manufacturing facilities, newspaper and other printing plants, citrus groves, agricultural land, oil and gas pipeline facilities, undeveloped land, automobile dealership and automotive repair facilities, airport facilities, aircraft manufacturing and aerospace facilities, marinas and boat dealerships, residential apartment and condominium complexes, commercial office buildings, medical facilities, nursing home and assisted living facilities, shopping centers, dry cleaning facilities, power generation facilities, agricultural research facilities, mining facilities, self-storage facilities, port and other maritime industry facilities, renewable energy (wind and solar) facilities, waste treatment facilities, railroad facilities, a 107-acre former County correctional facility (closed prison) and right of ways for roadway expansion. Many of the assessments were performed as part of a “portfolio” of multiple properties included in a single transaction.

- Served as Project Manager for an Underground Storage Tank (UST) Closure Assessment forremoval of two 10,000-gallon USTs at a former citrus grove in St. Lucie County, Florida in February 2016. The project consisted of field-screening of 53 soil samples for volatile organic vapors, collection and analysis of confirmatory soil samples, installation of a monitoring well and collection and collection of a groundwater sample. Mr. Crowell was involved with all aspects of the project and prepared a Tank Closure Assessment

Report, which was submitted to the Florida Department of Environmental Protection. The site achieved "No Further Action" status.

- Served as Project Manager and lead assessor for the investigation and remediation of a toluene release at a manufacturing facility in Pompano Beach, Florida. The assessment required the installation of multiple depth clustered monitoring wells for determination of the horizontal and vertical extent of groundwater impacts. A recovery well was utilized for contaminant extraction and the facility's existing air-stripping system (for its process water) was utilized for treatment of recovered groundwater. Use of the existing air-striping system resulted in significant cost savings to the Client. Coinciding with plant closing, the three toluene underground storage tanks and impacted soils in the vicinity of the tanks were excavated and removed. Hot-spot removal of groundwater using a series vacuum extraction events at one location was performed. The site achieved "No Further Action" status in following Post Active Remediation Monitoring (PARM). The monitor and recovery wells were properly abandoned.

- Served as Task Manager for the Contamination Evaluation and Screening (CSE) portion of a Project Development and Environmental (PD&E) study of the intersection of 20th Street (State Road 60) amd 43rd Avenue (County Road 611) in Vero Beach, Indian River County, Florida. The CSE evaluated every property within the proposed right of way expansion and assigned a risk ranking value to each property for its potential for contamination. The CSE was incorporated into a PD&E report which evaluated many components of the right of way improvements.

- Served as Project Manager and lead assessor for investigation and remediation of lead impacts to soil and groundwater at a former battery manufacturing facility in West Palm Beach, Florida. Remediation efforts included soil excavation and groundwater extraction-and-treatment from "hot spots". Groundwater monitoring showed that lead concentrations had stabilized and the plume had been reduced in size. A risk-based closure (No Further Action with Controls) was approved by the FDEP.

- Served as Project Manager performing contamination assessment activities for arsenic impacts to soil and groundwater at a golf course maintenance facilityin Palm Beach Gardens, Florida. Soils in the vicinity of a former washdown area were excavated and removed as part of the source removal. Groundwater monitoring showed that arsenic concentrations had stabilized and the plume had been reduced in size. A risk-based closure (No Further Action with Controls) was approved by the FDEP.

- Performed AHERA-compliant asbestos in buildings surveys at numerous sites in Florida.

- Served as Project Manager for a Site Inspection (SI) including soil and groundwater sampling of a former small-arms firing range at a former U.S. Army base in Hobe Sound, Florida. The project was completed under Formerly-Used Defense Site (FUDS) program. The project included preparing a Work Plan, Quality Assurance Plan, and Health and Safety Plan, conducting Technical Project Plan (TPP) meetings with project stakeholders, and preparing the SI report. The project was designed to utilize X-Ray Fluorescence (XRF) technology which allowed for evaluation of lead in soil samples with a sizable reduction of cost for laboratory analysis.

- Served as Project Manager for preparation and implementation of a Dewatering Plan for 100 feet of petroleum pipeline replacement in Port Everglades, Florida. The dewatering activities lasted for 24 days. A total of 589,602 gallons of water was removed for treatment and recycling. Prepared a technical report documenting the pipeline replacement and dewatering. The dewatering plan and technical reports were approved by the South Florida Water Management District and the Broward County Environmental Protection and Growth Management Department.

- Served as Project Manager for assessment and remediation of petroleum impacts at a former 4,000-acre agricultural property in St. Lucie County containing citrus groves. The initial assessment began as a Phase I and II ESA. Several Recognized Environmental Conditions (RECs) were identified and assessed as part of the Phase II ESA. Impacts to soil and groundwater were identified adjacent to two underground fuel tanks at the grove maintenance area. Served as Project Manager for implementation of a Tank Closure Assessment and a Site Assessment. The remediation was achieved by source removal/soil excavation and Post Active Remediation Monitoring (PARM). The site achieved "No Further Action" status following PARM.

- Served as Project Manager for assessment and remediation of petroleum and arsenic impacts at a former agricultural property. The initial assessment began as a Phase I and II ESA of a ±300-acre agricultural parcel for future residential development. Four separate impacted areas (three by petroleum in areas of former USTs and ASTs) and one by arsenic in the area of the former farm operations were identified. The three petroleum areas were remediated using source removal and monitoring. Each of these three areas achieved "No Further Action" status. The arsenic-impacted area was remediated by extraction of groundwater through a series of dewatering socks and soil excavation. Mr. Crowell was involved with preparation of the Dewatering Plan and permit approval, and negotiating with Palm Beach County Utilities Department for acceptance of the removed groundwater. The site achieved "No Further Action" status following PARM. The monitor wells were properly abandoned. The site has been redeveloped for residential use.

- Served as Project Manager for assessment and remediation for two separate petroleum releases at a mushroom growing facility in Zellwood, Orange County, Florida. The remediation systems for both areas consist of multi-phase extraction from recovery wells. The treated groundwater is discharged to separate on-site infiltration galleries. One of the releases was eligible for funding under the State Petroleum Cleanup Program. The second release was not eligible. Site work for both areas was scheduled to be performed during single mobilizations for cost saving purposes.

- Served as Project Manager for more than 80 wind energy projects in various states. Projects included due diligence assessments, wind farm site location, permitting, and construction. Responsibilities included conducting Phase I and II ESAs, coordinating with the Program Manager, tracking budgets, reviewing and approving client invoices.

- Served as Project Manager for closure assessment and removal of a 12,000-gallon aboveground kerosene tank and more than 4,000 linear feet of underground pipeline at

a former landscape nursery facility in Palm Beach County, Florida. The AST and underground pipeline provided fuel to heaters in numerous shadehouses located throughout the property. The assessment was designed to test soil at every location where the 20-foot lengths of pipeline connected, at every "T" or "L" connector, and every stub-up to a heater. Source removal activities were completed at each location where impacted soil was identified.

Tiffany Rink
Mark Nicholas
701 Hidden River Drive
Port St. Lucie, FL. 34983

Re: Conditional Use with New Construction – The Manor Assisted Living Facility – 4201 S. 25th Street

Dear Ms. Rink and Mr. Nicholas,

The following are comments from the Planning Department's review of the application for a Conditional Use with New Construction in the C-1, Office Commercial Zone (Please Provide a Written Response and any revisions to all responsible Departments by September 28th to be placed on the October Planning Board Agenda):

1) Please provide a sidewalk connection to the refuse collection area and a gated entrance for pedestrian access.

2) Per City Code Section 22-62. – Sidewalks. (d)(2) Safe and efficient sidewalk linkages shall be provided between building entrances and parking areas, and adjacent portions of the development, and adjacent rights-of-way. At least one accessible route in accordance with the Florida Accessibility Code shall connect buildings to parking areas and adjacent rights-of-way. **Please provide sidewalk connection striping to the entrance of the building for connectivity.**

3) Per City Code Section 22-187. – General Landscaping Requirements. (10) Other areas. When an area other than a vehicular use and retention/detention area of a developed lot in a C-1, C-2, C-3, C-4, C-5, I-1, or I-2 zone abuts a lot in an E-1, R-1, R-2, R-3, R-4, R-5, OS-1, or OS-2, such area in a commercial or industrial zone shall have a site obscuring fence or planted material so as to provide a visual and noise buffer between such areas and the lot in the residential or open space zone. Such fence will be constructed from wood, stone, brick or other suitable material and be a minimum of six (6) feet high. If planted material is used, it shall be planted and maintained so as to form a thirty-six-inch or higher continuous, unbroken solid screen. There shall be at least one shrub, bush or vine planted along the fence for each ten (10) feet of fence for the purpose of beautifying the fence. Slats shall not be put into chain-link fence to obscure the view. The planted material shall be a species which in the county normally grows to a height of six (6) feet or more. **Please install a six (6) feet high opaque fence along the western and southern borders of the subject property.**

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

Below are FPUA comments regarding the submissions for the TRC meeting on 9/20/2018.

Conditional Use with New Construction – The Manor Assisted Living Facility – 4201 S. 25th

Street - (Vennis Gilmore)

· W/WW Engineering: Water and Wastewater are available for this site, although some upgrades and/or extensions may be required. Please contact Richard Mutterback at (772) 466-1600 ext. 3425 with any questions and to schedule a pre-submittal meeting.

· Electric & Gas Engineering: Approved, no comments

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

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 9/20/18
Property Address: 4201 S. 25th St.
Property Name: The Manor Assisted Living Facility - CU and Design Review
Project Name:
Planner: Vennis Gilmore

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: 9/19/18

Technical Review Committee meeting

September 21st, 2018

Case # 18-0700007

The Manor, 4201 So. 25th Street, Fort Pierce, FL 34950

Conditional design review

Comments:

No comments

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

September 19, 2018

Project: **THE MANOR ALF**
Subject: **CONDITIONAL USE & DESIGN REVIEW**
To: Vennis Gilmore
From: Grant Chambers
SLC-Engineering Division

1. The radius of return on the driveways should be increased to 35 Ft.
2. Additional regrading of the swales may be required to maintain proper drainage.
3. Provide a cross section of the proposed driveway from the high point to the inside lane of S 25th Street.
4. 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.
5. 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 include the identification of all drainage structure and pipe information including inverts and sizes in the submittal for the ROW permit.

September 14th, 2018

Project: **The Manor ALF**
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) 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 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) Are the elevations in feet? Please note in your survey notes.
4) Please add to the survey 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.
5) You have called out "West R/W line of Hawley Road". This label should be located on the west line of the additional 20' that has been dedicated.
6) The east boundary line of the property would be the west line of the additional r/w dedication per ORB 659 page 1136. Please make this line the dark line that represents the boundary line. In addition the acreage will change from what you have noted.

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

TO : Vennis Gilmore, Planning Analyst

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

RECEIVED
SEP 13 2018
CITY OF FORT PIERCE
PLANNING & ZONING

RE : The Manor – 4201 S. 25th Street
Conditional Use and Site Plan Application
TRC No. 18-07000007

DATE : September 13, 2018

This is to advise you that we have completed the review of the following documents as received by this office on September 6, 2018:

- [x] Site Plan & CU 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

- [x] Recommend
- [ ] Do Not Recommend

- [x] SP/CU Approval
- [ ] 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.

- [x] 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

ENGINEERING COMMENTS:

1. The site plan shall be updated to include a note specifying that all construction shall comply with Sections 17 and 22 of the City of Fort Pierce Code of Ordinances. The project will be constructed on Tract 2 and Tract 5; prior to issuance of a Site Work Permit a recorded Unity of Title will be required.
2. ADVISORY COMMENT: The drainage plan is conceptual at this point and will be reviewed in depth at the time of application for a Site Work permit.
3. ADVISORY COMMENT: The applicant shall be made aware that an NPDES NOI permit along with permits from SLC and NSLRWCD will be required at time of application for Site Work Permit.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

September 25, 2018

Writers e-mail: enginpod225@aol.com

VIA: HAND DELIVER TO:

Mr. Vennis Gilmore
Planning Analyst
City of Fort Pierce
Planning Department
100 North U.S. #1
Ft. Pierce, Florida 34950

Subject: The Manor – 4201 South 25th Street, City of Fort Pierce, Florida
Building Permit #1712-0599 – Response to Engineering Division Comments

Dear Mr. Gilmore;

Enclosed please find ten (10) copies each of the revised Site and Engineering Plans, Landscape, and Boundary & Topographic Survey for The Manor project located at 4201 South 25th Street in the City of Fort Pierce, Florida. The plans have been revised in accordance with the comments received from the Technical Review Committee meeting held on September 20, 2018.

A. Planning Department

1. Please construct a sidewalk connection to the refuse collection area and a gated entrance for pedestrian access.

   Please be advised that the sidewalk connection to the refuse collection area has been added to the Site Plan. As far as a gated entrance for pedestrian access, please be advised that seeing the driveway access to the facility is not gated, the need for the gate at the pedestrian is not necessary.

2. Please provide sidewalk connection striping to the entrance of the building for connectivity.

   Sidewalk connection striping has been added to the Site Plan from the front of the building to the pedestrian access connection to South 25th St...

3. Please install a six (6) feet high opaque fence along the western and southern borders of the subject property.

   A fence, 6 ft. high opaque has been added to the site plan as requested.

4400 Belle Grove Drive
Fort Pierce, Florida 34981

Phone: 772-530-8261
Fax: 772-464-1383

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

B. St. Lucie County Engineering Division Department

1. The radius of return on the driveways should be increased to 35 ft.

   Please be the driveway connection radius of returns have been increased to 35 ft.

2. Additional re-grading of the swales may be required to maintain proper drainage.

   So noted. We will address this matter prior to the preparation of the final application for driveway connection permit.

3. Provide a cross section of the proposed driveway from the high point to the inside lane of South 25th Street.

   Please refer to Sheet 3 of 8 of the revised Engineering Plans for the cross section requested.

4. The applicant is advised that a Driveway Permit may be required for the proposed driveway improvements. Please contact Mr. Baby Thottakara, P.E. 772-462-2097 for more information.

   So noted.

5. The applicant is advised that prior to executing any work within the County's rod right-of-way, a Right-of-Way (ROW) permit is required. Please include the identification of all drainage structure and pipe information including inverts and sizes in the submittal for the ROW permit.

   So noted.

C. St. Lucie County Engineering – Survey Division

Comments to be responded to by Others.

D. City of Fort Pierce Engineering Department

1. The site plan shall be updated to include a note specifying that all construction shall comply with Sections 17 and 22 of the City of Fort Pierce Code of Ordinances. The project will be constructed on Tract 2 and Tract 5; prior to the issuance of a Site Work Permit, a Unity of Title will be required.

   The requested note has been added to the Site Plan. As far as the second portion of this comment is concerned, this parcel is a single parcel and not made up of two separate parcels and a therefore a Unity of Title is not required.

4400 Belle Grove Drive
Fort Pierce, Florida 34981

Phone: 772-530-8261
Fax: 772-464-1383

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

2. ADVISORY COMMENT: The drainage plan is conceptual at this point and will be reviewed in depth at the time of application for Site Work Permit.

   So noted.

3. ADVISORY COMMENT: The applicant shall be made aware that an NPDES NOI Permit along with permits from St. Lucie County and NSLRWCD will be required at the time of application for Site Work Permit.

   So noted.

If there are any questions or comments with regard to the matters contained herein, please do not hesitate to contact me @ 772-530-8261. Notice to Proceed shall commence upon receipt of a copy of this agreement executed by the parties.

Sincerely,
Ladyko Design Group, LLC.

Richard M. Ladyko, P.E.
President

cc: Red Lion Construction, LLC

4400 Belle Grove Drive
Fort Pierce, Florida 34981

Phone: 772-530-8261
Fax: 772-464-1383

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

September 25, 2018

Writers e-mail: enginpod225@aol.com

VIA: HAND DELIVER TO:

Mr. Vennis Gilmore
Planning Analyst
City of Fort Pierce
Planning Department
100 North U.S. #1
Ft. Pierce, Florida 34950

Subject: The Manor – 4201 South 25th Street, City of Fort Pierce, Florida
Building Permit #1712-0599 – Response to Engineering Division Comments

Dear Mr. Gilmore;

Enclosed please find ten (10) copies each of the revised Site and Engineering Plans, Landscape, and Boundary & Topographic Survey for The Manor project located at 4201 South 25th Street in the City of Fort Pierce, Florida. The plans have been revised in accordance with the comments received from the Technical Review Committee meeting held on September 20, 2018.

A. Planning Department

1. Please construct a sidewalk connection to the refuse collection area and a gated entrance for pedestrian access.

   Please be advised that the sidewalk connection to the refuse collection area has been added to the Site Plan. As far as a gated entrance for pedestrian access, please be advised that seeing the driveway access to the facility is not gated, the need for the gate at the pedestrian is not necessary.

2. Please provide sidewalk connection striping to the entrance of the building for connectivity.

   Sidewalk connection striping has been added to the Site Plan from the front of the building to the pedestrian access connection to South 25th St...

3. Please install a six (6) feet high opaque fence along the western and southern borders of the subject property.

   A fence, 6 ft. high opaque has been added to the site plan as requested.

4400 Belle Grove Drive
Fort Pierce, Florida 34981

Phone: 772-530-8261
Fax: 772-464-1383

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

B. St. Lucie County Engineering Division Department

1. The radius of return on the driveways should be increased to 35 ft.

   Please be the driveway connection radius of returns have been increased to 35 ft.

2. Additional re-grading of the swales may be required to maintain proper drainage.

   So noted. We will address this matter prior to the preparation of the final application for driveway connection permit.

3. Provide a cross section of the proposed driveway from the high point to the inside lane of South 25th Street.

   Please refer to Sheet 3 of 8 of the revised Engineering Plans for the cross section requested.

4. The applicant is advised that a Driveway Permit may be required for the proposed driveway improvements. Please contact Mr. Baby Thottakara, P.E. 772-462-2097 for more information.

   So noted.

5. The applicant is advised that prior to executing any work within the County's rod right-of-way, a Right-of-Way (ROW) permit is required. Please include the identification of all drainage structure and pipe information including inverts and sizes in the submittal for the ROW permit.

   So noted.

C. St. Lucie County Engineering – Survey Division

Comments to be responded to by Others.

D. City of Fort Pierce Engineering Department

1. The site plan shall be updated to include a note specifying that all construction shall comply with Sections 17 and 22 of the City of Fort Pierce Code of Ordinances. The project will be constructed on Tract 2 and Tract 5; prior to the issuance of a Site Work Permit, a Unity of Title will be required.

   The requested note has been added to the Site Plan. As far as the second portion of this comment is concerned, this parcel is a single parcel and not made up of two separate parcels and a therefore a Unity of Title is not required.

4400 Belle Grove Drive
Fort Pierce, Florida 34981

Phone: 772-530-8261
Fax: 772-464-1383

Ladyko Design Group, LLC
ENGINEERS, PLANNERS & CONSTRUCTION MANAGERS

2. ADVISORY COMMENT: The drainage plan is conceptual at this point and will be reviewed in depth at the time of application for Site Work Permit.

   So noted.

3. ADVISORY COMMENT: The applicant shall be made aware that an NPDES NOI Permit along with permits from St. Lucie County and NSLRWCD will be required at the time of application for Site Work Permit.

   So noted.

If there are any questions or comments with regard to the matters contained herein, please do not hesitate to contact me @ 772-530-8261. Notice to Proceed shall commence upon receipt of a copy of this agreement executed by the parties.

Sincerely,
Ladyko Design Group, LLC.

Richard M. Ladyko, P.E.
President

cc: Red Lion Construction, LLC

4400 Belle Grove Drive
Fort Pierce, Florida 34981

Phone: 772-530-8261
Fax: 772-464-1383

City Commission Regular Meeting **13.a.**

Meeting Date: 11/19/2018

Re: 1705 N 27th Street - Establish Hearing Date

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

SUBJECT:

Resolution No. 18-R56 determining that the structure located at 1705 N 27th Street is unsafe and should be condemned and demolished. A hearing to determine this matter is scheduled before the City Commission on December 17, 2018.

SUMMARY:

In accordance with the City Charger, a hearing shall be scheduled to allow the owners, agents, or any person, firm or corporation having a lien on, or interest in, the building / structure to show cause, if any, why a building / structure should not be condemned and its removal or destruction required.

This Resolution is to set the hearing date only and instruct the City Clerk to notify all interested parties of their right to be heard. No testimony or evidence will be presented at this time.

RECOMMENDATION:

Approve the Resolution to establish the hearing of this matter on December 17, 2018.

ALTERNATIVES:

Select an alternative date.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Shaun Coss, Building Department Coordinator

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Google Earth Photo

Resolution No 18-R56

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	10/30/2018 02:04 PM

City Manager	Nick Mimms	11/14/2018 03:48 PM

Form Started By: Peggy Arraiz
Started On: 10/30/2018 01:58 PM
Final Approval Date: 11/14/2018


Legend
1705 N 27th St
Google Earth
©2018 Google
8.56 ft

RESOLUTION NO. 18-R56

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **1705 N 27TH ST** 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 DECEMBER 17, 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.

WHEREAS, the building or structure located at 1705 N 27TH ST has been declared unsafe in accordance with Section 108 of the International Property Maintenance Code as adopted by the City Commission in January 2017; and

WHEREAS, the City Commission determines that unsafe buildings or structures are declared a nuisance and constitute a menace to the business, health and safety of the community; and

WHEREAS, there shall be a public hearing before the City Commission whereby any and all interested parties may appear and show cause as to why said building or structure should not be condemned and its removal or destruction required.; 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:

1705 N 27TH ST
DUKE S/D S 65 FT OF LOTS 1 AND 2 (OR 294-2852)
2405-503-0002-000/7

Is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community.

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, show cause, if any, before the City Commission of the City of Fort Pierce, Florida why said building or structure should not be condemned and its removal or destruction required.

JOHN HENRY BOUIE
927 SW 106 PL
MICANOPY, FL, 32667

SECTION 3. Should the interested parties fail to show cause as to why the building or structure should not be condemned and its removal or destruction required and fail to comply with any order of the City Commission requiring such

removal or destruction, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien up on said property.

SECTION 4. This matter will be heard at the regularly scheduled meeting of the City Commission of the City of Fort Pierce on December 17, 2018 at 6:30 PM in the City Commission Chambers located at 100 N US Hwy 1, Fort Pierce, Florida.

SECTION 5. The hereinbefore named persons, firms, or corporations, shall be provided notice of the scheduled hearing by mailing a certified copy of this resolution by registered or certified mail at least ten (10) days prior to the date of said hearing 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:

_____
Ben Bryan, Esq.
Interim City Attorney

City Commission Regular Meeting **13.b.**

Meeting Date: 11/19/2018

Re: Submittal of application for Historic Preservation Board

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Submittal of application for the Historic Preservation Board

SUMMARY:

There is one alternate member position that needs to be filled. George "Buster" Johansen has submitted an application.

RECOMMENDATION:

Appoint one alternate member.

ALTERNATIVES:

Take no action.

RESPONSIBLE STAFF:

Rebecca Grohall, Planning Director, AICP

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2018
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

Not applicable

Attachments

Johansen Historic Preservation Board Application

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	11/14/2018 03:45 PM

Form Started By: Alicia Rosenthal Started On: 11/02/2018 03:18 PM

Final Approval Date: 11/14/2018

CITY OF FORT PIERCE

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

RECEIVED
NOV 01 2018
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historical Preservation Board.

Name: George (Buster) Johansen	Phone: 772-801-3606
Home Address: 2732 - Sunrise Blvd. City/Zip Code: Ft. Pierce Fl. 34982	How long at this address? 13 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: Describe your education, background, training and knowledge – (feel free to attach a resume): General Contractor in Nebr. I was on the Historical Board in Columbus Nebr.	
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: Jon Neprud	Applicant Email Address:
Date: 10/31/18	Applicant's Signature George (Buster) Johansen.

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

City Commission Regular Meeting **13.c.**

Meeting Date: 11/19/2018

Re: Resolution 18-R57 authorizing the sale of 505 N 7th Street

SUBJECT:

Resolution No. 18-R57 authorizing the sale of 505 N 7th Street to Maloma Peterkin of Dreamchasers Preschool, in the amount of $75,000 for the purpose of a pre-school program.

SUMMARY:

Staff seeks the City Commission approval for the slae of 505 N 7th Street. This property was declared surplus by Resolution through Resolution 16-R38 on August 2016. This property was marketed previously and the last proposal offering $50,000 was rejected by the City Commission April 2017. Staff placed a new RFP, and two proposals were offered.

A team comprised of Purchasing, Planning, Public Works and Grants Administration reviewed the proposals and after careful review and consideration, are recommending the sale be awarded to Maloma Peterkin of Dreamchasers Preschool, in the amount of $75,000 for the purpose of a pre-school program. Details of both bids are attached.

RECOMMENDATION:

Approval of the sale to Maloma Peterkin of Dreamchasers Preschool.

ALTERNATIVES:

Reject all bids

RESPONSIBLE STAFF:

Rebecca Grohall

COORDINATED WITH:

Ben Bryan
Gelencia Carter
Georgia Montgomery
Mike Reals
Caleta Scott

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2019

OTHER INFORMATION:

Receipt of $75,000 from sale of property

Attachments

Resolution 18-R57
RFP
RFP Addendums
Bid Tabulation sheet
Property Appraiser info
RFP Response MP
Narrative MP
Dreamchasers License
MP Addendum 1
MP Addendum2
MP Dreamchasers Staff Handbook
MP Business Plan
Proposal from We Leap
Appraisal
Proof of Publication

Form Review

Form Started By: Rebecca Grohall
Started On: 11/01/2018 05:09 PM
Final Approval Date: 11/16/2018

RESOLUTION NO. 18-R57

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE **SALE OF REAL PROPERTY NOT NEEDED FOR A PUBLIC PURPOSE, KNOWN AS 505 N 7th STREET,** OWNED BY THE CITY OF FORT PIERCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce (the "CITY") is the owner of real property described as 505 N 7th Street, Parcel ID 2410-601-0134-000-8, with a legal description as follows: Fee and May's Re-S/D BLK K LOTS 1, 2, 3, 18, 19 and 20 (MAP 24/10C), (the "Property"); and

WHEREAS, at its meeting on August 15, 2016, the City Commission of the City of Fort Pierce, Florida declared the property as surplus via Resolution 16-R38; and

WHEREAS, as provided for in the Land Development Code, Section 2-223 (4) the Planning Board has met to recommend approval for the sale; and

WHEREAS, the City of Fort Pierce Charter specifically authorizes the sale of City property for such price and upon such terms and conditions as deemed proper by the City Commissioners; and

WHEREAS, pursuant to Section 13 of the City Charter, the City Clerk advertised on August 3, 2018 and August 10, 2018 that this property had been declared surplus and available for bid through RFP 2018-049; and

WHEREAS, whereas two bids were received in response of RFP 2018-049; and

WHEREAS, whereas a team of City employees reviewed and ranked the responses to RFP 2018-049 and recommend award to Maloma Peterkin;

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, Florida, authorizes the sale of the Property to _____ ("purchaser").

Section 2. The Property shall be sold to the Purchaser for the price of $_____via special warranty deed.

Section 3. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the transfer of the Property to the Purchaser.

Section 4. This Resolution shall become effective immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 19th day of November, 2018.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

Approved as to Form
And Correctness:

_____
Ben Bryan, Esq.
Interim City Attorney

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	**REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	RFP No: 2018-049
Mandatory Pre-Bid Conference Date: N/A	RFP Title: SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7TH STREET
Mandatory Pre-Bid Location: N/A	RFP Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, THURSDAY, AUGUST 23, 2018	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: ---------- Mailing Address: ---------- ---------- ----------	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Circle One): Corporation Partnership Proprietorship	Title:
Incorporated in the State of: Year:	Delivery in _____days, ARO
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: __Y __N MWBE: __Y __N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS **1**

1 GENERAL INFORMATION 1
2 DELAYS 1
3 EXECUTION OF PROPOSAL 1
4 NO BID 1
5 PROPOSAL OPENING 1
6 TAXES 2
7 DISCOUNTS 2
8 MISTAKES 2
9 INVOICING AND PAYMENT 2
10 DELIVERY 3
11 ADDITIONAL TERMS AND CONDITIONS 3
12 INTERPRETATION 3
13 ADDENDUM 4
14 DISPUTES 4
15 CONFLICT OF INTEREST 4
16 LEGAL REQUIREMENTS 4
17 DRUG FREE WORK PLACE 4
18 MINORITY/WOMEN OWNED BUSINESS ENTERPRISE 4
19 PUBLIC ENTITY CRIMES 4
20 AWARD 4
21 EEO STATEMENT 5
22 CONTRACTUAL AGREEMENT 5
23 GOVERNMENTAL RESTRICTION 5
24 PATENTS AND ROYALTIES 5
25 ADVERTISING 5
26 ASSIGNMENT 5
27 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH 5
28 FACILITIES 6
29 REPRESENTATION 6
30 DISQUALIFICATION OF PROPOSER 6
31 ADJUSTMENTS/CHANGES/DEVIATIONS 6
32 INSURANCE 6
33 PUBLIC RECORDS 6
34 PROPOSAL PREPARATION COSTS 6
35 COOPERATIVE PURCHASING 7

SECTION II – INSTRUCTIONS TO PROPOSERS **8**

1 PROPOSAL OPENING 8
2 INQUIRIES/QUESTIONS 8
3 MINORITY PARTICIPATION PROGRAM 9
4 PURCHASING CARD PROGRAM 9

SECTION III– STATEMENT OF WORK **10**

1 PURPOSE 10
2 TERMS AND CONDITIONS 10
3 PROPERTY LEGAL DESCRIPTIONS 10
4 DEPOSIT 10

5 AWARD 11
6 PROPOSAL TO LEASE 11
7 SUBMITTAL REQUIREMENTS 11
8 OFFER TO PURCHASE 11
9 OFFER TO PURCHASE/BID FORM 12
10 PROPOSAL RESPONSE FORM 13
10 PROPOSAL NARRATIVE - ATTACHMENT A 14
11 CHECKLIST 15

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit three (3) complete sets (one [1] original and two [2] copies) of their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal.

It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: https://www.demandstar.com.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Upon award recommendation or ten days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL OPENING

1.1 Proposals are due on or before **3:00 PM, Thursday, August 23, 2018.** Three (3) copies (one original and two copies) and one electronic copy (PDF) on a USB Flash Drive of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

Copies of the proposal documents are available electronically from the Purchasing Division by e-mail request to biddesk@city-ftpierce.com on the web site of Demandstar.com (www.demandstar.com) and City of Fort Pierce's website (www.cityoffortpierce.com)

Any qualifications proposals received after the designated time and date listed above will be returned unopened.

1.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2) d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

2. INQUIRIES/QUESTIONS

2.1 All inquiries will be in a written format and addressed to City of Fort Pierce Director of Planning with a copy to the Purchasing Manager:

TO
City of Fort Pierce
Rebecca Grohall

COPY
City of Fort Pierce
Gelencia Carter

Director of Planning
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 466-5808
Email: rgrohall@city-ftpierce.com

Purchasing Manager
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 595-9948
Email: biddesk@city-ftpierce.com

2.2 No inquiries will be received within seven (7) calendar days of proposal closing date, **Wednesday, August 15, 2018, 5:00P.M.**

2.3 The City prohibits communications initiated by a Proposer to **any** City Official or employee **(including but not limited to the Mayor and other members of City Commission)**, prior to the time an award decision has been made.

3. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

4. PURCHASING CARD PROGRAM

4.1 The City has implemented a **Purchasing Card Program.** The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.

4.2 Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION III

STATEMENT OF WORK

1. PURPOSE

The City of Fort Pierce and Redevelopment Agency is seeking proposals from firms, and legal entities interested in sale or lease of property located at 505 North 7th Street. The purpose of this request is to reduce the City/Agency's expenditures concerning property maintenance and provide revenue to the City.

2. TERMS AND CONDITIONS

A). SALE OF PROPERTY

Sale of these properties will be "as is" and title will be transferred via a Quit Claim Deed. The City will be conveying title to the property by Quit Claim Dee without warranty of title. The City makes not representation that the property is free and clear of all liens and encumbrances.

The sale shall be conditioned upon the offer, use of the property, proposed improvements, timetable for making improvements, the number of job opportunities created and the bidders business and financial plan.

The Bidder will be responsible for all costs to meet code requirements, and other construction cost, if necessary.

B). LEASE OF PROPERTY

The City anticipates entering into a lease with the proposer who submits the proposal judged by the Evaluation Committee to be most advantageous. Selection of the proposal will be based on the financial standing of the proposer, lease rate proposed, ability to construct in a timely manner (if required), and investment in upkeep and appearance of the facilities on-site or any to be constructed.

The proposer understands that this RFP does not constitute an agreement or a lease with the proposer. An official lease or agreement is not binding until proposals are reviewed and accepted by the City Commission and a written agreement or lease is approved by both the City and the successful proposer.

Insurance requirements will be determined based on the type of use proposed.

3. PROPERTY LEGAL DESCRIPTION

505 North 7th Street
Parcel ID#2410-601-0134-000-8
FEE AND MAY'S RE-S/D BLKK LOTS 1, 2,3, 18 AND 20 (MAP 24/10 C)

4. DEPOSIT

Sealed proposals with a security deposit of five percent (5%) of the purchase price, in the form of a certified or cashier's check, payable to the City of Fort Pierce, must be submitted together with the signed Offer to Purchase/Bid Form attached Property Narrative hereto as

Attachment A. The security deposit will be returned if the bid is not accepted within sixty (60) days of opening. Should the proposal be accepted the deposit will be applied to the purchase cost.

5. AWARD

Award will be subject to the highest acceptable offer received that adds value to the property, adds jobs to the current market and is determined to be in the best interests of the City. Selection will be based on proposals executing the City's form of Offer to Purchase/Bid Form, Proposed Use of Property Narrative, Business and Financial Plans and supporting documentation. The sale is subject to final approval of the City Commission. The City reserves the right to reject any or all offers.

6. PROPOSAL TO LEASE

If you are interested in leasing, please provide the following information:

- Proposed use of the available space for lease
- Proposed property improvements
- Target date for occupation of space
- Business Plan
- Financial Plan, including the price per square foot
- How the sale would further the goals of the City's Comprehensive Plan, the Plan is available online at:http:www.cityoffortpierce.com/DocumentCenter/View/899/2011-Comprehensive-Plan---Entire-Document
- References – List individuals or firms with knowledge of the proponent's ability to operate a business. State the following: Name, Firm, Title, Address, Telephone and Nature of Association
- Information regarding past experience

7. SUBMITTAL REQUIREMENTS

In order to assist the City's review process, qualifications shall be prepared utilizing a tabbed format. Each of the required sections shall begin a new page and be separately tabbed or identified as listed above (i.e. **Tab A**- Propose Use of Property, **Tab B** –Proposed Property Improvements, **Section A** – Target Date for Occupation of Space, **Tab C**. Business Plan, **Tab D** - Financial Plan, **Tab E** – References, **Tab F**- Past Experience

8. OFFER TO PURCHASE

If you would like to make an offer to purchase the listed property, please complete the **Offer to Purchase/Bid Response Form** and the **Property Narrative**. If an offer is being made for multiple properties an individual **Property Narrative** should be completed for each one.

OFFER TO PURCHASE/BID FORM
RFP NO. 2018-049

_____ herein called the Buyer(s), hereby offer(s) and agree(s) to purchase from the City of Fort Pierce, a Municipal Corporation, hereinafter called the City, at the price subject to the terms, conditions, reservations, restrictions, and covenants herein stated, (see attachment(s)), and easements, encumbrances and other matters of record, and to all zoning, building or other Laws or Ordinances, the following described property.

In order to constitute an acceptable offer to purchase (bid), all information requested below must be provided. The form must be submitted in triplicate in a sealed envelope bearing on the outside the name of the bidder, its address, and **RFP No. 2018-049, Sale or Lease of Surplus Property – 505 North 7th Street.**

Name of Bidder: _____

Address of Bidder: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____ **Email Address:** _____

ADDRESS	OFFERED BID AMOUNT	5% BID SECURITY AMOUNT
505 North 7th Street	$_____	$_____

BIDDER'S ACKNOWLEDGEMENT

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce and Fort Pierce Development Agency in awarding the specified Bid, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement.

_____
Bidder of Authorized Representative

_____
Typed Name

_____
Date

ATTACHMENT A
PROPERTY NARRATIVE

PROPOSAL RESPONSE FORM

505 North 7th Street
Property Address

Print or Type Name of Buyer(s)

Address (Street / City, State and Zip Code)

Area Code and Telephone Number

Proposed Use of Property:

(Use additional sheets, if necessary)

Proposed Property Improvements:

(Use additional sheets, if necessary)

Timetable for Making Improvements:

(Use additional sheets, if necessary)

PROPERTY NARRATIVE

505 North 7th Street
Property Address

Proposed Job Creation:

(Use additional sheets, if necessary)

Business Plan (attachment):

(Use additional sheets, if necessary)

Financial Plan (attachment):

(Use additional sheets, if necessary)

Exceptions to Request for Proposal (attachment):

(Use additional sheets, if necessary)

Signature of Buyer(s) Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	_____	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	_____	_____
Include proof of proper licensing as stated in proposal documents. **(NOT APPLICABLE).**	_____	_____
Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents **(NOT APPLICABLE).**	_____	_____
Proposal envelope is marked accordingly.	_____	_____
Are three (3) complete proposal packages included (one original and two copies) and one electronic copy (PDF) on a USB Flash Drive of sealed proposals?	_____	_____
Is each Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH PROPOSAL_____

August 7, 2018

CITY FORT PIERCE

SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7TH STREET

RFP NO. 2018-049

ADDENDUM NO. 1

The purpose of this addendum is to schedule a site-visit, provide modifications and clarifications to the specification, and to include the property appraisal.

SITE-VISIT

All potential bidders are encouraged to attend in order to become familiar with the site conditions. Attendance is optional.

The site-visit will take place:

10:00AM – 12:00PM, MONDAY, AUGUST 13, 2018

MODIFICATIONS/CLARIFICATIONS TO SPECIFICATIONS

1. **QUESTIONS:** Is this a residential or commercial property?
   ANSWERS: The property was last used for a day care but has a residential zoning of R4.

2. **QUESTIONS:** Do you know the sale price?
   ANSWERS: The City Commission typically entertains offers within 10% of the purchase price. Please see the Appraisal information.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

Attachments: **Property Appraisal**

August 16, 2018

CITY FORT PIERCE

SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7TH STREET

RFP NO. 2018-049

ADDENDUM NO. 2

The purpose of this addendum is to schedule second (2nd) and final site-visit. **All potential bidders are encouraged to attend in order to become familiar with the site conditions. Attendance is optional.**

The site-visit will take place:

10:00AM – 11:00AM, MONDAY, AUGUST 20, 2018

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

TO: Rebecca Grohall, Planning Director

THROUGH: Gelencia Carter, Purchasing Manager

FROM: Georgia Montgomery, Purchasing Specialist

SUBJECT: RFP No. 2018-049 ~ Sale or Lease of Surplus Property-505 N. 7th Street

DATE: August 27, 2018

Attached is the tabulation sheet for the above referenced proposal along with copies of all proposals submitted. The file is available for review in the Purchasing Division.

The invitation was sent to 424 vendors. Three (3) vendor requested specifications with two (2) responding (66.67 %) 0 "No Bid" (66.67 % total response).

The next step in this process is to meet with the Purchasing Manager to determine members of the Evaluation Committee, assign roles, and issue copies of all proposals. The following are roles that need to be assigned, if applicable to the project scope of work:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles.
2. **Project Manager**: Person or representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

As the end user department for this proposal, you would assume or assign the role as Team Leader. A representative from Purchasing, will serve as the *Committee Liaison*, and should be present for the meetings, including the initial start-up meeting.

Please respond to the Purchasing Department for recommendation of award.

Expiration date is October 22, 2018. Commission approval must be completed by this date.

/gm

Attachment
cc: Johnna Morris, Director of Finance
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

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

RFP ON:	**Sale or Lease of Surplus Property- 505 N. 7th Street**
RFP NUMBER:	**2018-049**
DATE:	08/23/18
RECOMMENDED AWARD:	Pending

RESPONSE
2 of 3 = 66.67 %
0 "No Bids"
Total = 66.67 %

PROPOSER
Gwendolyn Mcleod Fort Pierce, FL
Maloma Peterkin Fort Pierce, FL

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

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

Property Identification

Site Address:	505 N 7th ST
Parcel ID:	2410-601-0134-000-8
Account #:	23247
Map ID:	24/10N
Use Type:	8900
Zoning:	R4
City/County:	Fort Pierce

Ownership

Ft Pierce City Of
PO Box 1480
Fort Pierce, FL 34954

Legal Description

FEE AND MAY`S RE-S/D BLK K LOTS 1, 2, 3, 18, 19 AND 20 (MAP 24/10C)

Current Values

Just/Market Value:	$352,600
Assessed Value:	$202,180
Exemptions:	$202,180
Taxable Value:	$0

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF



Total Areas

Finished/Under Air (SF):	7,126
Gross Area (SF):	10,256
Land Size (acres):	0.68
Land Size (SF):	29,800

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

DELIVER TO: **City of Fort Pierce** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Procurement Dept.** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	**RFP No: 2018-049**
Mandatory Pre-Bid Conference Date: **N/A**	**RFP Title: SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7TH STREET**
Mandatory Pre-Bid Location: **N/A**	**RFP Opening Location:** **City of Ft. Pierce Procurement Dept.** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
RFP Due Date & Time: **3:00 PM, THURSDAY, AUGUST 23, 2018**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: **Maloma Peterkin** **Mailing Address:** **700 South 33rd Street** **Fort Pierce, FL 34947**	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.*** **X _____** **Authorized Signature (Manual)**
City, State, Zip Code: Fort Pierce, FL 34947	**Typed or Printed Name: Maloma Peterkin**
Type of Entity (Circle One): **Corporation Partnership Proprietorship LLC**	**Title: Owner**
Incorporated in the State of: FL Year: 2015	**Delivery in_____days, ARO**
Phone Number: (772) 882- 1279	**Payment Terms: Net 30 Days**
Fax Number: (772) 489-2373	**FEIN or SS Number:**
E-Mail Address: **dreamchaserpreschool@gmail.com**	**Local Business: _X_Y __N MWBE: _X_Y __N**
Bid Security is attached, when required, in the amount of $ 3,750.00 **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS **1**

1 GENERAL INFORMATION 1
2 DELAYS 1
3 EXECUTION OF PROPOSAL 1
4 NO BID 1
5 PROPOSAL OPENING 1
6 TAXES 2
7 DISCOUNTS 2
8 MISTAKES 2
9 INVOICING AND PAYMENT 2
10 DELIVERY 3
11 ADDITIONAL TERMS AND CONDITIONS 3
12 INTERPRETATION 3
13 ADDENDUM 4
14 DISPUTES 4
15 CONFLICT OF INTEREST 4
16 LEGAL REQUIREMENTS 4
17 DRUG FREE WORK PLACE 4
18 MINORITY/WOMEN OWNED BUSINESS ENTERPRISE 4
19 PUBLIC ENTITY CRIMES 4
20 AWARD 4
21 EEO STATEMENT 5
22 CONTRACTUAL AGREEMENT 5
23 GOVERNMENTAL RESTRICTION 5
24 PATENTS AND ROYALTIES 5
25 ADVERTISING 5
26 ASSIGNMENT 5
27 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH 5
28 FACILITIES 6
29 REPRESENTATION 6
30 DISQUALIFICATION OF PROPOSER 6
31 ADJUSTMENTS/CHANGES/DEVIATIONS 6
32 INSURANCE 6
33 PUBLIC RECORDS 6
34 PROPOSAL PREPARATION COSTS 6
35 COOPERATIVE PURCHASING 7

SECTION II – INSTRUCTIONS TO PROPOSERS **8**

1 PROPOSAL OPENING 8
2 INQUIRIES/QUESTIONS 8
3 MINORITY PARTICIPATION PROGRAM 9
4 PURCHASING CARD PROGRAM 9

SECTION III – STATEMENT OF WORK **10**

1 PURPOSE 10
2 TERMS AND CONDITIONS 10
3 PROPERTY LEGAL DESCRIPTIONS 10
4 DEPOSIT 10

5 AWARD....11
6 PROPOSAL TO LEASE....11
7 SUBMITTAL REQUIREMENTS....11
8 OFFER TO PURCHASE....11
9 OFFER TO PURCHASE/BID FORM....12
10 PROPOSAL RESPONSE FORM....13
10 PROPOSAL NARRATIVE - ATTACHMENT A....14
11 CHECKLIST....15

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit three (3) complete sets (one [1] original and two [2] copies) of their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal.

It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: https://www.demandstar.com.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Upon award recommendation or ten days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL OPENING

1.1 Proposals are due on or before **3:00 PM, Thursday, August 23, 2018.** Three (3) copies (one original and two copies) and one electronic copy (PDF) on a USB Flash Drive of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

Copies of the proposal documents are available electronically from the Purchasing Division by e-mail request to biddesk@city-ftpierce.com on the web site of Demandstar.com (www.demandstar.com) and City of Fort Pierce's website (www.cityoffortpierce.com)

Any qualifications proposals received after the designated time and date listed above will be returned unopened.

1.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2) d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

2. INQUIRIES/QUESTIONS

2.1 All inquiries will be in a written format and addressed to City of Fort Pierce Director of Planning with a copy to the Purchasing Manager:

TO
City of Fort Pierce
Rebecca Grohall

COPY
City of Fort Pierce
Gelencia Carter

Director of Planning
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 466-5808
Email: rgrohall@city-ftpierce.com

Purchasing Manager
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 595-9948
Email: biddesk@city-ftpierce.com

2.2 No inquiries will be received within seven (7) calendar days of proposal closing date, **Wednesday, August 15, 2018, 5:00P.M.**

2.3 The City prohibits communications initiated by a Proposer to **any** City Official or employee **(including but not limited to the Mayor and other members of City Commission)**, prior to the time an award decision has been made.

3. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

4. PURCHASING CARD PROGRAM

4.1 The City has implemented a **Purchasing Card Program.** The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award**. If no such percentage is given, the City shall assume 0% discount applies.

4.2 Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION III

STATEMENT OF WORK

1. PURPOSE

The City of Fort Pierce and Redevelopment Agency is seeking proposals from firms, and legal entities interested in sale or lease of property located at 505 North 7th Street. The purpose of this request is to reduce the City/Agency's expenditures concerning property maintenance and provide revenue to the City.

2. TERMS AND CONDITIONS

A). SALE OF PROPERTY

Sale of these properties will be "as is" and title will be transferred via a Quit Claim Deed. The City will be conveying title to the property by Quit Claim Dee without warranty of title. The City makes not representation that the property is free and clear of all liens and encumbrances.

The sale shall be conditioned upon the offer, use of the property, proposed improvements, timetable for making improvements, the number of job opportunities created and the bidders business and financial plan**.**

The Bidder will be responsible for all costs to meet code requirements, and other construction cost, if necessary.

B). LEASE OF PROPERTY

The City anticipates entering into a lease with the proposer who submits the proposal judged by the Evaluation Committee to be most advantageous. Selection of the proposal will be based on the financial standing of the proposer, lease rate proposed, ability to construct in a timely manner (if required), and investment in upkeep and appearance of the facilities on-site or any to be constructed.

The proposer understands that this RFP does not constitute an agreement or a lease with the proposer. An official lease or agreement is not binding until proposals are reviewed and accepted by the City Commission and a written agreement or lease is approved by both the City and the successful proposer.

Insurance requirements will be determined based on the type of use proposed.

3. PROPERTY LEGAL DESCRIPTION

505 North 7th Street
Parcel ID#2410-601-0134-000-8
FEE AND MAY'S RE-S/D BLKK LOTS 1, 2,3, 18 AND 20 (MAP 24/10 C)

4. DEPOSIT

Sealed proposals with a security deposit of five percent (5%) of the purchase price, in the form of a certified or cashier's check, payable to the City of Fort Pierce, must be submitted together with the signed Offer to Purchase/Bid Form attached Property Narrative hereto as

Attachment A. The security deposit will be returned if the bid is not accepted within sixty (60) days of opening. Should the proposal be accepted the deposit will be applied to the purchase cost.

5. AWARD

Award will be subject to the highest acceptable offer received that adds value to the property, adds jobs to the current market and is determined to be in the best interests of the City. Selection will be based on proposals executing the City's form of Offer to Purchase/Bid Form, Proposed Use of Property Narrative, Business and Financial Plans and supporting documentation. The sale is subject to final approval of the City Commission. The City reserves the right to reject any or all offers.

6. PROPOSAL TO LEASE

If you are interested in leasing, please provide the following information:

- ☐ Proposed use of the available space for lease
- ☐ Proposed property improvements
- ☐ Target date for occupation of space
- ☐ Business Plan
- ☐ Financial Plan, including the price per square foot
- ❖ How the sale would further the goals of the City's Comprehensive Plan, the Plan is available online at:http:www.cityoffortpierce.com/DocumentCenter/View/899/2011-Comprehensive-Plan---Entire-Document
- ❖ References – List individuals or firms with knowledge of the proponent's ability to operate a business. State the following: Name, Firm, Title, Address, Telephone and Nature of Association
- ☐ Information regarding past experience

7. SUBMITTAL REQUIREMENTS

In order to assist the City's review process, qualifications shall be prepared utilizing a tabbed format. Each of the required sections shall begin a new page and be separately tabbed or identified as listed above (i.e. **Tab A**- Propose Use of Property, **Tab B** –Proposed Property Improvements, **Section A** – Target Date for Occupation of Space, **Tab C**. Business Plan, **Tab D -** Financial Plan, **Tab E –** References, **Tab F**- Past Experience

8. OFFER TO PURCHASE

If you would like to make an offer to purchase the listed property, please complete the **Offer to Purchase/Bid Response Form** and the **Property Narrative**. If an offer is being made for multiple properties an individual **Property Narrative** should be completed for each one.

OFFER TO PURCHASE/BID FORM
RFP NO. 2018-049

Maloma Peterkin herein called the Buyer(s), hereby offer(s) and agree(s) to purchase from the City of Fort Pierce, a Municipal Corporation, hereinafter called the City, at the price subject to the terms, conditions, reservations, restrictions, and covenants herein stated, (see attachment(s)), and easements, encumbrances and other matters of record, and to all zoning, building or other Laws or Ordinances, the following described property.

In order to constitute an acceptable offer to purchase (bid), all information requested below must be provided. The form must be submitted in triplicate in a sealed envelope bearing on the outside the name of the bidder, its address, and **RFP No. 2018-049, Sale or Lease of Surplus Property – 505 North 7th Street.**

Name of Bidder: Maloma Peterkin

Address of Bidder: 700 S 33rd Street

City, State, Zip: Fort Pierce, FL 34947

Telephone Number: (772) 882-1279

Fax Number: (772) 489-2373 **Email Address:** malomappeterkin@gmail.com

ADDRESS	OFFERED BID AMOUNT	5% BID SECURITY AMOUNT
505 North 7th Street	$ 75,000.00	$ 3,750.00

BIDDER'S ACKNOWLEDGEMENT

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce and Fort Pierce Development Agency in awarding the specified Bid, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement.

Bidder of Authorized Representative

Maloma Peterkin
Typed Name

August 22, 2018
Date

ATTACHMENT A
PROPERTY NARRATIVE

PROPOSAL RESPONSE FORM

505 North 7th Street
Property Address

Maloma Peterkin
Print or Type Name of Buyer(s)

700 South 33rd Street/ Fort Pierce, FL 34947
Address (Street / City

(772) 882-1279
Area code and Telephone Number

Proposed Use of Property:

Our goal is to acquire the subject property for expansion of our current facilities "DREAMCHASER PRESCHOOL, LLC. As the demand for child-care continues to surge, we have reached our capacity, and a waiting list of parents who want to enroll their children. There's a growing need in our community for quality day-care services, and we simply want to fill the void. The obvious benefit of being able to serve more children and provide an excellent education foundation for each child. Acquiring this facility will allow us to include grades K-5 pupils, create job opportunities, and bring life back to the 7th Street corridors of Fort Pierce. DREAMCHASER PRESCHOOL IS HERE TO INCREASE THE QUALITY OF EARLY CARE AND EDUCATION

(Use additional sheets, if necessary)

Proposed Property Improvements:

Dreamchaser Preschool's goals for improvements will include an advanced technology building, food preparation and service, office space, and meeting space, as well as security features required in compliance with codes and regulations. All areas of the building will be a secure environments that provide a variety of learning experiences and meet the physical needs of the children. While designing the building we understand that we must comply with the *Americans with Disabilities Act (ADA)*. We are designing the building to accommodate children as well as adults with disabilities.

(Use additional sheets, if necessary)

Timetable for Making Improvements:

Our objective is to be operable by January 2019

(Use additional sheets, if necessary)

PROPERTY NARRATIVE

505 North 7th Street
Property Address

Proposed Job Creation:

With the opportunity for an expansion, we will offer employment to our growing company and provide help not only to the unemployment rate but allow families to provide for their household.

(Use additional sheets, if necessary)

Business Plan (attachment):

PLEASE SEE ATTACHED Proposal Response Narrative

(Use additional sheets, if necessary)

Financial Plan (attachment):

PLEASE SEE ATTACHED Proposal Response Narrative

(Use additional sheets, if necessary)

Exceptions to Request for Proposal (attachment):

N/A

(Use additional sheets, if necessary)

Signature of Buyer(s) Date

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	x	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	X	
Include proof of proper licensing as stated in proposal documents. **(NOT APPLICABLE).**	x	
Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents **(NOT APPLICABLE).**	**N/A**	
Proposal envelope is marked accordingly.	x	
Are three (3) complete proposal packages included (one original and two copies) and one electronic copy (PDF) on a USB Flash Drive of sealed proposals?	X	
Is each Addendum (when issued) signed and included?	x	

PLEASE SIGN AND RETURN WITH PROPOSAL_____

Request for Proposal

505 N 7th St

Fort Pierce, FL 34950

Owner: City of Fort Pierce

On Behalf of

DREAMCHASER PRESCHOOL LLC

A Florida Limited Liability Company

700 S 33rd Street

Fort Pierce, FL 34947

Table of Content

Company Overview……..

Intended Property Use…….

Renovation/Improvement after Acquisition……

Economic Impact…….

Proof of Funds……

Contract Documents……..

Dreamchaser Preschool, LLC

Company Overview

Dreamchaser Preschool LLC, is a Florida limited liability company was incorporated September 10, 2015. Company was previously operating under CANDYLAND CHILDREN CENTER LLC that was originally established on October 3, 2013. We have adopted word from Harriet Tubman to be a mission statement, *"Every great dream begins with a dreamer. Always remember, you have within you the strength, the patience, and the passion to reach for the stars to change the world."* At Dreamchaser we groom every child to reach for the star and to make a change in their community and the world. We have over one hundred and ten pupils currently at our facility. Our pupils are currently from new born to kindergarten. Our center offer childcare, VPK, after-school programs, summer camps, food service, transportation for participants. Our center is inclusive ELC participants at our center. Our facility includes fence playground, outdoor play stations in mulch covered area for pupils. Our staff is well trained and certified daycare candidates which consist of twelve fulltime and part-time employees. Our staff payroll is over $250,000 annually.

Part of our goal to acquire subject property is to aid in our facility expansion. Our future expansion is to include K-5th Grade pupils. This will provide increase in pupil and teacher ratio. Our expansion will add more jobs to the area, increase in tax base from additional staff and property taxes that will go towards our city budget.

The administrator and Owner, Maloma Peterkin has over 20 years working in childcare. It was out of this desire and passion that she has build a growing daycare service in the Fort Pierce community.

Intended Property Use

The property located at 505 N. 7th Street, Fort Pierce, Florida 34950 is owned by The City of Fort Pierce. The building is zoned for school or educational building. Dreamchaser Preschool LLC acquiring subject property will continue same use in expanding company. The educational services provided by our company will match existing use and will not need to be re-zoned.

Renovation/Improvement after Acquisition

Our intent is to make a cash offer on subject property for acquisition. We are currently in the process of establishing business line of credit for renovations and improvement. Our planned renovation and improvements will include:

1. Replace missing or damage air condition unit
2. Fence entire compound
3. Resurface driveway and parking lot
4. Add play station for pupils with mulch covered area.
5. Re-paint building interior and exterior.
6. Repairs windows and other exterior damages
7. Refinished floors
8. Update kitchen and bathrooms
9. Refinished basements
10. Change main entry door way.
11. Update landscape to add curb appeal.
12. Install security cameras and security alarm system.
13. Install local network and cable network.

Economic Impact

Dreamchaser Pre-School, LLC will have a positive economic impact within the City of Fort Pierce and surrounding area. Some of the impact include contributing to property tax collected by county and city for privately owned real estate. Increase job creation for area by hire 2- 5 more full and part-time employee that will increase employment taxes collect by state. We offer above minimum wages to our staff to lower staff attrition and retain dedicated and certified teachers and staff for our facility. The community will enjoy continued quality childcare and a more convenient location for child drop off and pick you.

Proof of Funds

Contract Documents

Child Care Facility
Certificate of License

Name of Facility: Dreamchaser Preschool, LLC

Certificate Number: C19SL0162 County: Saint Lucie

Address: 700 South 33rd Street

City: Fort Pierce Zip: 34947

Owner: Dreamchaser Preschool, LLC

The Department of Children and Families being satisfied that this child care facility has complied with Chapter 65C-22, Florida Administrative Code, Child Care Facility Standards, adopted by the Department and authorized in sections 402.301-402.319, Florida Statutes, approves an Annual license to operate this child care facility.

This certificate is effective

December 30, 2017 Through **December 29, 2018**

This license may be revoked or suspended for cause.

Maximum Licensed Capacity: 126

Hours of Operation:

Mon	Tue	Wed	Thu	Fri	Sat	Sun
06:30AM	06:30AM	06:30AM	06:30AM	06:30AM		
06:00PM	06:00PM	06:00PM	06:00PM	06:00PM		

Region Administrator or Designee

Annual

State of Florida

Licensing Agency:
Department of Children and Families, Child Care Regulation & Background Screening

337 North US Highway 1
Fort Pierce, Florida 34950
(772) 467-3178

CF-FSP 5115

Scanned by CamScanner

City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
DREAMCHASER PRESCHOOL LLC 784 SW ATLANTUS AVE PORT ST LUCIE FL 34983	DREAMCHASER PRESCHOOL LLC

Business Location*: 700 S 33RD ST

***This business tax receipt is valid at this location only.**

Date Issued	Expiration Date	Control Number
September 01, 2017	September 30, 2018	0043916

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
18-00027579	CHILD CARE CENTERS>5 CHILDREN	CHILD CARE CENTER

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

Tax Amount	$63.67
New/Renewal Fee	$5.00
Penalty	$0.00
Total	$0.00

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the hold has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.

THE SUNRISE CITY FORT PIERCE Florida

Scanned by CamScanner

Florida Department of Children and Families Child Care Services

certifies that

Maloma Peterkin

has successfully met all requirements for the

Florida Child Care and Education Program Director Credential

Level I

Renewal

Active Date:
06/06/2016

VPK Endorsed

Certificate No:
5082792

Inactive Date:
06/06/2021

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

MYFLFAMILIES.COM

Director
Office of Child Care Regulation and Background Scree

Scanned by CamScanner

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2017 - 2018

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #10 Receipt #1019451

Type of business 8351 DAY/CHILD CARE (Daycare/Preschool)

Expires SEPTEMBER 30, 2018

DBA name

Business Dreamchaser Preschool LLC

Mailing address: Dreamchaser Preschool LLC
C/O Maloma Peterkin
784 SW Atlantus Ave
Port St Lucie, FL 34983

Business location: 700 S 33rd St
Fort Pierce, FL 34947

RENEWAL

City of Fort Pierce

C19SL0162
L15000150990

Original tax: $27.55
Penalty:
Collection cost:
Total: $27.55

Paid 09/01/2017 27.55

0122-20170901-001276

Scanned by CamScanner

August 7, 2018

CITY FORT PIERCE

SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7TH STREET

RFP NO. 2018-049

ADDENDUM NO. 1

The purpose of this addendum is to schedule a site-visit, provide modifications and clarifications to the specification, and to include the property appraisal.

SITE-VISIT

All potential bidders are encouraged to attend in order to become familiar with the site conditions. Attendance is optional.

The site-visit will take place:

10:00AM – 12:00PM, MONDAY, AUGUST 13, 2018

MODIFICATIONS/CLARIFICATIONS TO SPECIFICATIONS

1. **QUESTIONS:** Is this a residential or commercial property?
   ANSWERS: The property was last used for a day care but has a residential zoning of R4.

2. **QUESTIONS:** Do you know the sale price?
   ANSWERS: The City Commission typically entertains offers within 10% of the purchase price. Please see the Appraisal information.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Maloma Peterkin
Typed or Printed

Company Name: DREAMCHASER PRESCHOOL, LLC

Address: 700 S 33rd Street – Fort Pierce, FL 34947

Date: August 22, 2018

/gc

Attachments: **Property Appraisal**

AN APPRAISAL REPORT
OF THE FORMER DAYCARE FACILITY
LOCATED AT
505 NORTH 7TH STREET
FORT PIERCE, FL

PREPARED FOR

THE CITY OF FORT PIERCE

AS OF

AUGUST 23, 2017

PREPARED BY

THOMAS A. OSTEEN, MAI, SRA

AND

COOPER OSTEEN
ST. CERT. GEN. RZ3707

OSTEEN APPRAISAL SERVICES INC.

REAL ESTATE APPRAISERS AND CONSULTANTS
LICENSED REAL ESTATE BROKERS

THOMAS A. OSTEEN, MAI, SRA
ST.CERT.GEN.REA RZ174

112 ORANGE AVENUE
FT. PIERCE, FL 34950

FT.PIERCE (772) 461-3363
FAX (772) 489-2393
OFFICE@OSTEENAPPRAISAL.COM

August 24, 2017

Rebecca Grohall
Planning Director, City of Fort Pierce
Fort Pierce, FL 34950

RE: An appraisal report of the former daycare facility that is now vacant located at 505 North 7th Street in Fort Pierce, FL.

Dear Ms. Grohall:

As you requested on behalf of the City of Fort Pierce, we have completed an appraisal of the above referenced property. The purpose of the appraisal is to estimate the Market Value to the Fee Simple Title to the property as of the effective appraisal data, or August 23, 2017. The client and intended user of the appraisal is The City of Fort Pierce. The City of Fort Pierce will be utilizing the appraisal for internal decision making involving the subject, which is owned by the City of Fort Pierce.

The subject of the report is a vacant 9,432 square foot institutional type facility located near downtown Fort Pierce on the west side of North 7th Street. The building was previously occupied by Head Start daycare facility, but has been vacant for the past several years. The building is CBS construction and although it is older and requires some updating, it is adaptable to various uses that are either in tune with the site's existing R-4 zoning, or that are possibly available through conditional use avenues.

We note that the assignment was completed with an original inspection date of July 25, 2017. However, at that time the ground level of the subject building was not available for access due to unsanitary conditions. The facility has since been cleaned and was re-inspected on August 23, 2017. There was also additional information available on a previous listing of the subject property, which was not disclosed to us by the agent. The client has provided additional information on that listing. The client requested that the physical status of the subject building after cleaning and information on the subject's previous listing be incorporated into a revised appraisal. This report is being completed for that purpose and utilizes an effective date of August 23, 2017, which is the date of the last property inspection.

We certify that, to the best of our knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount that would result in approval of a loan.

Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for State Certified Appraisers and the current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation.

The following appraisal report complies with all regulations issued by the appropriate regulatory entities, regarding the enactment of Title XI of the Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA). The Market Value estimate is predicated on the assumption that the normal marketing period has already taken place. We estimate that it should take up to six months to market the property based on our estimate of value.

A description of the property appraised, together with an explanation of the appraisal procedures utilized, is contained in the body of this report.

Respectfully submitted,



Thomas A. Osteen, MAI, SRA
State Certified General Real Estate Appraiser, RZ174



Cooper Osteen
State Certified General Real Estate Appraiser, RZ3707

TABLE OF CONTENTS

TABLE OF CONTENTS V

LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS 7

EXECUTIVE SUMMARY 9

INTRODUCTORY COMMENTS 10

- INTENDED USER, INTENDED USER 10
- PREVIOUS APPRAISAL / ADVISORY SERVICES INVOLVING THE SUBJECT 10
- MARKET VALUE 10
- INTEREST APPRAISED 13
- DEFINITION OF FEE SIMPLE TITLE 15

IDENTIFICATION OF PROPERTY 15

SCOPE OF APPRAISAL 15

LEGAL DESCRIPTION 16

HISTORY OF OWNERSHIP 16

SUMMARY OF NEIGHBORHOOD DATA 17

SUMMARY OF THE SUBJECT SITE 22

- SITE CHARACTERISTICS 22
- ZONING & LAND USE 22
- BOUNDING PROPERTIES 23
- TOPOGRAPHY 23
- HAZARDOUS WASTE SITES 23
- EASEMENTS 23
- DEED RESTRICTIONS 23
- 2016 ASSESSMENT AND TAXES 23

SUMMARY OF IMPROVEMENTS 25

- SITE IMPROVEMENTS 27

HIGHEST AND BEST USE 30

- CONCLUSION - AS VACANT 31
- CONCLUSION – AS IMPROVED 32

THE APPRAISAL PROCESS 33

SALES COMPARISON APPROACH 35

- PREFACE 35
- UNIT OF COMPARISON 35
- DISCUSSION OF ADJUSTMENTS 37
- VALUE CORRELATION 38

RECONCILIATION 42

EXPOSURE PERIOD 43

CERTIFICATION **44**

QUALIFICATIONS OF THOMAS A. OSTEEN, MAI, SRA **46**

QUALIFICATIONS OF COOPER OSTEEN, ST. CERT. GEN. RZ3707 ..... **47**

LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS

1. The value given in this appraisal report represents the opinion of the signer as to the Value AS OF THE DATE SPECIFIED. Values of real estate are affected by an enormous variety of forces and conditions will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.

2. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.

3. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made unless so stated.

4. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.

5. Information as to the description of the premises, restriction, improvements and income features of the property involved in this report has been submitted by the applicant for this appraisal, or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in this report.

6. The physical condition of the improvements described herein was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of the same. The property is assumed to be free of termites and other destructive pests.

7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by any one but the applicant without the previous written consent of the appraiser or the applicant, and in any event only in its entirety.

8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA and MAI designations.

9. The appraisers herein, by reason of this report are not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.

Limiting Conditions and Underlying Assumptions (continued)

10. The Contract for the appraisal of said premises is fulfilled by the signatories hereto upon delivery of this report duly executed.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report.

12. It is assumed that all licenses, certifications of occupancy, consents, or other legislative or administrative authority from local state or national government, or private entity or organization, have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

13. The appraisal expresses the opinion of the signers and is not contingent upon a predetermined value. Neither the employment to make the appraisal nor the compensation in any way determined the amount of the valuation reported.

14. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraisers have no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, ureaformaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required discovering them. The client is urged to retain an expert in this field, if desired.

EXECUTIVE SUMMARY

Type of Property	Institutional design / Former Daycare that is now vacant and awaiting continuation of the previous use or conversion to an alternative use.
Location	505 North 7th Street
Effective Date of the Appraisal	August 23, 2017
Date of Transmittal	August 24, 2017
Previous Appraisal / Advisory Services Involving the Subject	No previous valuation services.
Property Rights Appraised	Fee Simple
Highest and Best Use As Vacant	Multi-family, institutional, or office development.
Highest and Best Use As Improved	Existing use; revamping of the building improvements to support institutional or office usage.
Zoning	R-4; Medium Density Residential
Site Size	29,800 SF
Building Size	9,432 SF (Includes finished and partially finished area on 1st and 2nd level)
Intended Use/Intended User	The appraisal will be utilizing the appraisal for internal decision making. The client and intended user of the report is the City of Fort Pierce.
Exposure Period	12 Months
Market Value to the Fee Simple Title as of July 25, 2017	$190,000

INTRODUCTORY COMMENTS

Intended User, Intended User

The intended user of the report is the City of Fort Pierce. The City of Fort Pierce will utilizing the report for internal decision making involving the subject property, which is owned by the city.

Previous Appraisal / Advisory Services Involving the Subject

We have not been hired to perform any valuation related services involving the subject within the past three years prior to being hired to complete the current assignment for the City of Fort Pierce.

Market Value

Section 1110 of Financial Institutions Reform, Recovery, and Enforcement Act's (FIRREA) instructions to the Office of Thrift Supervision uses the definition of Market Value below as developed by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and adopted by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.

> "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> a. buyer and seller are typically motivated;
>
> b. both parties are well informed or well advised, and acting in what they consider their best interests;
>
> c. a reasonable time is allowed for exposure in the open market;
>
> d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
>
> e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Source: Financial Institutions Reform, Recovery and Enforcement Act (FIRREA), Title XI. "Appraisal Reform Amendments", dated August 9, 1989.

SUBJECT PHOTOS

SUBJECT FRONT



SUBJECT REAR



TYPICAL INTERIOR



KITCHEN



INTERIOR HALLWAY



7TH STREET



CEDAR PLACE



REAR PARKING



Interest Appraised

The interest appraised herein is the Fee Simple Estate of the Subject Property. See Extraordinary Assumptions related to this item.

Definition of Fee Simple Title

The Dictionary of Real Estate Appraisal (Fifth Edition 2010), by the Appraisal Institute, defines Fee Simple Estate on page 78 as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

IDENTIFICATION OF PROPERTY

The subject is a 9,432 square foot (Finished & Partially Finished 1st and 2nd Level Area) concrete block facility located on the north side of 7th Street near downtown Fort Pierce. The property was formerly utilized as a daycare facility (Head Start) but is now vacant and owned by the City of Fort Pierce. The property was constructed in 1950 and has adaptability to various forms of institutional or light commercial uses, pending conditional use approval in some cases.

SCOPE OF APPRAISAL

In estimating value, only the Sales Comparison Approach is used. This is the only reliable valuation method that accurately portrays market interaction.

The reliability of the Cost Approach is negatively impacted by the older age of the subject's improvements. Additionally, we are finding that market participants are not gauging value in the marketplace by methods that pattern the Cost Approach. Buyers and sellers are relying on comparable sale transactions and active listings to gauge value. Thus, the Cost Approach is omitted.

The Income Approach is omitted since the subject property has primary appeal to owner occupants. Properties in the subject's market segment are not typically traded on the basis of income generation potential and the Income Approach is excluded as a result.

Information regarding the valuation was obtained from several sources, including public records of St. Lucie County, governmental agencies of St. Lucie County and the City of Fort Pierce, members of St. Lucie County Board of Realtors, Loopnet, and market participants. Data was obtained both in documented format as well as from personal interviews with individuals in the marketplace and/or associated with the government. Presentation, as well as discussion of this data, is included in the body of this report. Tax records are used in establishing the size of the improvements.

The assignment was completed with an original inspection date of July 25, 2017. However, at that time the ground level of the subject building was not available for access due to unsanitary conditions. The facility has since been cleaned and was re-inspected on August 23, 2017. There was also additional information available on a previous listing of the subject property, which was not disclosed to us by the agent. The client has provided additional information on that listing. The client requested that the physical status of the subject building after cleaning and information on the subject's previous listing be incorporated into a revised appraisal. This report is being completed for that purpose and utilizes an effective date of August 23, 2017, which is the date of the last property inspection.

LEGAL DESCRIPTION

The subject's legal description was taken from the St. Lucie County Property Appraiser's office as follows:

FEE AND MAY`S RE-S/D BLK K LOTS 1, 2, 3, 18, 19 AND 20 (MAP 24/10C)

HISTORY OF OWNERSHIP

The subject property is currently owned by:

City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954

According to Saint Lucie County property records, there have been no recent sales or transfers of the subject property.

The subject property was listed in the MLS system for sale by Coldwell Banker 9/9/2016 for a price of $120,000, or $12.72 per square foot. (Based on Primary Floor Area) The client reported to us that listing or a price was never approved by the owner. The subject was part of a larger portfolio that was listed for sale, although there was never a formal listing agreement completed involving the subject property. The city became aware of the listing as offers began to be submitted. The city commission declined all of the offers and subsequently withdrew the listing from the market disapproving of the listing price.

Listings can typically be utilized as a barometer of the upper end of the market. However, this is not necessarily true in the subject's case as the listing price was not agreed to or approved by the seller. The agent did reported receiving several offers on the property including some at or near the listing price. Evaluating the conditions surrounding this particular listing, the price is likely more indicative of a lower value boundary than an upper boundary.

Because of the unique circumstances involving the listing, any information related to the offering is used with caution and not weighted heavily in the valuation.

SUMMARY OF NEIGHBORHOOD DATA

The relationship of the subject property with surrounding properties forms the basis of neighborhood analysis. The 10th Edition of the Appraisal of Real Estate refers to forces, which influence property value as, "Social, economic, governmental, and environmental forces influence property values in the vicinity of a subject property, which in turn, directly affects the value of the subject property itself." Neighborhood analysis is thus a study of forces and factors, which will tend to influence the value of the subject property in the future. The subject neighborhood is broken down and analyzed as follows:

Neighborhood Boundaries

Neighborhood analysis requires identification of boundaries. The boundaries may be defined by complimentary land uses, social factors, economic, or physical boundaries. In the case of this appraisal assignment, the neighborhood is largely comprised of northern Fort Pierce; this area is mostly contained west of US Highway 1, north of Okeechobee Road and Delaware Avenue, and south of the C-25 canal. The western boundary is defined by Hartman road in the southern portion of the neighborhood and Angle Road in the northern portion of the neighborhood.

Road Linkages & Neighborhood Overview

The subject neighborhood is located in northern Fort Pierce, a city of approximately 40,000 that largely grew out of marine related activity following its incorporation in 1901. The city is located approximately mid-way between Orlando and Miami and is considered to be in an outlying area relative to large metropolitan development. Northern Fort Pierce is associated with some of the earliest, dense residential growth in the city. This area is now generally characterized by older housing of modest design standards relative to newer development in the city. The neighborhood is of typical layout, with interior portions containing a high concentration of rooftops and commercial uses seen along neighborhood boundaries and secondary feeder streets that are geared towards serving nearby residents.

Orange Avenue is a primarily a four lane State Road with an interstate interchange approximately 3 miles west of the subject. It runs from Interstate 95 to the west to US Highway 1 to the east, which is the county's most developed commercial corridor. Traffic loads along Orange Avenue range from approximately 10,000 cars per day to 17,000 cars per day in various stretches between Interstate 95 and US Highway 1.

US Highway 1 is the primary north/south corridor in the eastern portion of the Saint Lucie County and represents the eastern neighborhood boundary. An abundance of highway oriented commercial uses are found on this highway, whose traffic loads are in excess of 25,000 cars per day in most areas of the subject neighborhood. Access into the interior

portions of the neighborhood from US Highway 1 is by way of Orange Avenue, Avenue D, Delaware Avenue, in addition to a network of smaller off streets like Avenue E, Avenue M, etc. The subject is located in the northeastern section of the neighborhood two blocks west of US Highway 1 at Avenue E & 7th Street.

Residential Overview

As outlined, the subject neighborhood is largely comprised of dense residential populations associated with early Fort Pierce development.

Commercial & Industrial Uses

Commercial land uses in the neighborhood are concentrated along major corridors of Orange Avenue, US Highway 1, and South 25th Street. These streets house the neighborhood's most desirable commercial land due to having the heaviest exposure and being easily accessible for residents in basically any portion of the neighborhood. Secondary feeder streets of 33rd Street, Angle Road, Avenue D, and Delaware Avenue are less densely developed but contain a mix of commercial and residential uses. Commercial corridors are outlined below:

- Orange Avenue provides primary access through the central portion of the neighborhood and is the only traffic linkage running from the interstate to US Highway 1 in the neighborhood. Orange Avenue goes on to provide access into the Fort Pierce downtown area and waterfront districts of Fort Pierce. Orange Avenue is a mature commercial corridor without an adequate supply of vacant land left for development. Commercial development is generally characterized by older buildings, primarily housing local tenants. There are several strip centers located in the area, in addition to an abundance of free standing building occupied by users such as Universal Sign Company, Perry Music, Ramallah Grocery, etc. Limited commercial development is also seen on secondary streets that intersect Orange Avenue, primarily comprised of small local retail or service businesses. In its easternmost portion, Orange Avenue has seen heavy investment activity over the past year with investors looking to eventually capitalize on the westward expansion of the downtown area. Investors are actively pursuing city support for the improvement of several buildings in the area to establish an art district. Acquisitions to this point have been focused at or east of 7th Street near Orange Avenue. This activity has influenced surrounding areas like the subject, but has been concentrated near the Orange Avenue corridor, which lies 4/10 mile south of the subject property.

- South 25th Street is the neighborhood's western north/south corridor and contains a mix of commercial uses. Older residential uses are seen interspersed with commercial conversion properties and some newer development. By and large South 25th Street, like Orange Avenue, is characterized by older development. The 25th Street corridor served as a support corridor for early residential development in the city, and many original buildings are still in place.

- US Highway 1 is the county's primary north / south corridor and is located in the eastern portion of the neighborhood. This highway has the neighborhood's highest traffic loads and serves as a county traffic artery. A variety of commercial development is seen along US Highway 1 including gas stations, fast food restaurants, strip and free standing retail, offices, auto-repair, etc. This is generally a preferred corridor among larger credit tenants such as Publix, who anchors a shopping center just beyond the northeast corner of the neighborhood. Rental rates are at a premium to other neighborhood corridors along US Highway 1, and occupancy levels are higher to those along Orange Avenue and South 25th Street. The subject retains good access from US Highway 1.

- Avenue D is a fairly well traveled two lane road that has been the focal point of extensive city revitalization efforts. It also contains a fairly large amount of older, locally run commercial development.

- Both Angle Road and 33rd Street are primarily characterized as local residential feeder roads. Angle Road borders dense residential development to the east and contains a mix of residential, commercial, and industrial operations between Orange Avenue and Kings Highway. A pocket of industrial land use is seen in proximity to the Avenue D and Angle Road intersection including the south side of Metzgar Road, North 42nd Street, and Mariah Circle. Light industrial uses are mostly in form of below average quality warehouse buildings occupied by various types of tenants including vehicle repair, warehouse storage, recycling facilities, etc.

Downtown Fort Pierce

The subject lies within approximately 1/2 mile of the Fort Pierce Central Business District, accessed by continuing east along Orange Avenue. Much of the traffic flow along Orange Avenue originates to and from the downtown area. The core CBD is located to the east of US Highway 1, although a transition to office, professional, and retail uses has been seen moving westward, with the prevalence of this expected to increase over the next several years with the recent completion of a federal courthouse and deployment of private capital into the area.

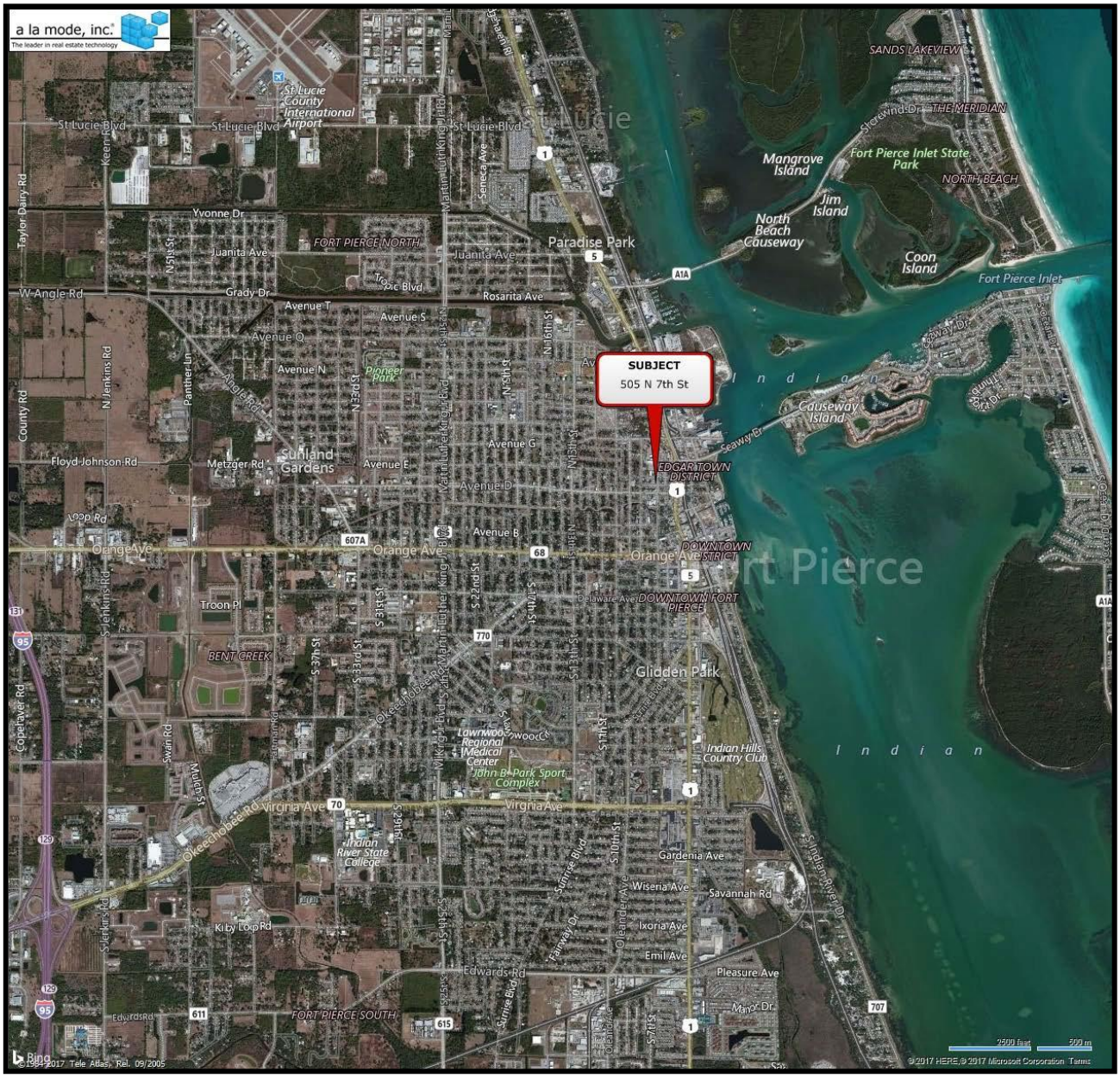
Market Conditions

The local economy and real estate markets have continued to recover in the aftermath of the recession. The improved commercial market has now at least reached stabilization locally in almost all areas. Prime and 2nd tier locations are experiencing upward pricing pressure for improved property in many areas. Fort Pierce continues to lag behind more favorably located commercial property in neighboring Port Saint Lucie and Vero Beach, although real estate activity is heightened in centralized areas of Fort Pierce and along primary corridors. This has included a significant uptick in investment purchases in and around the downtown area and a rise in land sale volume.

Summary

The neighborhood has historically experienced support from original Fort Pierce residential base. Market trends have shifted from declining to stable over the past 2 years. While the market has been in somewhat of a stagnant state over that time period in terms of volume and price movement, the most recent indicators are positive. The neighborhood is a fairly mature area with some positive fundamental influence including the downtown area, the Fort Pierce waterfront districts and the port, and a good road network.

NEIGHBORHOOD MAP



SUMMARY OF THE SUBJECT SITE

Site Characteristics

- ***Address:*** 505 North 7th Street
- ***Shape:*** Rectangular in shape
- ***Dimensions:*** Approximately 200'X150'
- ***Frontage:*** The subject has approximately 200' frontage along North 7th Street. The northern and southern property borders each maintain approximately 150' frontage respectively along Avenue E & Cedar Place
- ***Total Land Area***: 29,800 SF
- ***Access***: No formal access from North 7th Street. There is an access drive that flows into the parking lot from Cedar Place and exits on Avenue E. There is also a separate parking lot that is entered and exited from Avenue E.
- ***Main Corridor***: US Highway 1 is located 2 blocks east.
- ***Fema Flood Zone***: Flood zone "X", Map Panel 12111C0179J (2/16/2012)
- ***Census Tract***: Census Tract 3801
- ***Utilities***: Water, sewer, electric, garbage provided by FPUA

Zoning & Land Use

The subject property is zoned R-4 by the City of Fort Pierce. This is a medium density residential zoning designation that makes allowances for a variety of land use either through semi-restricted uses or conditional uses including single and multi-family use, generally below densities of 10 units per acre, limited neighborhood oriented commercial uses, and certain types of institutional uses. Semi-Restricted uses include single family use, duplexes, triplexes and quadraplexes, multi-family housing developments, townhome dwellings, etc. Conditional uses present some additional potential use avenues, although these types of uses must be approved. These include community centers and non-profit clubs, churches, schools, and daycare centers, neighborhood commercial uses, etc. Based on our interviews with the city planning department, the subject previously had a conditional use permit for operation as a daycare facility, but that permit has expired due to the length of time the property has been non-operational.

This section of the property has a land use classification of the subject property is RME, Medium Density Residential. The current zoning of the site is compatible with the land use classification. This is also intended to primarily encourage a variety of residential uses, in addition to making allowances for some other types of institutional or light commercial use in selected areas.

Bounding Properties

The subject is bounded by residential homes to the east and west, a non-profit center to the south, and a medical office to the north.

Topography

The subject site slopes downward from east to west. The site is otherwise clear.

Hazardous Waste Sites

No hazardous waste was noted by the appraiser. However please refer to item #14 of the Limiting Conditions and Underlying Assumptions of this report.

Easements

No adverse easements are known to exist. We are not aware of any access easements in place either through or to the subject property.

Deed Restrictions

There are no known deed restrictions that hinder the development of the site.

2016 Assessment and Taxes

According to the St. Lucie County tax records, the subject property is assessed as follows:

Parcel ID Number	Just / Market	Assessed	Taxes
2410-601-0134-000-8	$352,600	$202,180	$0

The owner is a tax exempt authority. The assessed value of $202,180 is well above our estimate of market value. Taxes would be expected to rise substantially if the property were purchased by a non-tax exempt party, although the subject may be a candidate for a tax appeal if the assessment were to remain in its current range.

SITE MAP



SUMMARY OF IMPROVEMENTS

Building improvements were constructed in 1950 according to tax records. The building is comprised of several different sections that were formally utilized for different functions of the daycare center that was operating from the property. Exterior building features are outlined as follows:

- Flat and Gable Style Roof
- Concrete block construction
- 2-Level
- Wood Sub-Floor in Upper Level
- Window and Roof Mounted Individual A/C units

The subject property contains a total of 9,432 square feet including 2nd level finished space, and both the finished and partially finished space on the first level. There is additional, what basically amount to basement space on the first level, but that is excluded in the summation of primary building square footage. The subject's 9,432 square foot total, is what we considered to be primary building square footage that offers utility for operations that would typically occupy the building.

Interior / Configuration

The interior of the building is basically divided into four sections: The office wing, classroom & multipurpose, kitchen & dining, and the lower level. Upper and lower levels are located in the southern and western sections of the building. Lower levels are ground height like the upper level because of the site's downward slope from east to west, but must be accessed via a narrow stairwell on the interior. The lower level can be access from the exterior also at ground level.

Office Wing: The office wing is located at the southern end of the facility and contains roughly 1,276 square feet on the main (Upper) floor. This area is comprised of four offices and one restroom. The finishes are fair in quality and includes tile and low quality carpet floors, acoustical tile ceilings, fluorescent lighting and painted drywall. The interior conditions is rated as being well below average and the building will require updating / renovation prior to occupancy. The office wing includes a hallway.

Kitchen / Dining / Other: The kitchen and dining area are located in the western section of the building on the main (Upper) level. These areas contain similar finishes to the office wing; there is a dedicated kitchen area and large open dining room. This section of the building contains a larger classroom area at its northern end. Two restrooms are located in this portion of the building and are accessible by a hallway. This area contains roughly 2,025 square feet including the hallway, which has concrete flooring.

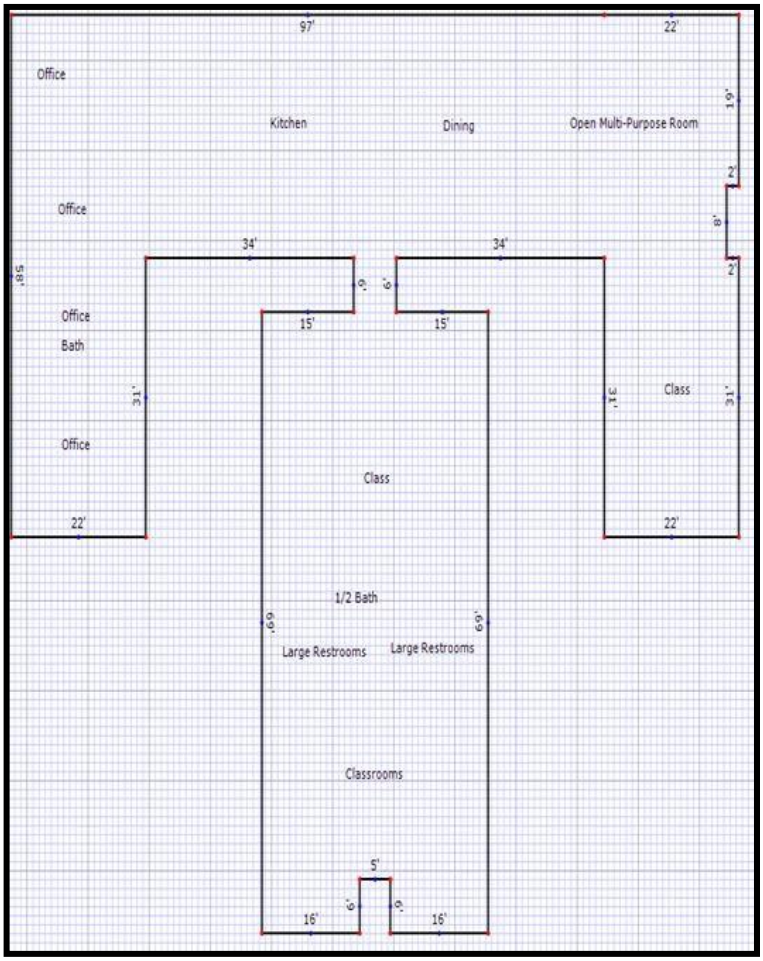
Classrooms / Multi-purpose: Classrooms and other rooms are located in two wings located at the central and northern portion of the building. The central wing contains a classroom, large sized children restrooms, a ½ bath, and a recreational or multi-purpose room. The northern wing contains a large open room. In addition to similar deferred maintenance observed throughout other areas of the building, the central section of this building area appeared to contain damage to the sub-floor structure. These areas contain a total of approximately 3,825 square feet.

Lower Level: The lower level contains 2,306 square feet of finished and semi-finished space. Approximately ½ to 2/3'rds of this space is similar to 2nd level finishes with 3 individually partitioned offices or classrooms and a restroom. There is also what appears to have been previously utilized as a laundry room, and storage space. The balance of space is basically classified as storage space with concrete floors and lower ceiling heights. The lower level has additional area that is considered basement with dirt floors, but this area holds no real utility due to lack of finishes and the fact that the ceiling height drops from south to north as the slope of the ground moves upward.

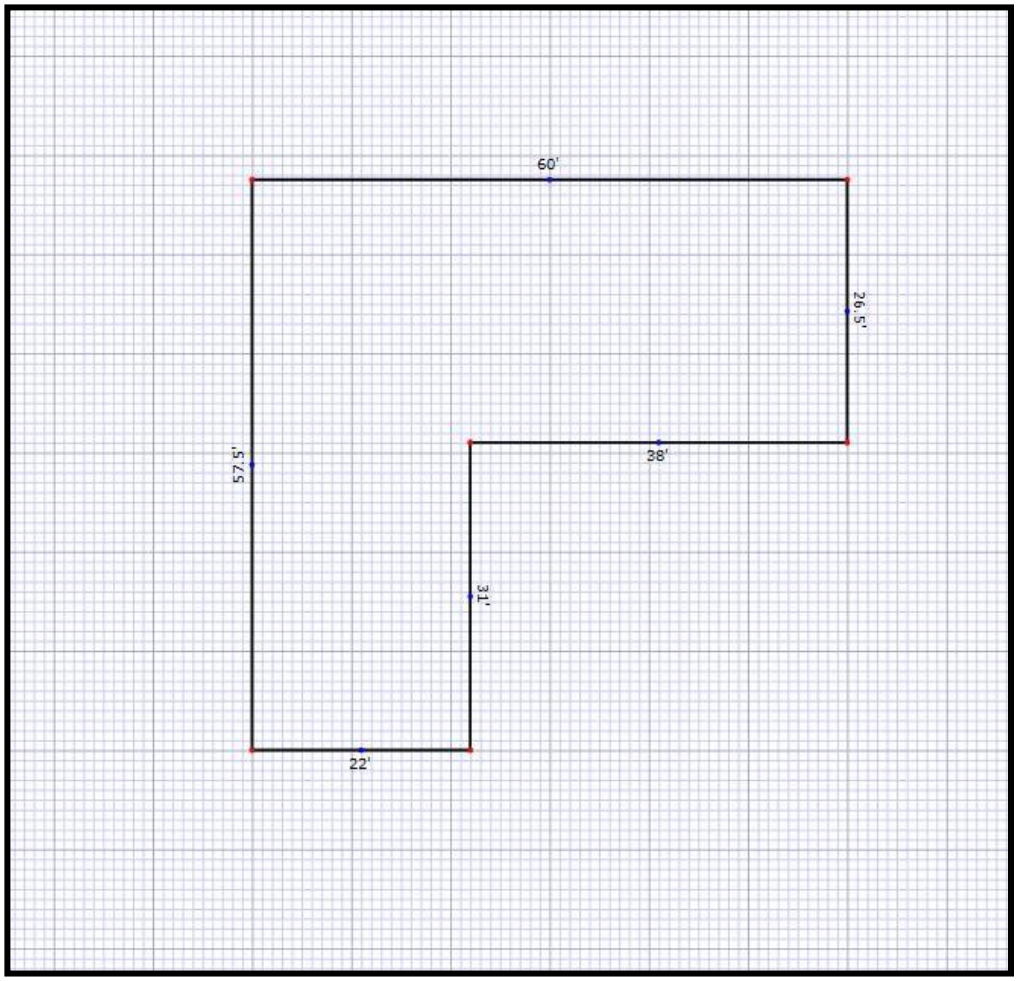
Site improvements

The subject contains access off of Cedar Place and an asphalt paved parking area that exists onto Avenue E. The property has approximately 13 bumpered parking spaces in this area. There is a separate small parking area on the northern side of the building that can be access by vehicle and that has a wheelchair ramp into the building. The front yard is fenced.

BUILDING SKETCH



LOWER LEVEL USEABLE AREA



HIGHEST AND BEST USE

The value of real property is of course directly related to the use to which it can be put. It follows that a particular parcel may have several different levels under alternative uses. Accordingly, the property appraised herein is appraised under its Highest and Best Use which is defined as:

> The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property - specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

The source of this definition is the Dictionary of Real Estate Appraisal, Fifth Edition, Page 93.

In order to establish the highest and best use of the property, several factors must be considered. These elements pertain to features such as size, zoning, location, access, utilities, trend of surrounding development, and demand. Demand for the end product is the criteria judging whether or not it is feasible to construct at the present time. The highest and best use analysis follows on the next page.

Conclusion - As Vacant

- Legally Permissible: The subject is zoned for residential usage in various forms, in addition to limited commercial uses or alternative institutionally related use. Outside of traditional residential development, most of the other uses allowed in this zone are through conditional use channels, meaning they must receive city approval. We have analyzed the factors that are generally evaluated in the city's approval process for a conditional use and spoken with the city regarding the subject's likelihood of being able to support institutional or limited commercial use. This portion of the site is just off of US Highway 1 and fronts 7th Street. Similar locations in the neighborhood are peppered with institutional and neighborhood oriented commercial uses. Considering all factors, the subject is a good candidate for use flexibility outside of the residential realm, as evidenced by its previous approval for operation of a daycare facility.

- Physically Possible: The subject is 29,800 square feet, a sufficient size to allow for various forms of development in tune with zoning. The site has adequate accessibility and has access to utilities. The site slopes downward from east to west, a factor that could require special development attention depending on building size and layout.

- Financially Feasible: The localized real estate market has seen improvement and been best characterized as stable over the past 24 months. The subject has potential, through zoning, to support commercial usage, various forms of residential development, or institutional usage. Prices in these market segments do not yet justify new development with a profit incentive. Therefore, the subject site should be left vacant in an interim use until market conditions improve and price increase.

- Maximally Productive: Because of the subject's size and location, it may experience demand for development outside of the typical residential / multi-family realm. Churches, daycares, or schools are likely front-running uses since the supply of land that is well applied to these types of uses is in greater scarcity than that applicable to typical residential development. As development feasibility returns to the market, these uses should be classified as frontrunners in terms of productivity. The subject also has capacity for typical multi-family development, which may also represent a productive use of the property over a 1 to 3 year horizon.

Conclusion –As Improved

The existing improvements contribute value to the vacant site and are considered the highest and best use. The existing improvements, however, are at the point of rehabilitation or use conversion. There are some items that need immediate repair attention to preserve the structural integrity of the building such as floor areas that were observed to be soft or in otherwise compromised condition. Outside of this, the market will demand varying degrees of updating and replacement of building systems and finishes prior to new operations.

The use of the building will be the driver in terms of what type renovations and updates will be required. The subject is likely best geared towards a use similar to the last one in the building, which was a childcare facility. This or a related use is initially recognized as favorable since avoiding a change in use will likely trigger less building code regulations than a change in use. Secondly, the subject is configured in a manner that is conducive to this type of use. While the building requires updates, the general layout is favorable for childcare facilities or pre-schools.

The subject has physical adaptability to other uses including offices or other forms of institutional use like ALF's or churches. However, the feasibility of uses that require significant physical modification in addition to likely triggering additional building code regulations is questionable.

THE APPRAISAL PROCESS

The valuation process is the orderly program in which the data used to estimate the value of the subject property are acquired, classified, analyzed, and presented. The first step in the process is to define the appraisal problem - i.e., identify the real estate, the effective date of the value estimate, the property rights being appraised, and the type of value sought. Once this has been accomplished, the appraiser collects and analyzes the factors that affect the market value of the subject property. These factors are addressed in the area and neighborhood analyses, the site and improvement analysis, and the Highest and Best Use analysis, and in the application of the three approaches to value. Appraisers generally use three approaches to value: The Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach.

The first approach is the Cost Approach to value. Accrued depreciation is deducted from the cost new of the improvements and this figure is added to the land value to indicate the value of the whole property. Generally, land value is obtained through sales comparison. The reproduction cost new of the improvements is estimated based on current prices for component parts of the building less depreciation, which is computed by analyzing the disadvantages of deficiencies of the existing building as compared to a new building. The Cost Approach is excluded from this assignment as outlined in the scope of work.

The Sales Comparison Approach is used to estimate the value of the land as though vacant and/or the property as improved. The appraiser gathers data on sales of comparable properties and analyzes the nature and conditions of each sale, making logical adjustments for dissimilar characteristics. Typically, a common denominator is found. For land value, the unit of comparison is usually price per square foot or price per acre; for improve properties, it may be price per square foot, price per unit, or a gross rent multiplier. The Sales Comparison Approach produces a good indication of value when sales of similar properties are available. The Sales Comparison Approach is utilized in this assignment.

The Income Approach is predicated on the assumption that a definite relationship exists between the amount of income a property can earn and its value. In other words, value is created by the expectation of income benefits to be derived in the future. In this approach, the anticipated annual net income is stabilized and then converted into a value estimate by division using a market derived overall. The Income Approach is not used in this assignment.

The final step in the valuation process is the reconciliation or correlation of the value indications. In the reconciliation, the appraiser considers the relative applicability of each of the approaches used, examines the range of the value indications, and gives most weight to the approach that appears to produce the most reliable solution to the appraisal problem. The purpose of the appraisal, the type of property, and the adequacy and reliability of the data are analyzed; also considered in assessing the reliability of each approach to value. To apply the three approaches to value, information pertaining to the

fair market value of the subject property must be derived from the market because the appraiser seeks to anticipate the actions of buyers and sellers in the market.

SALES COMPARISON APPROACH

Preface

The Dictionary of Real Estate Appraisal (Fifth Edition), by the Appraisal Institute, defines Sales Comparison Approach on page 176 as follows:

> "The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison."

Unit of Comparison

The unit of comparison most widely used in the valuing commercial buildings of the subject's type is the sale price per square foot of building area. Note that the subject's square footage of 9,432 includes certain areas of higher and lower utility levels. These are evaluated on blended basis and the subject's quality and condition ratings reflect a net balance of all of the space included in the total 9,432 squrae feet of primary buiding area.

In our search for sales, we have attempted to locate sales that are in similar locations and that are similar in highest and best use challenges to the subject. The data is outlined on the next page and is followed by a discussion of adjustments and the value correlation:

SUMMARY OF SALES					
	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4
LOCATION	505 North 7th Street	912 Avenue I	827 Sunrise Boulevard	500 Orange Avenue	302 North 23rd Street
	Fort Pierce, FL	Fort Pierce, FL	Fort Pierce, FL 34950	Fort Pierce, FL	Fort Pierce, FL
SALES PRICE / LISTING PRICE	$200,000	$ 125,000	$145,000	$ 139,000	$ 129,000
CASH EQUIVELENCY ADJUSTMENT	-	$ -	-	$ -	$ -
CASH EQUIVELENT SALE PRICE	$200,000	$ 125,000	$145,000	$ 139,000	$ 129,000
ARM'S LENGTH SALE	Expired Listing	Yes	Yes	Yes	Yes
PROPERTY RIGHTS	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
OR BOOK/PAGE	N/A	3756, 520	N/A	4003, 2339	3919, 1346
SALE DATE	Expired 9/19/2016	May-15	Jul-17	May-17	Sep-16
SITE SIZE (SF)	29,800	24,375	20,669	18,924	32,025
ZONING	R-4	R-4	R-4	C-3	R-3
ADJUSTED BUILDING AREA (SQ.FT.)	9,432	5,258	2,816	7,161	6,597
LAND TO BUILDING RATIO	32%	22%	14%	38%	21%
QUALITY	Fair	Average	Average	Average	Average
AGE / CONDITION	1950 / Fair	1987 / Average-	1925 / Average-	1935 / Average-	1954 / Average
SALE OR LISTING PRICE / SF	**$21.20**	**$23.77**	**$51.49**	**$19.41**	**$19.55**
ADJUSTMENTS					
Market Conditions	-20%	10%	0%	0%	0%
Adjusted SP/SQ.FT	$16.96	$26.15	$51.49	$19.41	$19.55
Location	0%	0%	-10%	-10%	10%
Design / Quality	0%	-10%	0%	-10%	0%
Age / Condition	0%	0%	0%	0%	-15%
Zoning	0%	0%	0%	-5%	0%
Building Area	0%	-10%	-25%	0%	-10%
Site Improvements / Site Coverage	0%	0.0%	-10%	0%	0%
Net Adjustment	0%	**-20.0%**	-45%	**-25%**	**-15%**
Adjusted S.P./SQ.FT.	**$16.96**	**$20.92**	**$28.32**	**$14.56**	**$16.62**

Discussion of Adjustments

- **Conditions of Sale**: The conditions surrounding each sale were initially analyzed. We determined that there are no adjustments necessary for sales in this data set. The subject's expired listing is adjusted downward for conditions of sale as a sale agreement was not able to be reached. Only a moderate conditions of sale adjustment is necessary based on our conversations with the listing agent regarding the property. We point out that offers to purchase were made during the listing period.

- **Market Conditions:** The market has shown improvement in various sectors since 2014. However, the institutional market is low in volume and older institutional properties in similar neighborhoods have lacked price improvements seen in higher volume market segments. Only a moderate adjustment is made to Sale 1 as there has been some level of improvement in the market since Mid-2015 that can be evidenced through data in other market segments. Other sales are either newer or there has otherwise been no discernable price improvements since their closing.

- **Sale 1:** Sale 1 is a multi-purpose facility that has been marketed as a group home, ALF, and recovery center. The property is best geared for institutional uses and has overlap in highest and best use with the subject. The location is similar, but Sale 1 is a more modernized facility that is considered to be of better quality than the subject. This sale's condition is similar to the subject. Adjustments are made to reflect these differences. Other characteristics between Sale 1 and the subject are similar.

- **Sale 2**: Sale 2 is also a former childcare facility that was being marketed for its ability to support institutional usage or office usage. The property was last occupied by the Daniel M Foundation, which specialized in the care of children with learning disabilities. The property, like the subject, requires substantial updating / renovation to support most uses. That said, it is much smaller than the subject, a factor that results in higher prices per unit. Particularly when substantial renovations are required, larger properties become much more costly on a gross price / cost level and the market becomes much more limited. A substantial downward adjustment for size is necessary due to these influences. Sale 2 is located close to downtown like the subject, but receives better exposure along Sunrise Boulevard, a factor that makes it more appealing for most institutional uses. A downward adjustment is made for exposure, size, and yard area.

- **Sale 3**: Sale 3 is one of the more recent sales located in the immediate area of the subject, which involved the former post office building. The facility had been partially gutted and required re-building on the interior. The exterior was of better design and quality than the subject. Initially, a downward adjustment is made for

Sale 3's location along higher traffic Orange Avenue. This opens up the use possibilities for Sale 3 vs. the subject. This should result in a larger buyer pool and ultimately a higher price level. Sale 3 is also adjusted downward for its superior design and quality. The property is classified as being similar in condition. A downward adjustment is made for zoning. The impact of this may have been negated to some extent since the city was evaluating use proposals along with price as a consideration in selling the property. We were not privileged to the impact this had on price if any, but some market participants reported it being a factor. A downward adjustment of 5% is made for zoning.

- **Sale 4**: Sale 4 is a similar era church facility that had a main sanctuary and an educational wing. Because of location, building design, and layout, there is overlap in highest and best use between the subject and Sale 4. The property lacks downtown proximity and is adjusted upward by 10%. The property is considered similar to the subject in quality and design, but is in better condition. A downward adjustment is made for condition and size. No other adjustments are necessary between Sale 4 and the subject.

Value Correlation

The subject is a unique property with limited directly comparable sales available. The sales used, as a group, bracket the highest and best use and the marketability of the subject property. The range of adjusted prices is wider than what is preferred, although this is not overly surprising given the low volume nature of the market segment and the physical differences that exist between the subject and the best comparable sales. Sales ranged in adjusted price from $14.56 to $28.32 per square foot. Overall, with consideration to all of the data, the subject is best supported at a value parameter of $20.00 Per Square Foot. Market Value by the Sales Comparison Approach is now calculated as follows:

9,432 SF @ $20.00 Per Square Foot
=$188,640
Rounded to $190,000

IMPROVED SALES MAP



IMPROVED SALES PHOTOS

SALE 1



SALE 2



SALE 3



SALE 4



RECONCILIATION

The three approaches to value which were utilized produced the following value results.

COST APPROACH	Not Used
SALES COMPARISON APPROACH	$190,000
INCOME CAPITALIZATION APPROACH	Not Used
FINAL MARKET VALUE OPINION TO46 FEE SIMPLE TITLE AS OF 8/23/2017	$190,000

The Sales Comparison Approach is supported through four recent sales involving competitive facilities to the subject that overlap in highest and best use. The sales form a supported data set for establishing the subject's market value. The sales were supported by analysis of the subject's previous listing and one active listing that is recognized as the lower value boundary.

The Sales Comparison Approach was determined to be the only approach to produce credible valuation results. Therefore, it is the only approach employed and is given full weight.

The Fee Simple Market Value estimate of the subject property as of August 23, 2017, the effective appraisal date, is as follows:

ONE HUNDRED NINETY THOUSAND DOLLARS
($190,000)

EXPOSURE PERIOD

The appraisal is based on an implied exposure period of 12 months.

CERTIFICATION

- We certify that, to the best of our knowledge and belief,..
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of subsequent event.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Thomas Osteen, MAI, SRA and Cooper Osteen have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.
- Our value conclusion, as well as other opinions expressed herein, is not based on a requested minimum value, or specific value, or approval of a loan.
- As of the date of this report, I Thomas Osteen, MAI, SRA have completed the requirements of the continuing education program of the Appraisal Institute.
- This report is subject to review by the State of Florida and by the Appraisal Institute.
- We have not been hired to perform any valuation related services involving the subject property in the three years prior to being hired to appraise the property for the City of Fort Pierce in the current engagement.



Thomas A. Osteen, MAI, SRA
State Certified General Real Estate Appraiser, RZ174



Cooper Osteen
State Certified General Real Estate Appraiser RZ3707

QUALIFICATIONS OF THOMAS A. OSTEEN, MAI, SRA

Professional Memberships

- MAI - member, Appraisal Institute of Real Estate Appraisers.
- SRPA - Senior Real Property Appraiser - Society of Real Estate Appraisers.
- SRA - Senior Residential Appraiser - Society of Real Estate Appraisers.

Professional Experience

- State Certified General Appraiser - State of Florida Since June, 1990, #RZ0000174
- President - Osteen Appraisal Services, Inc. - 1984 - Present.
- Licensed Real Estate Broker - State of Florida since 1984.
- Broker - Salesman - State of Florida - 1981 - 1984.
- Real Estate Salesman - State of Florida - 1976 - 1981.

Professional Training

- Numerous courses and appraisal seminars between 2000 and 2011
- Bachelor of Science Degree, Real Estate Major, Florida State University, 1976.
- Associates of Arts Degree, Indian River Community College, 1974

Experience

Continuous appraisal of real property in the State of Florida since 1976. Appraisal practice encompasses a wide array of commercial, agricultural and residential properties including complex special purpose properties.

Continuing Education

As of the date of this report I, Thomas A. Osteen, MAI, SRA, SRPA has completed the requirements under the continuing education program of the Appraisal Institute.

QUALIFICATIONS OF COOPER OSTEEN, ST. CERT. GEN. RZ3707

Licensure

COOPER OSTEEN, ST. CERT. GEN. RZ3707

Education

John Carroll High School, Graduated May, 2001.

Indian River Community College, Graduated 2003, AA Degree.

University of Mississippi, Graduated May 2008, B.A. Degree.

Professional Memberships

Residential Associate Member, Appraisal Institute

State of Florida – ST. CERT. GEN. RZ3707

Appraisal Courses and Seminars Completed

Appraisal Institute – "Basic Appraisal Principles" April, 2007 (30 Hours) Denver, CO

Appraisal Institute – "Basic Appraisal Procedures" April, 2007 (30 Hours) Denver, CO

Appraisal Institute – "15 Hour National USPAP Course" April, 2007 (15 Hours) Denver, CO

Appraisal Institute – "Residential Market Analysis & Highest and Best Use" May, 2007 (15 Hours) Tampa, FL

Appraisal Institute – "Residential Site Valuation and Cost Approach" May, 2007 (15 Hours) Tampa, FL

Appraisal Institute – "Residential Sales Comparison & Income Approaches" July, 2007 (30 Hours) Miami, FL

Appraisal Institute – "General Appraiser Income Approach Part 1"
2008
(30 Hours) Tampa, FL

Appraisal Institute – "General Appraiser Sales Comparison Approach"
2009

(30 Hours) Ft. Lauderdale, FL
Appraisal Institute – "General Appraiser Market Analysis and Highest & Best Use"
2009 (30 Hours) Fort Lauderdale, FL

Appraisal Institute – "General Appraiser Report Writing and Case Studies"
2010 (30 Hours) Fort Lauderdale, FL

Appraisal Institute – "General Appraiser Site Valuation & Cost Approach"
2011 (30 Hours) Fort Lauderdale, FL

Types of Property Appraised

- Single Family Residences
- Single Family Condominium Units
- Small Income Producing Properties
- Vacant Residential Land
- Vacant Agricultural Land
- Mobile Homes
- Vacant Commercial Land
- Barrier Island Property
- Small Chain Restaurants
- Small Professional / Medical Office
- Light Industrial
- Flex Warehouses
- Office Condominium Units
- Strip Retail Centers
- Mobile Home Parks
- Office Buildings

August 16, 2018

CITY FORT PIERCE

SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7TH STREET

RFP NO. 2018-049

ADDENDUM NO. 2

The purpose of this addendum is to schedule second (2nd) and final site-visit. **All potential bidders are encouraged to attend in order to become familiar with the site conditions. Attendance is optional.**

The site-visit will take place:

10:00AM – 11:00AM, MONDAY, AUGUST 20, 2018

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Maloma Peterkin
Typed or Printed

Company Name: DREAMCHASER PRESCHOOL, LLC

Address: 700 S 33rd Street - Fort Pierce, FL 34947

_____

Date: August 22, 2018

/gc

DREAMCHASER PRESCHOOL

Employee Handbook
Policies and Procedures

700 S 33RD ST FORT PIERCE, FL 34947

(772) 489-2979

TABLE OF CONTENTS

Philosophy

Miscellaneous Information

Employment Organizational Chart

Job Descriptions

Employee General Information

Pay Scales

Attendance

Benefits

Dress Code

Financial

Meals

Cleaning requirements

Sickness Procedures

Emergency Procedures

Discipline Procedures

Safety Procedures

Philosophy

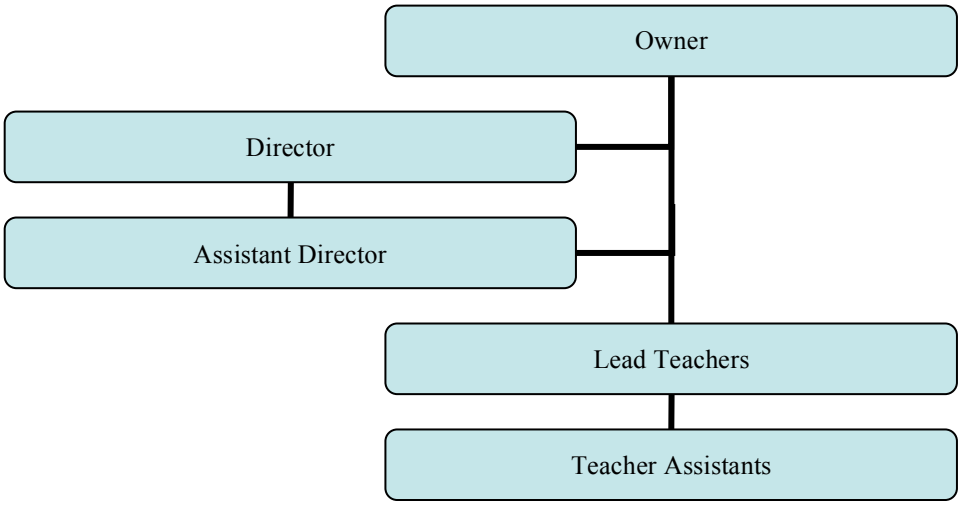
DREAMCHASER PRESCHOOL: DCP is committed to providing a high quality, education center for all children. We recognize that each child is an individual with his or her own special needs and we respect each child's right to progress at his/her own pace. DCP is a place where learning and fun goes hand in hand for preschoolers. Our goal is to help your preschooler learn to think creatively for him or herself, to facilitate intellectual exploration, and to promote physical development in a warm and trusting atmosphere.

Miscellaneous Information

Our hours of operation are 6:30 am to 6:00 pm, and we are an equal opportunity employer.

Employment Organizational Chart

The following shows the organizational chart of our center:



Parents and volunteers are under the direction of each of the above positions.

Job Descriptions

The Owner is the highest-ranking authority figure associated with the childcare facility.

The Director of DCP provides supervision for all staff members, through hands-on daily and monthly training and modeling. The Director is the highest-ranking employee at the childcare facility. The Director also is responsible for weekly payroll, deposits, employee evaluations, accounts payable, accounts receivable, written communication for parents, record keeping, organization of events, and supply and snack purchases. More duties include maintenance of children's and staff member's records. The Director must have a high school diploma, Child Development Associate (CDA), and Director Credential's from the state of Florida.

The Assistant Director assists the Director in any of the above items, and is the second highest employee at the childcare facility. The Assistant Director must have a high school diploma, Child Development Associate (CDA), and Director Credential's from the state of Florida.

The Lead Teacher is the next position, and each classroom has one. The lead teacher position is responsible for the education of the children, and reports to the Assistant Director or Director. Weekly lesson plans are turned in to the Director two weeks in advance. Crafts, interactive activities, parties, games, manipulatives access are more responsibilities. Parent communication face-to-face conversations, and quarterly parent involvement activities, such as Mother and Father's Day breakfasts and holiday productions, are more lead teacher's duties. A high school diploma and a CDA are beneficial in this role.

The Teacher Assistant assists the Lead Teacher in the above-mentioned items, and reports to the Lead Teacher. A high school diploma is required for this employee.

Employee General Information

Employment is offered to those 16 years or older, and DCP is an at-will employment center. Those 16 to 17 years of age are able to work, as a teacher's assistant is the classroom. After the 18th birthday, and after all training has been completed, then the employee will be evaluated for a higher level teaching position.

Once hired, each employee is expected to follow basic expectations. All employees will lead a moral lifestyle, be professional, speak positively to their students and each other, and will respect themselves and each other. They will be responsible for their actions inside and outside of the academy.

For a healthier work environment, employees are prohibited from smoking during the workday. DREAMCHASER IS A DRUG FREE WORKPLACE. EMPLOYEES CAUGHT UNDER THE INFLUENCES OF DRUGS AND ALCOHOL ON OR OFF THE COMPOUNDS WILL BE IMMEDIATELY TERMINATED.

Each staff member must have the following on record:

- Resume / Application / References
- Criminal History Check
- Fingerprinting / Local Background Check
- Notarized Affidavit of Good Moral Character
- 40-hour State-wide Training Certificates
- 10 Hours of CEU / in-service training annually
- Current W-4
- First Aid and CPR Certification
- Child Abuse and Neglect Affidavit
- I-9 with copies of identification
- Early Literacy Certificate

Employees will follow the diaper changing and bathroom policies. These policies are attached for further clarification.

Employee's cell phone use is not allowed at the center, unless permission has been given in advance or if an emergency situation calls for the cell phone use.

Each employee should come prepared to work. Laziness will not be tolerated. Each employee should interact with his/her class. Some suggestions include: playing games, reading books, and singing songs, working on crafts, or playing in the centers. These activities require the employee to sit on the floor, squat, bend down, and reach, just to name a few.

Employees will not be allowed to sleep during the children's rest time. Utilize this time for cleaning, working on curriculum, or any other duty related to the education of the children.

Each employee should speak respectfully to each child, and never yell at the children. If any of these items occur, the employee will receive a verbal warning. If the behavior continues, then a written notice, with the possibility of termination, may result.
Each employee should plan for the day's activities and have all supplies, snacks, etc. ready and in the classroom. An employee should never leave a class unattended. Such action will result in disciplinary action.

Each employee should follow the daily schedule and the curriculum lesson plan posted for each classroom. Employees will monitor children in the bathroom, and will not send children to the bathrooms alone.

Employees will sign and return the outside rules and responsibilities handout indicating the requirements for outside play.

Friday duties are itemized on a separate attachment for further clarification. Each staff member is held accountable for each of these items.

The Director has an open door policy to discuss any matter pertaining to any job requirement or expectations listed. If the Director does not sufficiently handle the problem, an appointment can be made with the senior pastor.

Employees are given a three-month probationary period from employment date, and after which an evaluation of the employee's job compatibility will be discussed with the Director. It will then be determined if the employee will be offered regular employment. At any time during this probationary period, the director reserves the right to terminate the employee. Some, but not all, listed reasons for termination may include: poor job performance; inappropriate disciplinary techniques; verbally abusing a child, staff or parent; insubordination; and excessive tardiness and days off.

If staff has not completed the 40-hour mandatory training and Early Literacy classes by the time of employment, they have a three-month period of time to do so. Staff must also participate annually in 10 clock hours of professional development. If these requirements are not met, the employee will be terminated.

Pay Scales

Pay scales are as follows:

Starting pay	$8.25
CDA certification	$.750hr
All state required training	$.50hr
After 1 year review	$ Base on employee evaluations
AA or AS degree	$1.00/hr
BA or BS degree	$2.00/hr

Overtime is defined as time and a half of the employee's hourly rate.

Attendance

Each employee must clock in and out on a time card in order for the weekly hours to be considered. Each employee must clock in and out when leaving the center for any reason. The director should approve any corrections of your time.

Every employee is expected to work all of his or her scheduled hours and to report for work on time. An employee that is tardy three or more times in a month without notification will be subject to disciplinary action. If the employee is late six or more times without notification, the employee will receive a written notice which will require the employee's signature. If the tardiness continues, termination may result.

If for any reason an employee cannot report to work on time, he or she is required to telephone the center as far in advance of your starting time as possible. It is the employee's responsibility to contact the school and/or Director.

Any scheduled absences should be put in writing and given to the Director 24 hours in advance for approval on the Employee Time Off Request form.

Absence for any employee-scheduled workday without notification is considered job abandonment, and is grounds for immediate termination.

Benefits

Employment is a privilege a DCP. It is the Director and owner's goal to maintain a positive work environment to all employees by offering benefits to full time staff members.

All federal taxes, Worker's Compensation, Social Security, and Medicare taxes are collected and paid monthly for each employee.

Employees receive half price childcare on one child or employees may volunteer 5 hours a week. If more than on child is provided care at the center, tuition will be discussed with the Director, on an individual basis.

After one full year of employment, each employee will receive one full week (5 days) of average pay for his or her vacation. Vacation time can be used for payment for 5 holidays.

All holidays will be posted in advance, and a copy is given to each staff member. The holiday schedule is attached for clarification.

An unpaid leave of absence is offered for doctor-ordered medical leave or childbirth. A leave of absence will consist of a three-month period. At the end of the first three months, the employee will be responsible to return to work or request another leave of absence. After two leaves of absence, the employee will be required to return to work or relinquish his/her employment.

Dress Code

Two shirts will be provided and must be worn at all times. The staff member's name badge must be displayed on the shirt while at the academy. Khaki, navy, black or jean capris or long pants may be worn. No shorts will be allowed. Employees must wear closed-toe shoes.

The director reserves the right to determine if dress is appropriate and require a change of clothes if inappropriate.

Financial

Paychecks are issued SEMI MONTHLY ON THE 15TH AND LAST DAY OF THE MONTH. If a holiday falls on a Friday, checks will be issued on the following Monday.

Employees will be given up to one hour for lunch. Employees must clock out at lunchtime, and clock in when returning to work. After clocking out for lunch, employees will not be in the classrooms until returning from lunch.

All hourly and salaried amounts will be determined during the interview process, and are determined by education and experience.

Raises and other external rewards will be given after evaluation.

Meals

DCP will only serve BREAKFAST LUNCH AND SNACK that are nutritious. 100% fruit juice, milk or water will be given as drinks...

Holidays, birthdays and special occasions are the only exception to that rule, and sweets are allowed for the children's snacks. This celebration snack must be approved by the Director and scheduled in the center's activities.

Cleaning Requirements

Employees are responsible for cleaning their rooms, and cleaning up after each activity. Each room should be left clean and in order after use. A class should be able to come in to a center and not have to clean up a mess before starting an activity. Cleaning lists are available for specific items of concern, and for each classroom. A disinfectant must be used on the toys daily, and is provided by the center. All high chairs, cribs, mats, changing tables, bathrooms, tables and chairs must be disinfected daily. Bed linens will be sent home weekly to be washed. A verbal warning will be issued if the employee does not clean

according to the cleaning lists. Further written disciplinary action will occur if this is continued, with the possibility of termination.

Each day, not only the classrooms need to be swept, mopped, vacuumed, sanitized, and straightened, but also the hallways, the kitchen and lunchroom, and the main bathrooms need to be cleaned. Each staff is required to clean one of these extra areas in addition to their own rooms. Cleaning checklists are available for specific items of concern, and must be turned into the Director each day for approval.

Each employee is required to wash hands after each diaper changing, after bathroom use, before handling food, after the sand and water table play, and after outside play.

Sickness Procedures

A staff member or child, who exhibits any of the following symptoms, will be sent home from the childcare center. The Lead Teacher, Assistant Director or Director must contact the child's parent if the child has any of the following symptoms:

1. Severe coughing, causing the child to become red or blue in the face or make a whooping sound
2. Difficult or rapid breathing
3. Diarrhea (more than two abnormally loose stools within a 24 hour period)
4. Vomiting
5. Temperature of 100 degrees Fahrenheit or higher
6. Excessive drainage of the eyes or nose (that is green or yellow I color)
7. Conjunctivitis (pink eye)
8. Exposed, open skin lesions
9. Unusually dark urine and/or gray or white stool
10. Yellowish skin or eyes
11. Any other unusual sign or symptoms of illness

A child or staff member that has left due to sickness may only return to the center after 24 hours has passed and is symptom free.

An employee cannot disperse any medication without a signed and completed medication form. The employee dispensing the medication will be required to fill out the medication section on the child's daily report.

If a child is hurt during the day, the staff member who witnessed the accident must complete an accident report. The child must be monitored for 10-15 minutes after the accident to ensure the safety of the child. If a parent is called, then an indication must be on the form.

If a child caused hurt to another child, the person who witnessed the incident must fill out an incident report.

These completed forms are then delivered to the Director, who will place them in the child's file.

Emergency Procedures

All children's parents have completed a medical release during the registration process. If the child has a seizure, is not breathing, is bleeding severely, or is unconscious, 911 will be called first, and then the owner. The Director or next highest-ranking employee will go to the hospital with the child, when the ambulance arrives. The employee that called emergency services must also call the parents to notify about the transfer.

In the event of contact with a poisonous substance, the Lead Teacher, Assistant Director or Director will contact poison control at 1-800-282-3171. Before any treatment is given, the child's parent must be notified.

Fire drills are conducted monthly without notice. Fire exit notices are provided in each room, as well as an extinguisher. During a fire drill or an actual fire, each employee will lead the children through the double doors, and to the back parking lot area away from the building. All infants and toddlers are placed in a rolling crib for mobile removal. The Lead Teacher will take the teacher notebook out with the class, which has all of the children's pertinent information, including parent contact information. The highest-ranking employee will call 911. Each parent and the Senior Pastor will be notified of an actual fire. All children and staff will return into the building, after a fire drill, when all children and staff are accounted. In the event of an actual fire, no staff or children will enter the building until the Fire Department deems it safe.

Tornado drills are conducted without notice. Infants and toddles will be placed in a rolling crib and moved with the older children. Then, the older children will sit “criss-cross applesauce”, place their heads down into their laps and clasp their hands behind their heads for a one-minute time period.

In the event of a hurricane, DCP follows the St. Lucie County School Board rules for hurricane closings DCP center will close during a hurricane warning, and will stay closed until it is safe to re-open its doors. When Candyland Preschool and Learning center is operational, employees and parents will be notified.

Discipline Procedures

Each parent receives a copy of our disciplinary policy with the enrollment pack. The policy for the twos, threes and fours is as follows: redirection and time out, as a last result. If further discipline is needed, then the child will be sent into the Director’s office and the parent contacted about the behavior.

Safety Procedures

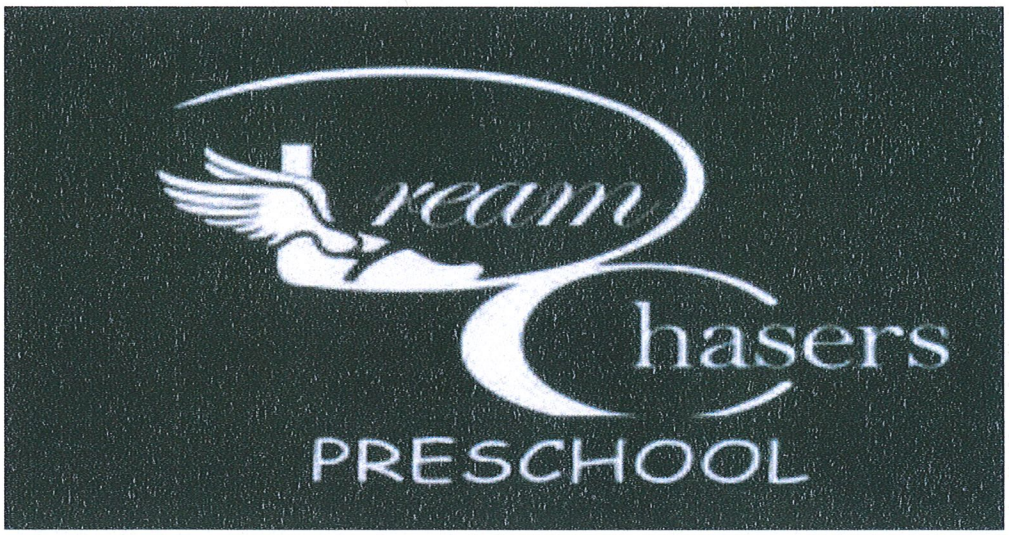
No solicitors or other unauthorized persons will be allowed at the center. No unauthorized person will be allowed into the academy at any time.

All cleaners are to be stored out of reach of the children or in the storage closet.

Employees are responsible to keep power outlets covered and secure at all times.

Age appropriate toys and books will be present in each classroom. To prevent choking hazards, any item that can be placed in the mouth and swallowed, will be removed.

No pets or plants are allowed in any classrooms, due to allergy concerns.



BUSINESS PLAN

700 S 33Rd St Fort Pierce Fl, 34947

Phone: (772) 489-2979
Fax: (772) 489-2373

Email: dreamchaserpreschool@gmail.com

Table of Contents

I. **Executive Summary** .....

Highlights

Objectives

Mission Statement

Keys to Success

II. **Description of Business** .....

Company Ownership/Legal Entity

Location

Hours of Operation

Products and Services

Suppliers

Service

III. **Marketing** .....

Pricing

IV. **Appendix**.....

Cash Flow

Income Projection Statement

Profit and Loss Statement

Balance Sheet

Executive Summary

"Dreamchaser", it's all in the name. Our business began with a dream years before establishment, which seemed so far from reality. As an established business in the economically challenged community, there were certain goals that were set forth such as providing an affordable, quality child care center for the community. Some of our goals that were met were receiving 100% ratings in our VPK Readiness Rate, providing free transportation to families in need, and opening more classrooms due to the expanding growth. We would like to relocate our successful establishment to the Lincoln Park area, to be a part of the revitalization progress. As a woman minority business owner, I am ecstatic to have the opportunity to be a part of the Fort Pierce history, and growth.

Highlights

Dreamchaser Preschool LLC, which is formally known as Candyland Children Center LLC was established on October 3, 2013. Our doors were opened with 13 preregistered children enrolled at our facility. Renamed in September 2015, Dreamchaser Preschool LLC enrollment has grown to an average of 110 children. Dreamchaser Preschool is a Florida Limited Liability Company.

Objectives

As a minority business woman, I feel it is my obligation to give back to the community and to guide and set an example to our generation and our future generations. Within the next three years, we hope to acquire certification for enrollment of K-5th grade level education, to develop a private education sector, and to offer employment to our growing company. Which will help not only the unemployment rate but allow families to provide for their household.

Mission Statement

We have adopted words from Harriet Tubman as our mission statement,
"Every great dream begins with a dreamer. Always remember, you have within you the strength, the patience, and the passion to reach for the stars to change the world."

Keys to Success

"The key to happiness is having dreams; the key to success is making them come true." - James Allen. Some of the keys to a successful business is Maintain a safe, reliable, drug-free environment with well educated, trained staffing who will provide a loving and nurturing atmosphere.

Description of Business

At Dreamchaser we groom every child to reach for the stars and to make a change in their community and the world, we teach them that one person can make a change. We have over one hundred and ten pupils currently at our facility. Our pupils age range currently from newborn 6 weeks old to 12 years old. Our center offer childcare, VPK, after-school programs, summer camps, food service, and transportation. Our center accepts ELC funding. We also have a very diverse staff of African/Black American, Hispanic and Caucasian women. Our students are also of multiracial backgrounds.

Company Ownership/Legal Entity

Dreamchaser Preschool is a Limited Liability Company. The administrator and owner of Dreamchaser Preschool is Maloma Peterkin. She has over 20 years of experience working in childcare services. Her desire and passion for teaching as allowed her to build a growing daycare service in the Fort Pierce community. Certificates and credentials include an AA degree in Secondary Education, Staff Credential, FCCPC birth-five, and Level I VPK Director Credential.

Location:

Seeking the desired property located at 505 N. 7th Street, Fort Pierce, Florida 34950, owned by The City of Fort Pierce. The building is zoned for school or educational purpose. Dreamchaser Preschool LLC acquiring subject property will continue same use in previous sector and will not need to be re-zoned.

Hours of Operation

Dreamchaser Preschool hours of operation are Monday to Friday 6:30 am until 6:00 pm and closed on major holidays.

Suppliers

Dreamchaser Preschool is located in a low-income community and is a recipient of the Early Learning Coalition funding program such as School Readiness and Voluntary Prekindergarten that is available to eligible families to assist them in obtaining affordable, high quality child care service. We are also participant of the USDA food program, which enables us to provide breakfast, lunch, and snack, to all children.

MARKETING

Pricing

Deamchaser offer competitive pricing within the community. We also offer sibling discount and free parent fee for all children that are in a foster home. Dreamchaser would like to offer other discounts for the community such as military discount, and Early Headstart, and will be working towards that goal within the near future.

Appendix

Income Projection Statement

2:36 PM	DREAMCHASER PRESCHOOL LLC		
08/21/18	Profit & Loss		
Accrual Basis	January through August 2018		
		Jan- Aug 18	
	Ordinary Income/Expense Income Fees	300000	
	Total Income	300000	
	Expenses		
	Automobile expense	5200	
	Bank Service Charges	180	
	Computer and Internet Expenses	1200	
	Continuing Education	254	
	Contract Labor	15620	
	Dues and Subscriptions	350	
	Janitorial Expenses	1985	
	Insurance Expense	4400	
	Lawn Service	650	
	Licenses and Permits	582	
	Office Supplies	2,891	
	Payroll Expenses	132000	
	Pest Control	391	
	Postage and Delivery	102	
	Printing and Reproduction	120	
	Professional Fees	1,200	
	Public Relations	2,110	
	Rent Expense	28800	
	Repairs and Maintenance	9,782	
	Telephone Expense	4,996	
	Utilities	7,041	
	Total Expense	219,854	
	Kids care		
	Field trips	4580	
	USDA	38400	
	Food and Refreshments	1250	
	Supplies	3500	
	Total Kid Care	47,730	
	Net Ordinary Income	267,584	
	Net Income	32,416.00	

Dreamchaser Preschool
Break-Even Analysis

MONTHLY INCOME

Item	*Amount*
ELC VPK	$19,500.00
Priviate Pay	$7,500.00
Food Program	$10,500.00

MONTHLY EXPENSES

Item	*Amount*
Rent/mortgage	$3,600.00
Comcast	$245.00
Progressive Ins	$410.00
Liabilty Ins	$550.00
Payroll	$16,500.00
Truck Payment	$650.00
Auto / Gas Expenses	$550.00
USDA	$4,800.00
Alarm svc	$54.00
Utilities	$550.00
Office Supplies	$250.00
Misc	$350.00
Ezcare	$169.00

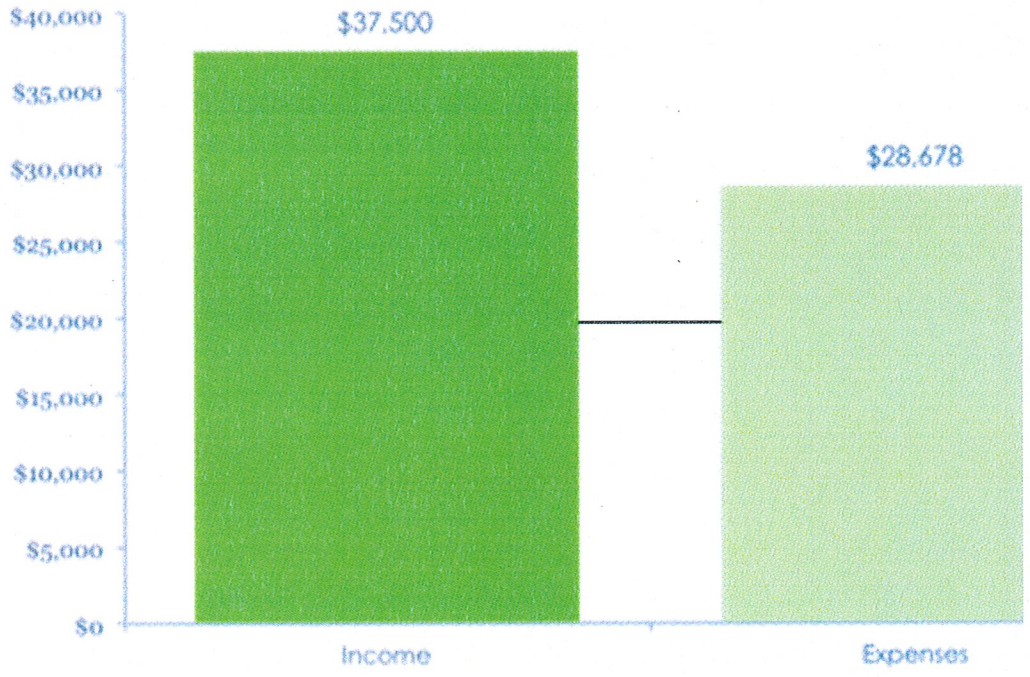
PERCENTAGE OF INCOME SPENT



76%

SUMMARY

Total Monthly Income	*Total Monthly Expenses*	*Balance*
$37,500	$28,678	$8,822



Break-Even Analysis

DREAMCHASER PRESCHOOL LLC

BUDGET

Shaded cells are calculations.

Planned Expenses	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Employee Costs	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Wages	$17,500.00	$16,500.00	$16,850.00	$15,320.00	$15,960.00	$17,500.00	$15,950.00	$8,523.00	
Subtotal	**$17,500.00**	**$16,500.00**	**$16,850.00**	**$15,320.00**	**$15,960.00**	**$17,500.00**	**$15,950.00**	**$8,523.00**	
Daycare Bills	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Rent (Due 1st)	$3,600.00	$3,600.00	$3,600.00	$3,600.00	$3,600.00	$3,600.00	$3,600.00	$3,600.00	
FPUA (Due 10th)	$550.00	$550.00	$550.00	$550.00	$550.00	$550.00	$550.00	$550.00	
USDA FOOD PROGRAM	$4,890.00	$5,600.00	$4,982.00	$5,230.00	$5,125.00	$6,520.00	$6,489.00	$2,500.00	
Comcast (Due 24th)	$245.00	$245.00	$245.00	$245.00	$245.00	$245.00	$245.00	$245.00	
Progressive Ins (Due 28th)	$410.00	$410.00	$410.00	$410.00	$410.00	$410.00	$410.00	$410.00	
Liabilty Ins (Due 30th)	$550.00	$215.00	$215.00	$215.00	$215.00	$215.00	$215.00	$215.00	
Leased car payment	$650.00	$650.00	$650.00	$650.00	$650.00	$650.00	$650.00	$650.00	
Subtotal	**$10,895.00**	**$11,270.00**	**$10,652.00**	**$10,900.00**	**$10,795.00**	**$12,190.00**	**$12,159.00**	**$8,170.00**	
Misc Bills	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Gas / AAA	$550.00	$650.00	$580.00	$540.00	$650.00	$540.00	$750.00	$780.00	

Repairs / Maintenance	$350.00		$258.00		$8,525.00			$568.00	
Ezcare / Mercury / Microsoft	$169.00	$169.00	$169.00	$169.00	$169.00	$169.00	$169.00	$169.00	
Alarm svc	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00	
Office Supplies	$250.00	$189.00	$250.00	$155.00	$230.00	$155.00	$250.00	$326.00	
Miscellaneous expenses	$350.00	$289.00	$352.00	$159.00	$450.00	$265.00	$235.00	$158.00	
Subtotal	**$1,723.00**	**$1,351.00**	**$1,663.00**	**$1,077.00**	**$10,078.00**	**$1,183.00**	**$1,458.00**	**$2,055.00**	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Subtotal	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	

TOTALS									
Monthly Planned Expenses	$30,118.00	$29,121.00	$29,165.00	$27,297.00	$36,833.00	$30,873.00	$29,567.00	$18,748.00	
TOTAL Planned Expenses	$30,118.00	$59,239.00	$88,404.00	$115,701.00	$152,534.00	$183,407.00	$212,974.00	$231,722.00	$231,7

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	**REQUEST FOR PROPOSALS and PROPOSER ACKNOWLEDGMENT**
Contact: Gelencia Carter, 772-467-3748	RFP No: 2018-049
Mandatory Pre-Bid Conference Date: N/A	RFP Title: SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7TH STREET
Mandatory Pre-Bid Location: N/A	RFP Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, THURSDAY, AUGUST 23, 2018	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: WE LEAP INC. c/o Gwendolyn Mcleod Mailing Address: PO Box 3852 Fort Pierce FL. 34948	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.* X Gwendolyn Mcleod Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: Gwendolyn Mcleod
Type of Entity (Circle One): (Corporation) Partnership Proprietorship	Title: CEO
Incorporated in the State of: FL. Year: 2014	Delivery in _____ days, ARO
Phone Number: 772-940-1632	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number: 47-1211755
E-Mail Address: We_LEAP@Comcast.net	Local Business: ✓Y __N MWBE: ✓Y __N
Bid Security is attached, when required, in the amount of $ NO BID F.O.B. DESTINATION	If returning as a "No Bid" state reason: LEASE OF Property Non Profit
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

August 7, 2018

CITY FORT PIERCE

SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7TH STREET

RFP NO. 2018-049

ADDENDUM NO. 1

The purpose of this addendum is to schedule a site-visit, provide modifications and clarifications to the specification, and to include the property appraisal.

SITE-VISIT

All potential bidders are encouraged to attend in order to become familiar with the site conditions. Attendance is optional.

The site-visit will take place:

10:00AM – 12:00PM, MONDAY, AUGUST 13, 2018

MODIFICATIONS/CLARIFICATIONS TO SPECIFICATIONS

1. **QUESTIONS:** Is this a residential or commercial property?
   ANSWERS: The property was last used for a day care but has a residential zoning of R4.

2. **QUESTIONS:** Do you know the sale price?
   ANSWERS: The City Commission typically entertains offers within 10% of the purchase price. Please see the Appraisal information.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Gwendolyn McLeod
Manual

Signature: Gwendolyn McLeod
Typed or Printed

Company Name: WE LEAP INC.

Address: PO Box 3852
Fort Pierce FL 34948

Date: 8/29/2018

/gc

Attachments: **Property Appraisal**

August 16, 2018

CITY FORT PIERCE

SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7TH STREET

RFP NO. 2018-049

ADDENDUM NO. 2

The purpose of this addendum is to schedule second (2nd) and final site-visit. **All potential bidders are encouraged to attend in order to become familiar with the site conditions. Attendance is optional.**

The site-visit will take place:

10:00AM – 11:00AM, MONDAY, AUGUST 20, 2018

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Gwendolyn McLeod
Manual

Signature: Gwendolyn McLeod
Typed or Printed

Company Name: WE LEAP INC.

Address: PO BOX 3852
FORT PIERCE FL. 34948

Date: 8/24/18

/gc

ATTACHMENT A
PROPERTY NARRATIVE

PROPOSAL RESPONSE FORM

505 North 7th Street
Property Address

WE LEAP INC.
Print or Type Name of Buyer(s)

PO BOX 3852
Address (Street / City, State and Zip Code)

Fort Pierce FL. 34948

772 - 940 - 1632
Area Code and Telephone Number

Proposed Use of Property:
The proposed use of the property is to establish a women and children shelter in the city of Fort Pierce. The shelter will meet a much needed place of refuge for individuals that have been displaced or made homeless as a result of domestic violence, or financial hardship. The shelter will serve initially up to 20 families
(Use additional sheets, if necessary)

Proposed Property Improvements:
The proposed property improvements will include, revitalization and restoration of the building to make it inhabital for residential use of adults and children. Industrial Kitchen, Communal Showers/ Restrooms, Interior/Exterio Paint, Privacy Fence, Window and Door Replacements, Upgrade Lighting fixtures, Flooring, Cooling System, Landscaping and parking Lot revitalization
(Use additional sheets, if necessary)

Timetable for Making Improvements: Phase 1 - Target Date of occupation of Space 9-18 mo
Timetable for Making improvements will be made in several phases through various funding sources. Phase I will consist of completing any and all repairs or renovations required to make the building in habital, and safe for occupants. Kitchen, Restrooms, and facility roofing, windows, doors and floors will be apart of phase 1. Also ensuring proper cooling and ventilation and fencing/securi
(Use additional sheets, if necessary)
is in place to secure the building.

PROPERTY NARRATIVE

505 North 7th Street
Property Address

Proposed Job Creation:
The proposed job creation will consist of employment of 2 to 4 staff to over see the operation of a 24 hour Women and Children shelter. Jobs will consist of both part time and full time positions. Positions held may include administration, Shelter residential workers, Child care, Cook, Case Managers, Counselors, and facility upkeep of grounds. The shelter will utilize Community Volunteers
(Use additional sheets, if necessary)

Business Plan (attachment):
The organization business plan is attached.

(Use additional sheets, if necessary)

Financial Plan (attachment):
The organization financial plan is attached.

(Use additional sheets, if necessary)

Exceptions to Request for Proposal (attachment):

(Use additional sheets, if necessary)

Gwendolyn Mcleod
Signature of Buyer(s)

8/23/2018
Date

OFFER TO PURCHASE/BID FORM
RFP NO. 2018-049

WE LEAP INC. herein called the Buyer(s), hereby offer(s) and agree(s) to purchase from the City of Fort Pierce, a Municipal Corporation, hereinafter called the City, at the price subject to the terms, conditions, reservations, restrictions, and covenants herein stated, (see attachment(s)), and easements, encumbrances and other matters of record, and to all zoning, building or other Laws or Ordinances, the following described property.

In order to constitute an acceptable offer to purchase (bid), all information requested below must be provided. The form must be submitted in triplicate in a sealed envelope bearing on the outside the name of the bidder, its address, and **RFP No. 2018-049, Sale or Lease of Surplus Property – 505 North 7th Street.**

Name of Bidder: WE LEAP INC

Address of Bidder: PO BOX 3852

City, State, Zip: Fort Pierce FL. 34992

Telephone Number: 772-940-1632

Fax Number: 772-468-1357 **Email Address:** WE_LEAP@Comcast.net

ADDRESS	OFFERED BID AMOUNT	5% BID SECURITY AMOUNT
505 North 7th Street	$ NO BID	$ Ø

BIDDER'S ACKNOWLEDGEMENT

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce and Fort Pierce Development Agency in awarding the specified Bid, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement.

Gwendolyn Mcleod
Bidder of Authorized Representative

Gwendolyn Mcleod
Typed Name

8/23/2018
Date

PROPOSAL TO LEASE

TAB A - Proposed Use of Property

PROPOSAL TO LEASE

Proposed Use of Property

The proposed use of the property located at 505 N. is to establish a women and children shelter in the City of Ft. Pierce. The shelter will provide a much-needed place of refuge for women and their children that have been displaced as a result of domestic abuse or financial hardship. The 24 hour shelter will initially seek to serve and support up 20 families and will increase as the project funding capacity grows. Although we are a small grass roots organization, WE LEAP INC. has made tremendous progress in making the required steps in increasing awareness of the need of such shelter in our community here in the City of Fort Pierce. Our organization has gained support from various organization in support of the project, which we believe will be a part of helping to sustain the project. The proposed property is ideal for such shelter since it is near the transportation line, St. Lucie County Health department, St. Lucie County Clerk of Court and Court House, Fort Pierce Police Department, Fort Pierce Fire Station, and other social services agencies including the Department of Children and Families, and Child Support offices.

PROPOSAL TO LEASE

TAB B- Proposed Property Improvement

PROPOSAL TO LEASE

Proposed Property Improvements

The proposed property improvements will include, the revitalization and restoration of the building to bring it up to code enforcement regulations to make it inhabitable and ready for residential use. The primary improvements will include upgrade and repair of facility floors, stairs, windows and doors, kitchen renovations, and bathroom upgrade to provide adult size toilets and four to six communal shower stalls.

Interior and exterior paint, lighting fixtures, Cooling and Heating upgrades, Landscaping and parking lot revitalization will also be apart of the proposed property project improvements. We will be seeking community support and assistance to donate money, labor and materials towards the shelter revitalization project.

PROPOSAL TO LEASE

Section A- Target Date for Occupation of Space

PROPOSAL TO LEASE

Target Date for Occupation of Space

The time table for making these mentioned improvements on the proposed property will be broken down into phases with phase one consisting of the primary items identified as required items to make the building inhabitable and safe for residents as the initial starting point. Without knowing exactly what those things are it is difficult for us to provide an accurate targeted date for occupation of space. However, we are anticipating that with community support, grants, and other financial sponsors we will be able to secure enough funds and support to complete the required items for phase 1, for a target date for occupation of the space within 9 to 12months of lease approval.

Examples of known repairs that will be required for building to become inhabital

Phase 1 – Renovation and Repairs to include Kitchen, Restrooms and showers, walls, flooring, windows, doors, interior paint, electrical outlets and light fixtures, security entry /exit panel, and cooling system

Phase 2- Exterior paint, parking lot revitalization, landscaping, privacy fence, etc.

PROPOSAL TO LEASE

HOUSING ELEMENT GOALS, OBJECTIVES, AND POLICIES

Goal 6 Maintain and enhance the supply of decent, safe, energy efficient and affordable housing and maximize viable options and opportunities for present and future residents of the City of Fort Pierce.

6.1 Objective: The City of Fort Pierce shall provide for adequate and affordable housing for existing and future residents and households including households with special housing needs and rural and farmworker households.

6.6.3 Policy: The City shall continue to support the Community Redevelopme nt Agency's administration of the Neighborhood Revitalization Strategy and s trategic use of CDBG funds.

6.6.4 Policy: The City shall create a dedicated funding source to undertake physic al upgrades to existing public housing units to improve the living conditions of res idents.

6.6.5 Policy: Pursue a multifaceted program between local government, non-profit organizations, and neighborhood organizations in order to improve and maintain neighborhoods.

6.6.6 Policy Continue the Neighborhood Enhancement Action Team and oth er neighborhood planning programs that combine relevant City departments to address multiple issues in the Fort Pierce community.

PROPOSAL TO LEASE

How the lease would further the goals of the City's comprehensive plan.

The women and children shelter would further the goal of the City of Ft. Pierce comprehensive plan in that it will fulfill some of the main objectives which are to protect, improve and promote the quality of the City of Fort Pierce.

Our population and the needs of our community have grown. By partnering with community organizations and supporting the women and children shelter project the City of Fort Pierce will be responding to the changing needs and values of the community, both in the natural and built environments, and thus will be actively continuing to create opportunities to realize this community's desired vision of the future.

The City of Fort Pierce has very little shelters to assist those who have fallen through the cracks and have succumb to homelessness. Due to lack of affordable housing or lack of sustainable employment in our area. Many single women and their children are struggling. This project will help serve a special need that is increasing in our community.

PROPOSAL TO LEASE

Proposed Use of Property

The proposed use of the property located at 505 N. is to establish a women and children shelter in the City of Ft. Pierce. The shelter will provide a much-needed place of refuge for women and their children that have been displaced as a result of domestic abuse or financial hardship. The 24 hour shelter will initially seek to serve and support up 20 families and will increase as the project funding capacity grows. Although we are a small grass roots organization, WE LEAP INC. has made tremendous progress in making the required steps in increasing awareness of the need of such shelter in our community here in the City of Fort Pierce. Our organization has gained support from various organization in support of the project, which we believe will be a part of helping to sustain the project. The proposed property is ideal for such shelter since it is near the transportation line, St. Lucie County Health department, St. Lucie County Clerk of Court and Court House, Fort Pierce Police Department, Fort Pierce Fire Station, and other social services agencies including the Department of Children and Families, and Child Support offices.

PROPOSAL TO LEASE

TAB C- Business Plan Attached

Executive Summary

Opportunity

Problem

WE LEAP INC. is a 501c3 not for profit domestic violence awareness and outreach organization founded by Gwendolyn McLeod in February 2015 in St. Lucie County, FL. For the past four years the organization has provided prevention and intervention information and education to community residents that promote healthy relationships and bring a greater awareness to the issue of domestic violence and abuse to those residing in St. Lucie, Indian River and Martin County. WE LEAP INC.'s is located in the City of Fort Pierce and helps victims of domestic violence from various parts of the Treasure Coast. St. Lucie County does not currently have a women and children shelter and as a result many women and children are living in a state of homelessness.

WE LEAP INC. has positioned itself as a reputable domestic violence awareness organization and Gwen McLeod realizes that the impact that the organization could make on the community would be greater once WE LEAP INC. obtains certified status as a domestic violence organization. WE LEAP is currently seeking to become a certified domestic violence organization. In order to be able to apply for certification the organization must secure and run a shelter for a minimum of 1 year and have provided services for a minimum of 18 months within the community.

WE LEAP is seeking to secure a building in Fort Pierce to bring a women and children shelter to St. Lucie County. The shelter will be used to help female victims of domestic abuse and displaced mothers and their children that are in need of short term temporary housing. There is currently on one Certified Domestic Violence Organization on the Treasure Coast that serves a tri county area. Bringing a centrally located shelter to St. Lucie County that is more accessible to victims in the tri county area would be more beneficial for Treasure Coast residents.

As a resident living on the Treasure Coast Gwen McLeod is grateful for all the organizations that have worked so diligently for many years to serve the needs of our communities. It is in this respect as the founder and director of WE LEAP INC. that

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Gwen would like to expresses our interest in forming partnerships with other service providers in this community and surrounding communities on the Treasure Coast to bring a much needed facility to help Women in children in her in the city of Fort Pierce and on the Treasure Coast. WE LEAP INC. services complement the mission to support children and families, reduce the crime rate in targeted areas, and provide services to unidentified victims of domestic violence and abuse on the Treasure Coast.

The key problem is St. Lucie County is in desperate need of an emergency shelter. Whether it is as a result from natural disasters or economic crisis or relationship problems, a large percentage of homeless or displaced people who will not be needing services that long are placed into extended homelessness due the problem of not having an emergency shelter for support to assist during turbulent life transitions. In fact, shelters may be the most important first step of support, assessment and then placement into a new housing situation. For us to reduce and ultimately end homelessness we need everyone in our community to work together. That also means we all have to change the way we have we have been addressing the issue of housing, homelessness and displaced families within our community.

With the growth rate in St. Lucie County over the past few years not having an adequate mean of emergency sheltering to provide aid to families in need in the City of Fort Pierce is unacceptable. Emergency shelters are so very important and data shows that the majority of people experiencing homelessness or displacement do so temporally. Not only are there not currently very many temporary emergency shelters to meet the need of women or men in need of temporary sheltering, St. Lucie County is in need of an additional local shelter to serve victims fleeing domestic abuse and women in children in need of a safe place in general. Our shelter housing plan will serve a dual purpose. Our primary goal is to provide emergency housing, healing, and support for women and children affected by domestic violence, and sexual assault and exploitation through prevention and intervention services. The second purpose will be to help create a system to assist women and children in need of emergency temporary placement off the streets into a safe place so they can stabilize while in transition to permanent housing.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Solution

The current proposal seeks funding to secure a long term lease on the land and building located at 505 N. 7th Street now currently unoccupied by WLI and use it as a community women and children shelter facility.

Project Objectives Goal To provide a safe therapeutic environment for women who are survivors of domestic violence to receive training, psycho social and legal support services. Having a shelter in the City of Fort Pierce will serve a dual purpose for this organization. One is to provide a resource for the community that will benefit of women in children in need of safe temporary housing and the other will allow WLI, the opportunity to meet the criteria of successful running a shelter in order to be able to apply for certification to become a certified domestic violence awareness center through the Florida Coalition of Domestic Violence.

Project Outcome and Outputs Outcome 1 As a result of being able to purchase its own facility, WLI will provide women who are survivors of domestic violence with a safe and secure shelter where they can recover from domestic violence.

Output 1 To secure a long term lease for the use of the land and building for WLI., with hopes of eventually being able to raise funds towards purchasing the property located at 505 N. 7th Street.

Market

Ft. Pierce has the highest proportion of low income households, at 50 percent. Over 48,000 residents live below the poverty threshold, with poverty being the greatest issue in Ft. Pierce. The overall poverty in the 2010 Census was 17.6 percent, compared to 13.4 percent in 2000. Despite the drop in home prices, affordable housing is an issue for many residents, with 27 percent of household cost burdened by spending more than 30 percent of their income for housing. This is actually up from the 24 percent level in 2005. In terms of family stability, the divorce rate in St. Lucie County is lower than the state rate, and has held steady since 2005. However, the proportion of female-headed households, which can lead to less favorable outcomes for children, is higher than all three peer counties at 12.9 percent, up from 11 percent in 2000. Currently, 29 percent of female-headed households are living below the poverty level.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Competition

The current alternatives to providing services specifically for Women and Children in need of safe housing include on the Treasure Coast include: Mary's Shelter which is located in Martin County. Mary's shelter are not an emergency shelter, however they do provide services to women 18 years of age or older who are pregnant with no other children in custody. The other vendors providing housing services to women and children is Safe Space. Safe Space is the only Certified Domestic Violence Center on the Treasure Coast. Safe Space has a Domestic Violence Shelter for women and children in an undisclosed location in Martin County. The shelter is only for Women Victims of Domestic Abuse and their children. Safe Space also have a supported living transitional home in Indian River County, for survivors of domestic violence with no dependent children. Safe Space has advocates in St. Lucie County however the organization does not have a shelter or provide housing services in St. Lucie County. This means that women with children in a domestic abuse situation in need of shelter that reside in both Indian River, and St. Lucie County have no other options for sheltering from an abuser unless they are able to commute to Martin County. There is currently no women and children shelter in the City of Fort Pierce that is able to meet the growing needs within our community.

Why Us?

Charity starts at home and spreads abroad, however so does violence. The unique goal of our organization is to deal with the root causes of abuse and violence and also provide support to those who are living in unsafe situations.

For the past four years our community prevention outreach efforts have targeted both adults, teens and youth to help implement necessary skills for creating and maintaining healthy relationships. These skills promote appropriate conduct in relationships at home, school, workplace and community. Our focus is to provide participants with the knowledge, support and resources needed to break the cycle of derogatory, violent and abusive behaviors which produce dysfunctional relationships. We are on a mission to increase awareness in order to create a new cycle of healthy productive relationships in every area of life. Our concentrated outreach efforts which currently consist of :

- Support groups for Women

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

- Support groups for Men
- Safe Teens Dating Violence Prevention Program for youth and teens
- Victim Advocacy - providing safe confidential services to any victims of domestic violence who contact WE LEAP INC.
- Community Engagement through Awareness Events and Outreach Booths
- Community Resource and Referral

Expectations

Forecast

Services

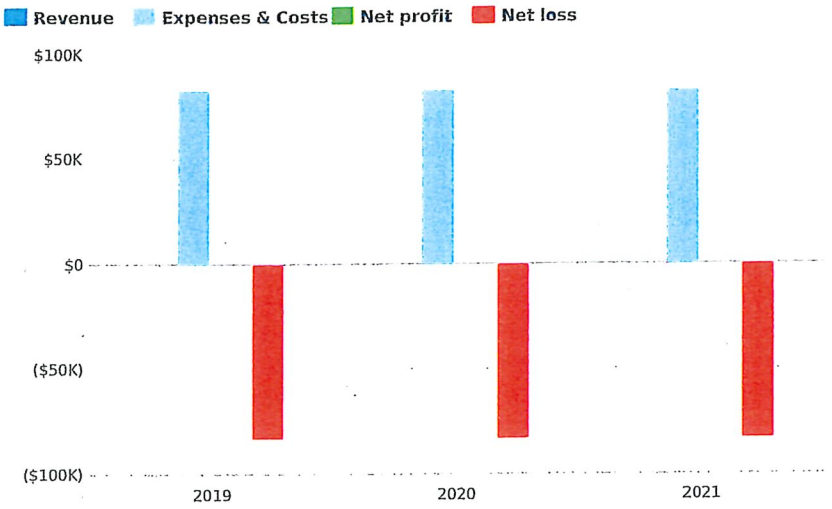
WE LEAP INC Abundant Hope Shelter will be a confidential shelter that provides a healing environment for women and their children leaving a critical and often dangerous situation. The shelter will also give women survivors of abuse and their children the space to heal.

We know that survivors of domestic violence often need much more than a safe haven to work through the harmful effects of domestic violence. Our shelter staff will support our residents in rebuilding their lives through providing:

- Safety planning
- Supportive counseling and support groups
- Help building life skills
- Housing assistance
- Employment assistance
- Legal consultations
- Temporary childcare
- Case management
- Practical assistance
- Trauma Counselors
- Support Groups

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Financial Highlights by Year



Financing Needed

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Opportunity

Problem & Solution

Problems Worth Solving

The key problem is St. Lucie County is in desperate need of an emergency shelter. Whether it is as a result from natural disasters or economic crisis or relationship problems, a large percentage of homeless or displaced people who will not be needing services that long are placed into extended homelessness due the problem of not having an emergency shelter for support to assist during turbulent life transitions. In fact, shelters may be the most important first step of support, assessment and then placement into a new housing situation. For us to reduce and ultimately end homelessness we need everyone in our community to work together. That also means we all have to change the way we have we have been addressing the issue of housing, homelessness and displaced families within our community.

With the growth rate in St. Lucie County over the past few years not having an adequate mean of emergency sheltering to provide aid to families in need in the City of Fort Pierce is unacceptable. Emergency shelters are so very important and data shows that the majority of people experiencing homelessness or displacement do so temporally. Not only are there not currently very many temporary emergency shelters to meet the need of women or men in need of temporary sheltering, St. Lucie County is in need of an additional local shelter to serve victims fleeing domestic abuse and women in children in need of a safe place in general. Our shelter housing plan will serve a dual purpose. Our primary goal is to provide emergency housing, healing, and support for women and children affected by domestic violence, and sexual assault and exploitation through prevention and intervention services. The second purpose will be to help create a system to assist women and children in need of emergency temporary placement off the streets into a safe place so they can stabilize while in transition to permanent housing.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Our solutions

The current proposal seeks funding to secure a long term lease on the land and building located at 505 N. 7th Street now currently unoccupied to use it as a community women and children shelter facility.

Project Objectives Goal To provide a safe therapeutic environment for women who are survivors of domestic violence to :

- receive training, psycho social and legal support services
- provide a safe haven for women and their children in need of temporary housing as a result of financial hardship.
- For the organization to eventually apply for certification through the State of Florida to be recognized as a certified domestic violence organization

Project Outcome and Outputs Outcome 1 As a result of being able to purchase its own facility, WLI will provide women who are survivors of domestic violence with a safe and secure shelter where they can recover from domestic violence.

Output 1 To secure a long term lease for the use of the land and building for WLI., with hopes of eventually being able to raise funds towards purchasing the property.

Output 2 Campaign Project Proposal is for WLI To secure funding for the insurance and renovations required to make the building inhabitable.

Output 3 To secure funding for fees and any other costs associated with the leasing of the building to ensure WLI is the held name of WLI.

Outcome 2 During the leasing of the property WLI will work towards being able to purchase this property or its own facility. Once a long term lease is obtained WLI will be able to start the process of seeking funding so that the repairs and upgrades can be made to the building for it to be an appropriate shelter facility to continue to ensure for the benefit of clients and the sustainability of the organization.

Output 1 To consolidate upgrades and repairs that were made to the building to convert it to a shelter facility for the benefit of WLI as a capital asset to increase the overall financial standing of the organization

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Output 2 To eventually be able to purchase the property reassess the value of the building and update accounting to include the purchased property as part of the assets and overall value of the organization.

Outcome 3 As a result of being able to purchase its own facility, WLI will be able to put in place more permanent rehabilitation and recovery services for clients without concern that items will have to be movable or temporary and will be able to make structural changes to benefit client recovery and safety.

Output 1 To facilitate reorganizing of services to establish more permanence for the facility and ensure a more therapeutic environment for women.

Output 2 To facilitate organizing of equipment and furniture to establish more permanence for the facility and ensure a more therapeutic environment for women.

Description of Program Activities: Emergency Shelter/Short-Term Accommodation: Emergency shelter facilities for women for up to three weeks with accommodation, meals. Life-skills and Personal Health and Care: Training on personal hygiene, life-skills, reproductive health. Counselling and Psycho-social support: Basic counselling for trauma caused from domestic violence and rudimentary behavioral modification therapy. Legal Information and Court Support: Basic information on obtaining protection orders, working with law enforcement, legal rights, rights over children, property and protection of human rights. Childcare: Provision of food, shelter, supervision for children accompanying women in the shelter. Permanent Living and Re-Integration: Helping women to reenter independent living and gainful employment. Public Awareness and Education: Educating women and the general public on preventing domestic violence and providing support and intervention to survivors. Skills Training: Providing basic job skill training to women at the shelter.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Target Market

Market Size & Segments

Women and Children:

The Market
Geography St. Lucie County, covering an area of 572 square miles, is north of Martin County, south of Indian River County, and east of Okeechobee County. The land mass includes a 20 mile stretch of beachfront on the Atlantic Ocean and waterfront real estate along the north fork of the St. Lucie River, and a stretch of the Indian River which separates Hutchinson Island, a barrier island, from the mainland. The county has five major communities, including Ft. Pierce, Port St. Lucie, St. Lucie Village, St. Lucie West, and Tradition. In addition, there is a large unincorporated area of the county west of Interstate 95 to the Okeechobee County line which is largely agricultural and farm land. Population In 2010, St. Lucie County had a population of 277,789 up from 260,590 residents in 2007.

The population is expected to increase to over 350,000 by 2020. The population included 16,418 infants and toddlers which is up from 4.1 percent in 2000 to 5.9 percent in 2010 (children under age 5), 68,795 children under age 19 up from 16.9 percent in 2000 to 24.8 percent in 2010, and 55,378 elders age 65 and older down from 22.6 percent in 2000 to 19.9 percent in 2010. Compared to the 2000 census, the number of whites is down from 79 percent to 72 percent in 2010, while blacks have increased from 15 percent to 19 percent during the same period. In addition, the Hispanic population has increased from 8 percent in 2000 to 16.6 percent in 2010.Income St. Lucie County's per capita income in 2010 was $29,670 compared with $22,664 in 2000. However, per capita income is still well below the state level of $38,210 at only 78 percent of the state level. As a whole, 39 percent of households in the county are classified as low income.

Ft. Pierce has the highest proportion of low income households, at 50 percent. Over 48,000 residents live below the poverty threshold, with poverty being the greatest issue

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

in Ft. Pierce. The overall poverty in the 2010 Census was 17.6 percent, compared to 13.4 percent in 2000. Despite the drop in home prices, affordable housing is an issue for many residents, with 27 percent of household cost burdened by spending more than 30 percent of their income for housing. This is actually up from the 24 percent level in 2005. Family Stability In terms of family stability, the divorce rate in St. Lucie County is lower than the state rate, and has held steady since 2005. However, the proportion of female-headed households, which can lead to less favorable outcomes for children, is higher than all three peer counties at 12.9 percent, up from 11 percent in 2000. Currently, 29 percent of female-headed households are living below the poverty level.

According to the 2015 Annual Homeless Assessment Report, more than 154,000 families with children in the United States used a shelter at some point in 2015. While about one-third of all people experiencing homelessness are unsheltered on any given night, this share is much smaller among families with children. The vast majority of families who experienced homelessness in 2015 (90%) were in emergency shelters or transitional housing on a single night in January 2016. [1] For most of these families homelessness is an isolated episode, and they only stay in a shelter for a short period of time. [2] As of 2015, most homeless families with children (65.1%) took shelter in principal cities (the largest city in a metropolitan statistical area). However, between 2007 and 2015 the number of sheltered people in families with children increased by 38 percent in suburban and rural areas. [3] Families with children who experience homelessness are generally composed of a young mother with one or two children under the age of six. [4] While homeless mothers and children tend to be young and to have incomes substantially below the federal poverty level, [5] in many other respects they do not differ in significant ways from other low-income families who do not become homeless. Mothers in both groups are likely to experience comparable rates of mental health problems such as major depression or anxiety and Post-Traumatic Stress Disorder (which are elevated among low-income women relative to all women and typically go untreated). [6]Adults in both groups also have similarly low levels of education and work experience compared with national averages. [7] Both homeless and housed low-income mothers tend to have been exposed to conflict, trauma, and violence, [8] with one study indicating that more than 90 percent of mothers experiencing homelessness had endured "severe physical and sexual abuse, domestic violence, or random violence"—a rate found to be similar to that of other poor mothers. [9] While safety and confidentiality considerations make it difficult to count the number

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

of families who are in shelters because they are escaping domestic violence, nearly 20 percent of beds in family shelters have been set aside for survivors. [10]

Cited Sources: [1] Henry, Meghan, Rian Watt, Lily Rosenthal, and Azim Shivji. The 2016 Annual Homeless Assessment Report (AHAR) to Congress, Part 1: Point-in-Time Estimates of Homelessness. November 2016. U.S. Department of Housing and Urban Development.

[2] Culhane, Dennis P., Stephen Metraux, Jung Min Park, Maryanne Schretzman, and Jesse Valente. Testing a Typology of Family Homelessness Based on Patterns of Public Shelter Utilization in Four U.S. Jurisdictions: Implications for Policy and Program Planning. Housing Policy Debate. May 2007; 18(1).

[3] The 2015 Annual Homeless Assessment Report (AHAR) to Congress, Part 2: Estimates of Homelessness in the United States. October 2016. U.S. Department of Housing and Urban Development.

[4] The 2015 Annual Homeless Assessment Report (AHAR) to Congress, Part 2: Estimates of Homelessness in the United States. October 2016. U.S. Department of Housing and Urban Development.

[5] Gubits, Daniel et al. Family Options Study: Short-Term Impacts of Housing and Services Interventions for Homeless Families. July 2015. U.S. Department of Housing and Urban Development.

[6] There is some indication that mothers in families experiencing homelessness have higher rates of substance abuse than their housed peers, but levels are lower than for single adults experiencing homelessness. Rog, Debra J. and John C. Buckner. Homeless Families and Children. In Toward Understanding Homelessness: The 2007 National Symposium on Homelessness Research. Eds. Deborah Dennis, Gretchen Locke, and Jill Khadduri. September 2007. U.S. Department of Health and Human Services and U.S. Department of Housing and Urban Development; Bassuk, Ellen L., John C. Buckner, Jennifer N. Perloff, and Shari S. Bassuk. Prevalence of Mental Health and Substance Use Disorders Among Homeless and Low-Income Housed Mothers. Am J Psychiatry. 1998; 155: 1561-1564.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

[7] Lowin, Aaron, Sinan Demirel, Sharon Estee, and Bari Schreiner. Homeless Families in Washington State: A Study of Families Helped by Shelters and Their Use of Welfare and Social Services. December 2001. Washington State Department of Social and Health Services Report No. 11.98; Shinn, Marybeth, et al. Predictors of Homelessness

Among Families in New York City: From Shelter Request to Housing Stability. American Journal of Public Health. November 1998; 88(11): 1651-1657. See also Culhane, Dennis P., Stephen Metraux, Jung Min Park, Maryanne Schretzman, and Jesse Valente. Testing a Typology of Family Homelessness Based on Patterns of Public Shelter Utilization in Four U.S. Jurisdictions: Implications for Policy and Program Planning. Housing Policy Debate. May 2007; 18(1).

[8] Rog, Debra J. and John C. Buckner. Homeless Families and Children. In Toward Understanding Homelessness: The 2007 National Symposium on Homelessness Research. Eds. Deborah Dennis, Gretchen Locke, and Jill Khadduri. September 2007. U.S. Department of Health and Human Services and U.S. Department of Housing and Urban Development.

[9]Bassuk, Ellen L., et al. The Characteristics and Needs of Sheltered Homeless and Low-Income Housed Mothers. American Journal of the American Medical Association. 1996; 276(8): 640-646, cited in Gubits, Daniel et al. Family Options Study: Short-Term Impacts of Housing and Services Interventions for Homeless Families. July 2015. U.S. Department of Housing and Urban Development; Browne, Angela and Shari S. Bassuk. Intimate Violence in the Lives of Homeless and Poor Housed Women: Prevalence and Patterns in an Ethnically Diverse Sample. American Journal of Orthopsychiatry. April 1997; 67(2): 261-278; Behavioral Health Among Adults in Families Experiencing Homelessness. Research Brief. Forthcoming. U.S. Department of Health and Human Services.

[10] The 2015 Annual Homeless Assessment Report (AHAR) to Congress, Part 2: Estimates of Homelessness in the United States. October 2016. U.S. Department of Housing and Urban Development.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Competition

The current alternatives to providing services specifically for Women and Children in need of safe housing on the Treasure Coast include: Mary's Shelter which is located in Martin County. They are not an emergency shelter, however they do provide services to women 18 years of age or older who are pregnant with no other children in custody. The other vendors providing housing services to women and children is Safe Space. Safe Space is the only Certified Domestic Violence Center on the Treasure Coast. Safe Space has a Domestic Violence Shelter for women and children in an undisclosed location in Martin County. The shelter is only for Women Victims of Domestic Abuse and their children. Safe Space also have a supported living transitional home in Indian River County, for survivors of domestic violence with no dependent children. Safe Space has advocates in St. Lucie County however the organization does not have a shelter or provide housing services in St. Lucie County. This means that women with children in a domestic abuse situation in need of shelter that reside in both Indian River, and St. Lucie County have no other options for sheltering from an abuser unless they are able to commute to Martin County. There is no women and children shelter in the City of Fort Pierce that is able to meet the growing needs within our community.

Other non sheltering organizations providing assistance to women and children in St. Lucie County are experiencing similar circumstances when it comes to having a safe place for these women to go. Female victims of domestic violence or sexual assault, or those experiencing financial hardships that has led to homelessness is a growing concern in the City of Fort Pierce and for those we serve on the Treasure Coast.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Execution

Marketing & Sales

For the past 4 years WLI has put on its Purple Tie Event annual fundraiser to raise funds in support of the organizations programs, services and awareness outreach initiatives. Our motto is " Everyone Deserves A Healthy Relationship" WLI is currently expanding its fundraising base in other areas including special events to include annual teen dating violence awareness community 5K race, random raffle drawings, individual giving and sponsorship especially from local businesses. WLI currently promotes and attracts its donors and sponsors for the organizations programs, services and events through, physical and digital promotion, email newsletters, search engine optimization, social media outreach, and TV and radio commercials, and interviews. We will use these same outlets to increase awareness for support of the women and children shelter.

Since its inception in 2014, WLI has built partnerships with community stakeholders to facilitate its work and to provide a referral and assistance framework for women who are survivors of domestic violence. WLI has effective partnerships with the City of Fort Pierce Police Department, City of Port St. Lucie Police Department and with the St. Lucie County Sheriffs Department and other social services agencies to ensure that the clients with children are able to access any needed social services.

Through WLI continued collaborative efforts in the community our organization has branded itself as the lead awareness organization through promoting healthy relationships within our community through various awareness events centered around domestic abuse and teen dating abuse. We have established relationships that will be very instrumental in supporting our desire to bring a women and children shelter into our community. WLI, expects the local community to rally around this cause and support us through in kind donations ,local food suppliers and service providers in support of the shelter.

WLI believes bringing a Women and Children Shelter to Fort Pierce will provide a more central location for those in need of safe housing and that the shelter will be locally sourced by many organizations that would benefit from having the shelter here.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Collaboration with community partners is also how we have increased our band throughout the community. The Department of Juvenile Justice Faith Community Network, Council of Social Service Agencies and United Against Poverty also collaborates closely with WLI to provide access to life-skills training and networking opportunities with other organizations working with women and children, as well as technical capacity assistance for programs.

Indian River State College provides interns to WLI to assist with provision of services of community outreach and support groups and will also be very beneficial with the staffing of volunteers of a local shelter. Fort Pierce Woman Club, Boys and Girls Clubs, and many of the social services agencies and business have utilized the outreach services of the WLI organization.

Evaluation WLI has continued to improve its data collection and analysis of services provided. Measurement tools used for evaluation include evaluation forms when training's are carried out, client satisfaction surveys, collection of testimonials and feedback from clients, pre-tests and post-tests, observation tools and staff and volunteer appraisals. Formal program evaluations have been done in collaboration with university student volunteers and recommendations incorporated into current program implementation methodologies. WLI will continue these evaluation methods for our program and services and incorporate findings in our project report complete with pictures and financial reporting at the end of the project.

Operations

Locations & Facilities

The WLI, office is physically located in St. Lucie County. The organization is housed inside of the Multicultural Resource Center located at 302 N. 23rd Street in the City of Fort Pierce. The Multicultural Resource Center provides office space for WLI to use for administrative purposes and space to meet with clients and to host support groups. The facility does not provide shelter.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

WLI is seeking a building that will be used as a women and children shelter that will provide:

- Office wing that is comprised of four offices and one restroom
- Kitchen/ Dining / Other with a fully functioning commercial grade kitchen
- Multipurpose room that can be used for various purposes
- Sleeping Quaters
- Childcare Classrooms

The ideal location will be close to public transportation, close proximity to law enforcement and social service agencies and health department.

Technology

The proposed women and children shelter will have an automatic security gate, security cameras, and silent panic alarm. The center will also have a 24 hour telephone hotline center. Secured Wifi and password protected computer access for staff and residents use. Security digital keyed entry panels on shelter entrance and exits.

Equipment & Tools

The women and shelter will need to have a privacy fence around the property to ensure client privacy and confidentiality.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Company

Overview

WE LEAP INC. is a 501c3 non profit organization, located in St. Lucie County. The organization is comprised of a volunteer board of directors and CEO. WLI, has been very instrumental in developing various advocacy and outreach events designed to increase awareness of domestic violence in the community within the 4 years of the organization being established. The organizations CEO and Founder Gwen McLeod, has been awarded the PNC. Bank Visionary Award in 2017, and The Department of Juvenile Justice Community Excellence Award. Gwen McLeod through WLI has spearheaded the movement to increase teen dating violence awareness in the community. In 2017 the City of Fort Pierce, the City of Port Saint Lucie, and the St. Lucie County Commission all agreed that education of youth about the dangers of unhealthy relationship is a priority. All three municipalities recognized the WLI outreach efforts and have put proclamations in place declaring February as Teen Dating Violence Awareness Month.

Organization Leadership

Management

Gwendolyn McLeod is the founder and executive director of the nonprofit 501c3 organization

WE LEAP INC. Gwen is an exceptional leader who was born, raised and educated in St. Lucie County. Mrs. McLeod obtained a Master's Degree in Organizational Learning and Leadership from Barry University and she has over 15 years of experience working with at risk children and families. She is a commissioned Notary Public in the State of Florida, with over Nine years of notary experience. Mrs. McLeod serves on the Board of Directors for the Woman's Club of Fort Pierce as a Vice president and has held the position of the Faith Representative on the Circuit 19 Advisory Board 2015-2016. Gwen is also a member of the 19th Circuit Victims Rights Coalition.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Mrs. McLeod professional background includes 3 years of employment with the Indian River County School District as a Behavior Specialist, seven years working for the State of Florida with the Department of Juvenile Justice as a Juvenile Probation Officer and also as a DCF Child Protective Investigator with the Department of Children and Families. Gwen is an entrepreneur and is the owner of Successful Solutions LLC., a business providing services on the Treasure Coast that include: Mobile Notary Services, Educational Advocacy Services, Support Coordination Services as well as Life Coaching Services for adults and teens.

We Leap Inc. provides free monthly empowerment and awareness sessions that promote healthy relationships for men, women and teens while increasing awareness of domestic and family abuse, and its impact on the community as a whole .

Gwen has developed a comprehensive network of personal and professional contacts with key community leaders. This will be instrumental in raising the profile of the Abundant Hope shelter within the community as well as having a significant impact on fundraising activities.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Financial Plan

Forecast

Key assumptions

The women and children shelter is expecting to serve at least 20 families who are victims of Domestic Violence or are experiencing economic hardship that has led to homelessness during year one and then increase to serving 40 in year 2 and 60 in year 3.

Once the shelter is operational for a full year, We Leap will seek DVEC Certification. This will require setting up evidence-based practices for informing DVEC on particular prevention strategies that are making a positive difference in the lives of survivors. In addition, this data will allow for We Leap to secure sustainable state and federal funding by garnering support for proven programs.

YEAR ONE:

The primary expenses in year one pertain to capital and operational costs of running a shelter. The average costs per person in the shelter will be $ 2,500.00 in year one. For 20 individuals that equates to $50,000.00

We Leap will need to be able to supply the basic necessities for those needing to reside in the shelter. In order to do that we will need to begin simulated DVEC training for case managers to be able to manage calls from DVEC with referrals for shelter from Domestic Violence victims. This will require 40 hour DVEC Certification for each advocate that covers shelter-based outcomes from how to take taking hotlines, care for shelter residents and proper case management of shelter residents.

Cost to cover communications and safety will be a central component to providing assistance in the shelter. Phones lines and wifi for security enabled cameras and a security gate with password provided access will be needed. Phone access will need to be provided 24 hours to process DVEC hotlines and to assist with case management of shelter residents.

In addition, DVEC shelter counselors will coordinate group advocacy.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

We Leap will seek to secure food donations from local food pantries and hot meal kitchen sites to stock the kitchen for those coming into the shelter.

In our first two years, we are projecting $ 365,856.00 in expenses and profits are unknown at the moment.

We expect shelter costs and salaries to be our two top expense. The first-year payroll costs will be minimal as Gwen McLeod will be doing most of the outreach. As things ramp up, we will bring on a couple of employees to help out. Fuel expenses should be minimal as we plan on leaving the van onsite and have minimal need to travel except to and from police stations for picking up prospective survivors.

We will have a modest outreach and advocacy budget —with much of our outreach being a continuation of presentations, literature and word of mouth and no-cost social media — as well as a small maintenance and repair budget for the van. The communications and shelters office equipment is new and shouldn't cost more than $1,000 annually to maintain and repair for the first two years.

Name/Position	Computation	Cost
Program Coordinator	$23,500 x 100% x 3 years	$ 70,500
Advocate	$45,000 x 100% x 3 years	$135,000
Administrative Assistant	$10/hr. x 20 hrs / month x 36 months	$ 7,200

The Program Coordinator will coordinate the We Leap Program project by organizing regular coordinating meetings between all partner organizations, ensuring compliance with program requirements, and serving as the central point of contact for all shelter activities.

The Advocate is a liaison with the law enforcement agency, the Program Coordinator and Shelter residents. She/he will dedicate 100% of their time to assisting with case

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

management of domestic violence, sexual assault, dating violence and stalking as well as safety planning and taking hotlines.

The Administrative Assistant for the project will be a part-time employee. She/he will be compensated at a rate of $10/hour. The designated time spent on the project will be 20 hours each month providing administrative and clerical support to the staff of the Victim Services Program.

TOTAL PERSONNEL: $212,700

Fringe Benefits - Fringe benefits are based on actual known costs. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Program Coordinator		
Employer's FICA	$70,500 x 7.65%	$ 5,393
Health Insurance	$70,500 x 6.12%	$ 4,315
Workmen's Compensation	$70,500 x 1.00%	$ 705
Unemployment Compensation	$70,500 x 0.50%	$ 353
Advocate		

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Employer's FICA $135,000 x 7.65%
$ 10,328

Health Insurance $135,000 x 6.12%
$ 8,262

Workmen's Compensation $135,000 x 1.00%
$ 1,350

Unemployment Compensation $135,000 x 0.50%
$ 675

Administrative Assistant

Employer's FICA $ 7,200 x 7.65%
$ 551

Health Insurance $ 7,200 x 6.12%
$ 441

Workmen's Compensation $ 7,200 x 1.00%
$ 72

Unemployment Compensation $ 7,200 x 0.50%
$ 36

TOTAL FRINGE BENEFITS: $32,481
TOTAL PERSONNEL AND FRINGE BENEFITS: $245,181

Equipment

Item	Computation	Cost
(8) Video Cameras	$750 x 8 cameras	$6,000

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

The video cameras will be used to monitor the shelter for safety.

TOTAL EQUIPMENT: $6,000

Supplies

Supply Items	Computation	Cost
Office Supplies (paper, computer discs, pens, etc.)	$150/month x 36 months	$5,400
Postage	$50/month x 36 months	$1,800
75 Victim Assistance Kits	$25/kit x 75 kits	$1,875

Office supplies and postage are needed for the general operation of the program. The Victim Assistance Kits will be provided to victims of domestic violence, dating violence, sexual assault, and stalking who seek assistance from the program. The kits contain toiletries and other necessities. The estimated cost is based on previous kit prices from other programs. We estimate that at least 75 kits will be needed.

TOTAL SUPPLIES: $9,075

Contracts

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Item	Computation	Cost
Cell Phone Service	$ 75/month x 36 months	$ 2,700
Vehicle Lease	$ 300/month x 36 months	$ 10,800

The Shelter Advocates will share a cellular phone so that they may be contacted 24 hours/day, 7 days a week to provide emergency services and transportation to victims in need.
A vehicle is needed for use by the Shelter Advocates, and other program staff to transport victims to and from the shelter, court, and other agencies and resources.

TOTAL CONTRACTS :$13,500

----------Other Costs

Description	**Computation**	**Costs**
Sexual Assault Training Manual	$ 25/manual x 25 manuals	$ 625
Resource Manual	$ 25/manual x 75 manuals	$ 1,875
Crisis Hotline	$ 75/month x 36 months	$ 2,700
Brochures	$ .25/brochure x 1,000 copies x 2 Titles	$ 500
Rent	$1.50/sq. foot x 1,000 sq. feet x 36 months	$54,000

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Utilities $200/month x 36 months
$ 7,200

Housing Assistance $500/family x 12 families/year x 3 years
$18,000

The Sexual Assault Training manuals will be purchased from the National Coalition on Domestic Violence Education Center and will be used in conjunction with the on-site training that will be provided by the Program Coordinator.

The Project Coordinator will develop and produce a Resource Manual for services both on and off the Reservation for victims of domestic violence, sexual assault, and stalking. Copies of the manual will be provided to all units of Advocates and to victim services and social services agencies in the local community.

Many victims in the more geographically remote areas of the area do not have long distance service, and it is a long distance call for most of them to the program office. The project will continue to operate an 800 hotline for victims. It will be staffed by volunteers on a daily basis.

The program has previously developed brochures explaining the dynamics of domestic violence and sexual assault and detailing the services offered by the program. Additional copies of the brochures need to be reproduced. Based on previous distribution patterns, it is anticipated that the program will distribute 1,000 copies of each brochure during the first year.

The Victim Services Program will utilize the lease location as a safe house that is located in the local community. The house is used to provide temporary housing to victims of domestic violence and their minor children who are in need of a safe place to stay after fleeing an abusive situation.
The cost of utilities (i.e., gas, electric, and water service) is estimated to average $400/month. The services are necessary to ensure that the house is suitable for occupancy.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Funds have been budgeted to provide transitional housing assistance to at least one victim of domestic violence, dating violence, sexual assault or stalking each month. Each victim and her dependents will receive up to $500 to assist with rent and utility payments or security deposits.
TOTAL OTHER COSTS: $92,100

Budget Category Amount

1. **Personnel $212,700**

2. **Fringe Benefits $32,481**

3. **Equipment $6,000**

4. **Supplies $9,075**

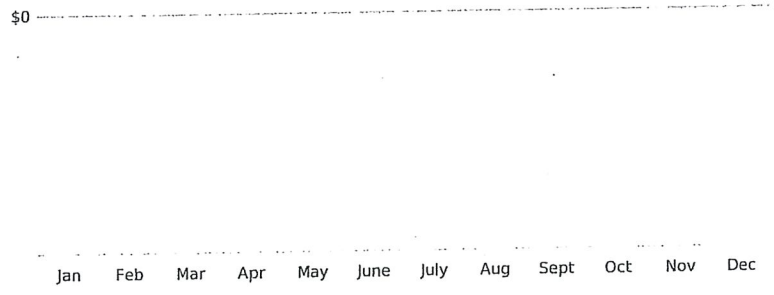
5. **Contracts $13,500**

6. **Other Costs $92,100**

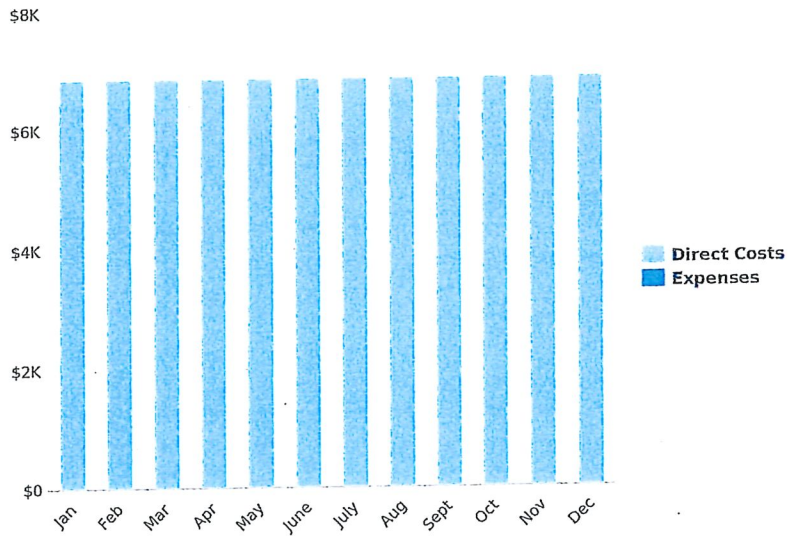
TOTAL PROJECT COSTS $ 365,856.00

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Revenue by Month

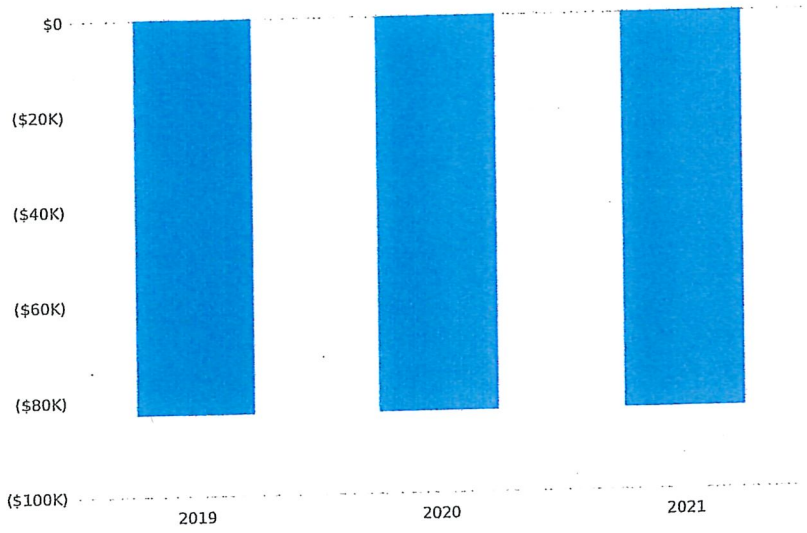


Expenses by Month



CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Net Profit (or Loss) by Year



Financing

Currently, We Leap's primary source of funding are through the online portal on the We Leap home page, donations and the Purple Tie Event in October. In 2016, the event brought in a total of $8,000. In 2017, the event brought in $12,000. We Leap anticipates another $4,000 increase in this year's event.

We Leap is exploring various forms of possible funding sources such as the Mary Kay Foundation which has funded over 46 shelters in Florida in carious locations.

In addition, the United States Department of Justice Office of Violence against Women also offers grants and formula funding to assist with training, outreach and legal support via the justice system that We Leap intends to explore further.

The National Coalition against Domestic Violence (NCADV) also issues grant monies for training and education for advocates which We Leap will pursue after operating the shelter for one year.

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Finally, We Leap is continuously applying for grants via grants.gov, e-civic, instrumentL, Philanthropy Digest and through various local foundations.

Statements

Projected Profit and Loss

	2019	2020	2021
Revenue			
Direct Costs	**$82,500**	**$82,500**	**$82,500**
Gross Margin	($82,500)	($82,500)	($82,500)
Gross Margin %			
Operating Expenses			
Total Operating Expenses			
Operating Income	**($82,500)**	**($82,500)**	**($82,500)**
Interest Incurred			
Depreciation and Amortization			
Income Taxes	$0	$0	$0
Total Expenses	**$82,500**	**$82,500**	**$82,500**
Net Profit	**($82,500)**	**($82,500)**	**($82,500)**
Net Profit / Sales			

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Projected Balance Sheet

	2019	2020	2021
Cash	($82,500)	($165,000)	($247,500)
Accounts Receivable			
Inventory			
Other Current Assets			
Total Current Assets	**($82,500)**	**($165,000)**	**($247,500)**
Long-Term Assets			
Accumulated Depreciation			
Total Long-Term Assets			
Total Assets	**($82,500)**	**($165,000)**	**($247,500)**
Accounts Payable	$0	$0	$0
Income Taxes Payable	$0	$0	$0
Sales Taxes Payable			
Short-Term Debt			
Prepaid Revenue			
Total Current Liabilities	**$0**	**$0**	**$0**
Long-Term Debt			
Total Liabilities	**$0**	**$0**	**$0**
Paid-In Capital			
Retained Earnings		($82,500)	($165,000)
Earnings	($82,500)	($82,500)	($82,500)
Total Owner's Equity	**($82,500)**	**($165,000)**	**($247,500)**
Total Liabilities & Equity	**($82,500)**	**($165,000)**	**($247,500)**

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Projected Cash Flow Statement

	2019	2020	2021
Net Cash Flow from Operations			
Net Profit	($82,500)	($82,500)	($82,500)
Depreciation & Amortization			
Change in Accounts Receivable			
Change in Inventory			
Change in Accounts Payable	$0	$0	$0
Change in Income Tax Payable	$0	$0	$0
Change in Sales Tax Payable			
Change in Prepaid Revenue			
Net Cash Flow from Operations	**($82,500)**	**($82,500)**	**($82,500)**
Investing & Financing			
Assets Purchased or Sold			
Investments Received			
Change in Long-Term Debt			
Change in Short-Term Debt			
Dividends & Distributions			
Net Cash Flow from Investing & Financing			
Cash at Beginning of Period	$0	($82,500)	($165,000)
Net Change in Cash	($82,500)	($82,500)	($82,500)
Cash at End of Period	**($82,500)**	**($165,000)**	**($247,500)**

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Appendix

Profit and Loss Statement (With monthly detail)

2019	Jan '19	Feb '19	Mar '19	Apr '19	May '19	June '19	July '19	Aug '19	Sept '19	Oct '19	Nov '19	Dec '19
Total Revenue												
Total Direct Costs	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875
Gross Margin	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)
Gross Margin %												
Operating Expenses												
Operating Income	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)
Interest Incurred												
Depreciation and Amortization												
Income Taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Expenses	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875	$6,875
Net Profit	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)
Net Profit / Sales												

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

	2019	2020	2021
Total Revenue			
Total Direct Costs	**$82,500**	**$82,500**	**$82,500**
Gross Margin	($82,500)	($82,500)	($82,500)
Gross Margin %			
Operating Expenses			
Operating Income	**($82,500)**	**($82,500)**	**($82,500)**
Interest Incurred			
Depreciation and Amortization			
Income Taxes	$0	$0	$0
Total Expenses	**$82,500**	**$82,500**	**$82,500**
Net Profit	**($82,500)**	**($82,500)**	**($82,500)**
Net Profit / Sales			

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Balance Sheet (With Monthly Detail)

2019	Jan '19	Feb '19	Mar '19	Apr '19	May '19	June '19	July '19	Aug '19	Sept '19	Oct '19	Nov '19	Dec '19
Cash	($6,875)	($13,750)	($20,625)	($27,500)	($34,375)	($41,250)	($48,125)	($55,000)	($61,875)	($68,750)	($75,625)	($82,500)
Accounts Receivable												
Inventory												
Other Current Assets												
Total Current Assets	**($6,875)**	**($13,750)**	**($20,625)**	**($27,500)**	**($34,375)**	**($41,250)**	**($48,125)**	**($55,000)**	**($61,875)**	**($68,750)**	**($75,625)**	**($82,500)**
Long-Term Assets												
Accumulated Depreciation												
Total Long-Term Assets												
Total Assets	**($6,875)**	**($13,750)**	**($20,625)**	**($27,500)**	**($34,375)**	**($41,250)**	**($48,125)**	**($55,000)**	**($61,875)**	**($68,750)**	**($75,625)**	**($82,500)**
Accounts Payable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Income Taxes Payable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sales Taxes Payable												
Short-Term Debt												
Prepaid Revenue												
Total Current Liabilities	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Long-Term Debt												
Total Liabilities	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Paid-In Capital												
Retained Earnings												
Earnings	($6,875)	($13,750)	($20,625)	($27,500)	($34,375)	($41,250)	($48,125)	($55,000)	($61,875)	($68,750)	($75,625)	($82,500)
Total Owner's Equity	**($6,875)**	**($13,750)**	**($20,625)**	**($27,500)**	**($34,375)**	**($41,250)**	**($48,125)**	**($55,000)**	**($61,875)**	**($68,750)**	**($75,625)**	**($82,500)**
Total Liabilities & Equity	**($6,875)**	**($13,750)**	**($20,625)**	**($27,500)**	**($34,375)**	**($41,250)**	**($48,125)**	**($55,000)**	**($61,875)**	**($68,750)**	**($75,625)**	**($82,500)**

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

	2019	2020	2021
Cash	($82,500)	($165,000)	($247,500)
Accounts Receivable			
Inventory			
Other Current Assets			
Total Current Assets	**($82,500)**	**($165,000)**	**($247,500)**
Long-Term Assets			
Accumulated Depreciation			
Total Long-Term Assets			
Total Assets	**($82,500)**	**($165,000)**	**($247,500)**
Accounts Payable	$0	$0	$0
Income Taxes Payable	$0	$0	$0
Sales Taxes Payable			
Short-Term Debt			
Prepaid Revenue			
Total Current Liabilities	**$0**	**$0**	**$0**
Long-Term Debt			
Total Liabilities	**$0**	**$0**	**$0**
Paid-In Capital			
Retained Earnings		($82,500)	($165,000)
Earnings	($82,500)	($82,500)	($82,500)
Total Owner's Equity	**($82,500)**	**($165,000)**	**($247,500)**
Total Liabilities & Equity	**($82,500)**	**($165,000)**	**($247,500)**

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Cash Flow Statement (With Monthly Detail)

2019	Jan '19	Feb '19	Mar '19	Apr '19	May '19	June '19	July '19	Aug '19	Sept '19	Oct '19	Nov '19	Dec '19
Net Cash Flow from Operations												
Net Profit	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)
Depreciation & Amortization												
Change in Accounts Receivable												
Change in Inventory												
Change in Accounts Payable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Change in Income Tax Payable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Change in Sales Tax Payable												
Change in Prepaid Revenue												
Net Cash Flow from Operations	**($6,875)**	**($6,875)**	**($6,875)**	**($6,875)**	**($6,875)**	**($6,875)**	**($6,875)**	**($6,875)**	**($6,875)**	**($6,875)**	**($6,875)**	**($6,875)**
Investing & Financing												
Assets Purchased or Sold												
Investments Received												
Change in Long-Term Debt												

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

Change in Short-Term Debt												
Dividends & Distributions												
Net Cash Flow from Investing & Financing												
Cash at Beginning of Period	$0	($6,875)	($13,750)	($20,625)	($27,500)	($34,375)	($41,250)	($48,125)	($55,000)	($61,875)	($68,750)	($75,625)
Net Change in Cash	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)	($6,875)
Cash at End of Period	**($6,875)**	**($13,750)**	**($20,625)**	**($27,500)**	**($34,375)**	**($41,250)**	**($48,125)**	**($55,000)**	**($61,875)**	**($68,750)**	**($75,625)**	**($82,500)**

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

	2019	2020	2021
Net Cash Flow from Operations			
Net Profit	($82,500)	($82,500)	($82,500)
Depreciation & Amortization			
Change in Accounts Receivable			
Change in Inventory			
Change in Accounts Payable	$0	$0	$0
Change in Income Tax Payable	$0	$0	$0
Change in Sales Tax Payable			
Change in Prepaid Revenue			
Net Cash Flow from Operations	**($82,500)**	**($82,500)**	**($82,500)**
Investing & Financing			
Assets Purchased or Sold			
Investments Received			
Change in Long-Term Debt			
Change in Short-Term Debt			
Dividends & Distributions			
Net Cash Flow from Investing & Financing			
Cash at Beginning of Period	$0	($82,500)	($165,000)
Net Change in Cash	($82,500)	($82,500)	($82,500)
Cash at End of Period	**($82,500)**	**($165,000)**	**($247,500)**

CONFIDENTIAL - DO NOT DISSEMINATE. This business plan contains confidential, trade-secret information and is shared only with the understanding that you will not share its contents or ideas with third parties without the express written consent of the plan author.

PROPOSAL TO LEASE

TAB D- FINANCIAL PLAN ATTACHED

Financial Plan
WE LEAP INC.

Once the shelter is operational for a full year, We Leap will seek DVEC Certification. This will require setting up evidence-based practices for informing DVEC on particular prevention strategies that are making a positive difference in the lives of survivors. In addition, this data will allow for We Leap to secure sustainable state and federal funding by garnering support for proven programs.

YEAR ONE:

The primary expenses in year one pertain to capital and operational costs of running a shelter. The average costs per person in the shelter will be $ 2,500.00 in year one. For 20 individuals that equates to $50,000.00

We Leap will need to be able to supply the basic necessities for those needing to reside in the shelter. In order to do that we will need to begin simulated DVEC training for case managers to be able to manage calls from DVEC with referrals for shelter from Domestic Violence victims. This will require 40 hour DVEC Certification for each advocate that covers shelter-based outcomes from how to take taking hotlines, care for shelter residents and proper case management of shelter residents.

Cost to cover communications and safety will be a central component to providing assistance in the shelter. Phones lines and wifi for security enabled cameras and a security gate with password provided access will be needed. Phone access will need to be provided 24 hours to process DVEC hotlines and to assist with case management of shelter residents.

In addition, DVEC shelter counselors will coordinate group advocacy.

We Leap will seek to secure food donations from local food pantries and hot meal kitchen sites to stock the kitchen for those coming into the shelter.

In our first two years, we are projecting $ 365,856.00 in expenses and profits are unknown at the moment.

We expect shelter costs and salaries to be our two top expense. The first-year payroll costs will be minimal as Gwen McLeod will be doing most of the outreach. As things ramp up, we will bring on a couple of employees to help out. Fuel expenses should be minimal as we plan on leaving the van onsite and have minimal need to travel except to and from police stations for picking up prospective survivors.

We will have a modest outreach and advocacy budget —with much of our outreach being a continuation of presentations, literature and word of mouth and no-cost social media — as well as a small maintenance and repair budget for the van. The communications and shelters office equipment is new and shouldn't cost more than $1,000 annually to maintain and repair for the first two years.

Name/Position	**Computation**	**Cost**
Program Coordinator	$23,500 x 100% x 3 years	$ 70,500

Financial Plan
WE LEAP INC.

Advocate	$45,000 x 100% x 3 years	$135,000
Administrative Assistant	$10/hr. x 20 hrs / month x 36 months	$ 7,200

The Program Coordinator will coordinate the We Leap Program project by organizing regular coordinating meetings between all partner organizations, ensuring compliance with program requirements, and serving as the central point of contact for all shelter activities.

The Advocate is a liaison with the law enforcement agency, the Program Coordinator and Shelter residents. She/he will dedicate 100% of their time to assisting with case management of domestic violence, sexual assault, dating violence and stalking as well as safety planning and taking hotlines.

The Administrative Assistant for the project will be a part-time employee. She/he will be compensated at a rate of $10/hour. The designated time spent on the project will be 20 hours each month providing administrative and clerical support to the staff of the Victim Services Program.

TOTAL PERSONNEL: $212,700

Fringe Benefits - Fringe benefits are based on actual known costs. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Program Coordinator		
Employer's FICA	$70,500 x 7.65%	$ 5,393
Health Insurance	$70,500 x 6.12%	$ 4,315
Workmen's Compensation	$70,500 x 1.00%	$ 705
Unemployment Compensation	$70,500 x 0.50%	$ 353
Advocate		
Employer's FICA	$135,000 x 7.65%	$ 10,328
Health Insurance	$135,000 x 6.12%	$ 8,262
Workmen's Compensation	$135,000 x 1.00%	$ 1,350

Financial Plan
WE LEAP INC.

Unemployment Compensation	$135,000 x 0.50%	$ 675

Administrative Assistant

Employer's FICA	$ 7,200 x 7.65%	$ 551
Health Insurance	$ 7,200 x 6.12%	$ 441
Workmen's Compensation	$ 7,200 x 1.00%	$ 72
Unemployment Compensation 0.50%	$ 7,200 x	$ 36

TOTAL FRINGE BENEFITS: $32,481

TOTAL PERSONNEL AND FRINGE BENEFITS: $245,181

Equipment

Item	Computation	Cost (8)
Video Cameras	$750 x 8 cameras	$6,000

The video cameras will be used to monitor the shelter for safety.

TOTAL EQUIPMENT: $6,000

Supplies

Supply Items	Computation	Cost
Office Supplies (paper, computer discs, pens, etc.)	$150/month x 36 months	$5,400
Postage	$50/month x 36 months	$1,800
75 Victim Assistance Kits	$25/kit x 75 kits	$1,875

Office supplies and postage are needed for the general operation of the program. The Victim Assistance Kits will be provided to victims of domestic violence, dating violence, sexual assault, and stalking who

seek assistance from the program. The kits contain toiletries and other necessities. The estimated cost is based on previous kit prices from other programs. We estimate that at least 75 kits will be needed.

TOTAL SUPPLIES: $9,075

Contracts

Item	Computation	Cost
Cell Phone Service	$ 75/month x 36 months	$ 2,700
Vehicle Lease	$ 300/month x 36 months	$ 10,800

The Shelter Advocates will share a cellular phone so that they may be contacted 24 hours/day, 7 days a week to provide emergency services and transportation to victims in need.
A vehicle is needed for use by the Shelter Advocates, and other program staff to transport victims to and from the shelter, court, and other agencies and resources.

TOTAL CONTRACTS :$13,500

---**Other Costs**

Description	**Computation**	**Costs**
Sexual Assault Training Manual	$ 25/manual x 25 manuals	$ 625
Resource Manual	$ 25/manual x 75 manuals	$ 1,875
Crisis Hotline	$ 75/month x 36 months	$ 2,700
Brochures	$ .25/brochure x 1,000 copies x 2 Titles	$ 500
Rent	$1.50/sq. foot x 1,000 sq. feet x 36 months	$54,000
Utilities	$200/month x 36 months	$ 7,200
Housing Assistance	$500/family x 12 families/year x 3 years	$18,000

The Sexual Assault Training manuals will be purchased from the National Coalition on Domestic Violence Education Center and will be used in conjunction with the on-site training that will be provided by the Program Coordinator.

The Project Coordinator will develop and produce a Resource Manual for services both on and off the Reservation for victims of domestic violence, sexual assault, and stalking. Copies of the manual will be

provided to all units of Advocates and to victim services and social services agencies in the local community.

Many victims in the more geographically remote areas of the area do not have long distance service, and it is a long distance call for most of them to the program office. The project will continue to operate an 800 hotline for victims. It will be staffed by volunteers on a daily basis.

The program has previously developed brochures explaining the dynamics of domestic violence and sexual assault and detailing the services offered by the program. Additional copies of the brochures need to be reproduced. Based on previous distribution patterns, it is anticipated that the program will distribute 1,000 copies of each brochure during the first year.

The Victim Services Program will utilize the lease location as a safe house that is located in the local community. The house is used to provide temporary housing to victims of domestic violence and their minor children who are in need of a safe place to stay after fleeing an abusive situation.
The cost of utilities (i.e., gas, electric, and water service) is estimated to average $400/month. The services are necessary to ensure that the house is suitable for occupancy.
Funds have been budgeted to provide transitional housing assistance to at least one victim of domestic violence, dating violence, sexual assault or stalking each month. Each victim and her dependents will receive up to $500 to assist with rent and utility payments or security deposits.
TOTAL OTHER COSTS: $92,100

Budget Category Amount

1. **Personnel $212,700**
2. **Fringe Benefits $32,481**
3. **Equipment $6,000**
4. **Supplies $9,075**
5. **Contracts $13,500**
6. **Other Costs $92,100**

TOTAL PROJECT COSTS $ 365,856.00

PROPOSAL TO LEASE

TAB E- REFERENCES

19th Judicial Circuit Victims' Rights Coalition
Serving Indian River, Martin,
Okeechobee and St. Lucie Counties
411 South 2nd Street
Fort Pierce, FL 34950
772-462-1369

August 22, 2018

To Whom It May Concern:

The 19th Judicial Circuit Victims' Rights Coalition is comprised of Victim Service Providers, Law Enforcement Agencies and volunteers who are dedicated to protecting the rights of victims within the criminal justice system, advancing awareness and providing education of victim rights as well as coordinating services among community agencies on behalf of crime victims.

We Leap Inc. is an active member of the 19th Judicial Circuit Victims' Rights Coalition. Gwen McLeod has donated her time and skills to enhance the events and programs offered by the Coalition to help educate the public and raise awareness for Victims' Rights in St. Lucie County.

The Victims' Rights Coalition supports We Leap, Inc. in providing a women and children shelter in Fort Pierce. As agencies that work with victims of crime, the need for safe, temporary housing is a priority need for St. Lucie County.

Thank you,

Amy McKown

President

Dani Dreizehnter ~ itsdd@att.net ~ 772-626-2624

August 20, 2018

Re.: Letter of Support for WE LEAP

Dear City of Fort Pierce,

As a person who is very connected to our Fort Pierce community for the last 17 years, I'd like to take a moment to express my support for the vision of WE LEAP under the leadership of Gwen McLeod, in their quest to open a homeless shelter within our city limits, targeting homeless women and children. I have known Mrs. McLeod for many years in a professional capacity, and can speak of her professionalism and dedication to the families not only in our town, but all around the Treasure Coast. She spends endless hours to ensure that families are safe, children are fed, and they all have a place to rest their heads at night. However, that task has become increasingly more difficult as we have seen a depletion of resources in our community, while at the same time experiencing an increase in homelessness and food insecurity. Especially in my profession as a veteran police officer, it has become increasingly more difficult to point impacted families in the right direction, as it would require many of them to travel outside of our county to seek the assistance they may need. It is not uncommon to come across a mother and her children who face eviction, or other reasons for losing their home. Options at this time are getting on long housing waiting lists, cramming multiple families into a small home, separating kids from parents and spreading them among family members, sleeping in cars, or getting a place in one of the rooming houses, which often also house questionable adult males. None of these are great or necessarily safe options for our community children. These are temporary fixes that don't address the larger issue – giving our adults the means and tools to learn how to become self-sufficient to take care of themselves and their families in the future, and break the generational cycle of being a family in crisis.

It is for those reasons that I believe we are way overdue for a local homeless shelter, especially designed for women and their children. I believe Mrs. McLeod and WE LEAP, with their experience in assisting that target audience for many years, are the right ones to fill that particular void in our community. Mrs. McLeod is well in tune with the existing needs, has a way to properly communicate solutions, and has the resources and skills to connect people to organizations that can help beyond what WE LEAP may be able offer. Not only do I support Mrs. McLeod and WE LEAP in their endeavor, but in my personal and professional capacity, I would be humbled to extend my helping hand to the cause.

Please feel free to contact me, should you have further questions.

Sincerely,



Dani Dreizehnter

Fort Pierce Woman's Club

P O Box 3794

Fort Pierce, FL 34948

Dear City of Fort Pierce,

This letter is presented to you today as a Letter of Recommendation for Gwen McLeod. Gwen has been An outstanding member to this club for 4 years consistently! She holds the position of 2nd Vice President In the club currently, which over sees the membership roster for the club. She renews memberships And makes calls to remind, keeps our current roster of 106 members updated constantly. She also Holds the Position for our GFWC District 10 as being our Chairman of the Domestic Violence and Awareness. This position entails in getting every Woman's Club from Sebastian FL to Boca Raton to Understand the cause, Host events, give ideals for those clubs to raise money for the Domestic Violence and Awareness cause thru GFWC. This is a true passion of Gwen, she has taken her passion for the cause and thru her charity of We Leap, Inc.... has truly bought training, awareness and violence prevention to many people in the Treasure Coast Area. With her dedication and determination, the shelter will be coming to the Treasure Coast! My Letter of Recommendation is very easy to give with such a hard worker and determined person.

If you need to contact me in person, feel free to call 804-731 6119 or email me at Jerry@marykay.com

Sincerely,

Jerry Koedyker

FPWC President

PROPOSAL TO LEASE

TAB F- Past Experiences

City of Fort Pierce, Florida
PROCLAMATION

WHEREAS, the establishment of Teen Dating Violence Awareness and Prevention Month will benefit young people, their families, schools and communities regardless of socioeconomic status, gender, sexual orientation or ethnicity; and

WHEREAS, everyone, has the right to a safe and healthy relationship and to be free from abuse.

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of February:

Teen Dating Violence
Awareness and Prevention Month

in the City of Fort Pierce and urge all citizens to BREAK THE SILENCE and promote awareness and prevention of the quiet epidemic of teen dating violence.



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 February, 2017.

Linda Hudson

MAYOR/COMMISSIONER

"A City for All Ages"

Proclamation

WHEREAS, *females between the ages of 16-24 are more vulnerable to intimate partner violence, experiencing abuse at a rate almost triple the national average; and*

WHEREAS, *one in three adolescent girls in the United States is a victim of physical, emotional or verbal abuse from a dating partner, a figure that far exceeds victimization rates for other types of violence affecting youth; and*

WHEREAS, *high school students who experience victimization in a dating relationship are more likely to use drugs and alcohol, engage in risky sexual behaviors, carry patterns of abuse into future relationships, experience a disruption in the normal development of self-esteem and body image and commit suicide; and*

WHEREAS, *nearly half of teens who experience dating violence report that incidents of abuse took place in a school building or on school grounds, only 33% of teens who are in an abusive relationship ever tell anyone about the abuse, and 81% of parents surveyed either believe teen dating violence is not an issue or admit they do not know if it is in one; and*

WHEREAS, *these statistics indicate a quiet epidemic that demands our attention and a change for the better; and*

WHEREAS, *by educating the public at large about the dangers, pervasiveness and warning signs of teen dating violence, and especially by educating young people about healthy relationships and relationship skills, we can effect positive change; and*

WHEREAS, *by formally recognizing Teen Dating Violence Awareness and Prevention Month, the City of Port St. Lucie can support valued community stakeholders, like We Leap, Inc., in carrying out the needed public education.*

NOW, THEREFORE, *I, Gregory J. Oravec, Mayor of the City of Port St. Lucie, do hereby proclaim that February 2018, be observed as:*

Teen Dating Violence Awareness and Prevention Month

in Port St. Lucie and urge all citizens to BREAK THE SILENCE and promote the awareness and prevention of the quiet epidemic of teen dating violence.

In witness whereof, I have hereunto set my hand and caused the Official Seal of the City of Port St. Lucie, Florida, to be affixed, this sixth day of February in the year of our Lord, two thousand eighteen.

Gregory J. Oravec, Mayor

FOR: Karen Philips, City Clerk

RESOLUTION

A RESOLUTION PROCLAIMING FEBRUARY 2017 AS "TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH" IN ST. LUCIE COUNTY, FLORIDA

WHEREAS, the Board of County Commissioners of St. Lucie County, Florida has made the following determinations:

1. Females between the ages of 16-24 are more vulnerable to intimate partner violence, experiencing abuse at a rate almost triple the national average.
2. One in three adolescent girls in the United States is a victim of physical, emotional or verbal abuse from a dating partner, a figure that far exceeds victimization rates for other types of violence affecting youth.
3. High school students who experience physical violence in a dating relationship are more likely to use drugs and alcohol, are at greater risk of suicide and are much more likely to carry patterns of abuse into future relationships.
4. Young people victimized by a dating partner are more likely to engage in risky sexual behaviors and the experience may disrupt normal development of self esteem and body image.
5. Nearly half of teens who experience dating violence report that incidents of abuse took place in a school building or on school grounds. Only 33% of teens who are in an abusive relationship ever tell anyone about the abuse, and 81% of parents surveyed either believe teen dating violence is not an issue or admit they do not know it if it one.
6. By providing young people with education about healthy relationship and relationship skills and by changing attitudes that support violence, we recognize that dating violence can be prevented.
7. It is essential to raise community awareness and to provide training for teachers, counselors and school staff so that they may recognize when youth are exhibiting signs of dating violence.
8. The establishment of Teen Dating Violence Awareness and Prevention Month will benefit young people, their families, schools and communities regardless of socioeconomic status, gender, sexual orientation or ethnicity.
9. Everyone has the right to a safe and healthy relationship and to be free from abuse.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Lucie County, Florida that this Board does hereby proclaim the month of February 2017 as "Teen Dating Violence Awareness and Prevention Month" and urge all citizens to BREAK THE SILENCE and promote the awareness and prevention of the quiet epidemic of teen dating violence.

PASSED AND DULY ADOPTED this 21st day of February, 2017.

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS:

COUNTY ATTORNEY

WE LEAP INC. AWARENESS PROGRAMS
EVERYONSE DESERVES A HEALTHY RELATIONSHIP



One in six abused women reports that her partner first abused her during pregnancy, and according to the Centers for Disease Control, at least 4 to 8 percent of pregnant women report suffering abuse during pregnancy.

New Beginnings Program Educates, empower and supports first time expectant mothers between the ages of 13-25 years of age. WE LEAP INC. conducts community baby showers as an awareness, intervention and prevention mechanism to introduce new mothers to resources and programs that are available to assist during difficult times of parenting. The empower showers will provide first time mothers with tools for identifying an unhealthy relationship and then providing tools and information to help build and maintain a healthy relationship, to promote a safe and healthy environment free from domestic violence and child abuse.

WE MATTER – EDUCATING & EMPOWERING YOUTH



Awareness and Prevention Training for Teen Leaders

Youth-Led Awareness Projects and Campaign

Decreased Victimization and Perpetration

Serve As Positive Role Models and Peer Educator

ANNUAL TEEN DATING VIOLENCE AWARENESS SYMPOSIUM

Studies show that bullying and teen dating violence is a major social problem: one in five female high school students report being physically and/ or sexually abused by a dating partner and one in three teens say they know a friend who has been hit, punched or slapped by a partner.

Contact Us: WE_LEAP@COMCAST.NET **Phone:** 772-940-1632 **WEB:** WWW.WE-LEAP2.COM

WE LEAP INC. AWARENESS PROGRAMS
EVERYONSE DESERVES A HEALTHY RELATIONSHIP

Women and Men Excelling, Leading, Empowering and Preserving
WE LEAP

NOW SERVING: PORT ST. LUCIE & FORT PIERCE



NO MORE
"THAT DOESN'T HAPPEN TO GUYS"

HE MATTERS



1 in 7 men will be a victim of domestic violence or abuse in their lifetime. A man is severely assaulted by his wife/girlfriend every 14.6 SECONDS

HE MATTERS Men Empowerment and Awareness sessions is designed to break the silence about domestic violence against men, and promote male involvement in domestic violence awareness and advocacy in the community

SHE MATTERS



1 in 4 women will be victims of domestic violence or abuse in their lifetime.

SHE MATTERS Empowerment and Awareness sessions is designed to break the silence about domestic violence against women, and promote women involvement in domestic violence awareness and advocacy in the community.

Contact Us: WE_LEAP@COMCAST.NET **Phone:** 772-940-1632 **WEB:** WWW.WE-LEAP2.COM

P.O. Box 446 Fort Pierce, FL 34954
Phone: (772) 672-3710 Fax: (772) 618-6616 website: www.mrcfamily.com
Building Strong Families, Growing Great Kids!

August 4, 2017

Dear Gwen,

All of us at the Multicultural Resource Center deeply appreciate your collaboration and participation in our 2017 summer program. Your presentation to our students on teen dating violence awareness from your Safe Teen Leadership Program was informative, interactive, and empowering. This appreciation extends to you personally and to *We Leap, Inc*. We are encouraged to know that you and your organization are dedicated to serving those who have suffered from domestic violence and to educating our community on this important issue. You are an extraordinary presenter, Gwen McLeod. St. Lucie County is fortunate that you are part of our community and doing such important work with a passion and dedication to serve.

It was evident in all 8 weeks of the training's that this is an issue of great importance and interest to all participants. It was also evident that your presentation touched many because they either have been personally impacted or know of someone who has suffered from the unhealthy control of another human being. I highly recommend this Safe Teens Leadership Program and would encourage you to continue your pursuit of educating youth and teens about this serious and sensitive topic. Because of you and *We Leap, Inc.* these individuals now know that there is support available and that others care deeply. We cannot thank you enough.

Best wishes as you continue your work and grow your organization. Please let us know how we might continue to partner. We want what you want and that is for all citizens of our community to enjoy healthy and nurturing relationships.

Sincerely,

Marcus Dixon

Marcus Dixon, Executive Director
MRC - Multicultural Resource Center

The Multicultural Resource Center is funded by Children's Services Council of St Lucie County. The Children's Services Council is a dedicated source of revenue established by voter referendum to improve the lives of children and families in St Lucie County.

Children's Services Council of St. Lucie County

Find us on facebook



Walmart Distribution Center 7038
4001 S Jenkins Rd.
Fort Pierce, Florida
34981
772.467.4500

May 18, 2015

Dear Gwen McLeod,

On behalf of the Florida HR Managers for Walmart Logistics I would like to thank you for taking part in our 2015 HR Strategy Meeting. This Florida HR Strategy Meeting has only been taking place for three years now and because of dedicated Community Leaders such as you it continues to grow and improve. Your talk on "Domestic violence awareness in the Workplace" was one of the most talked about upon completion of our meeting. The HR Managers can utilize the information that you shared to help them in their daily work to support our associates.

It was an honor for our team to have had you as part of our panel.

Sincerely,
Christie Briggs-Goldson PHR
Divisional HR Manager, Florida and Puerto Rico
Walmart Logistics

EVERYONE DESERVES A HEALTHY RELATIONSHIP

Dear Community Partner,

I would like to take this opportunity to introduce our organization. We are WE LEAP INC. a 501c3 not for profit domestic violence awareness and outreach organization founded in June 2014 in St. Lucie County, FL. Our organization provides prevention and intervention information and education to community residents that promote healthy relationships and bring a greater awareness to the issue of domestic violence and abuse.

Charity starts at home and spreads abroad, however so does violence. The unique goal of our organization is to deal with the root causes of abuse and violence and also provide support to those who are living in unsafe situations. Our community prevention outreach efforts will target both adults, and youth to help implement necessary skills for creating and maintaining healthy relationships. These skills will promote appropriate conduct in relationships at home, school, workplace and community. Our focus is to provide participants with the knowledge, support and resources needed to break the cycle of derogatory, violent and abusive behaviors which produce dysfunctional relationships. We are on a mission to increase awareness in order to create a new cycle of healthy productive relationships in every area of life. Our concentrated outreach efforts which currently consist of community support groups and mentoring teens and youth in the community will progressively begin to reduce occurrences of violence and abuse particularly in predominate areas of Fort Pierce affected by violence, drugs, and poverty.

As a resident living on the Treasure Coast I am grateful for all the organizations that have worked so diligently for many years to serve the needs of our communities. It is in this respect as the founder and director of WE LEAP INC. that I would like to expresses our interest in forming partnerships with other service providers in this community and surrounding communities on the Treasure Coast. WE LEAP INC. services complement the mission to support children and families, reduce the crime rate in targeted areas, and provide services to unidentified victims of domestic violence and abuse on the Treasure Coast. We would very much like to hear from you and hope to receive a favorable response soon. Please visit our website for current events and programs or give me a call at 772-940-1632.

We Are Working Together for Our Community's Future!

Sincerely,

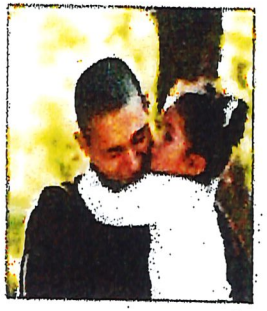
Gwen McLeod
Executive Director
WE LEAP INC.
302 N. 23rd Street
Fort Pierce, FL. 34947
Phone: 772.940.1632
E-mail address
WE_LEAP@COMCAST.NET
Website: WE-LEAP2.COM

"All you can change is yourself, but sometimes that changes everything!" –
Gary W Goldstein

HE MATTERS- REAL D.A.D PROGRAM

(REAL DEDICATED AND DEPENDABLE)



REAL D.A.D

(REAL DEDICATED AND DEPENDABLE)

WHEN: PROGRAM WILL MEET MONTHLY THE 2ND & 4TH MONDAY'S

WHERE: MULTICULTURAL RESOURCE CENTER. 302 N. 23RD ST. FT PIERCE FL.

TIME: 6:30PM TO 8:00PM

FACILITATORS: MR. JERRIME SHELLS AND MR. JOSEPH SANTIAGO

CT US: WEB: WE- LEAP2.COM EMAIL: WE_LEAP@COMCAST.NET PHONE: 772-940-1632

Free Enrollment

REAL D.A.D's program is a male intervention program under the WE LEAP INC. (HE MATTERS) outreach initiative. Father's and fathers to be will be equipped with the leadership tools to become the leaders of our households and communities as a constant hero in our children's life. Male teens and young adults without children are extremely encouraged to attend. REAL DAD's is ideal for fathers 13-18 years of age and older. The program objectives include:

- Fatherhood Skill Development and Training
- Father & Child Socialization, outings and activities
- Male Bonding between Fathers and Fathers to be
- Increased male awareness on domestic abuse issues *"Men that Matter Do Not Batter"*
- Increase Dedicated and Dependable Fathering
- Build a strong male support network for fathers
- Promote healthy relationships

WE LEAP

501C3 NON PROFIT

Women and Men Excelling, Leading, Empowering and Persevering

WE LEAP

Everyone Deserves A Healthy Relationship

Break the Cycle of Abuse

Join the Awareness Movement

To End Domestic Violence & Teen Dating Violence

VISIT OUR WEBSITE:
WE-LEAP2.COM
Phone: 772.940.1632

VISIT WE LEAP INC. ON FACEBOOK

Visit the WE LEAP website for upcoming community outreach programs and events, or to make tax deductible donations

Florida Domestic Violence Hotline at
1-800-500-1119



THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

September 14, 2018

We Leap Inc.
P.O. Box 3852
Ft. Pierce, FL 34948
Attn: Gwendolyn McLeod

RE: Clarification Information – RFP No. 2018-049 Sale or Lease of Surplus Property 505 North 7th Street

Dear Ms. McLeod:

I would like to thank you for responding to RFP No. 2018-049- Sale or Lease of Surplus Property 505 North 7th Street. After reviewing your submittal it has been determined that clarification is required in order for staff to proceed to the Evaluation phase of this process. In your submittal, you proposed to lease the building but there was no clear understanding of a proposed lease rate per square foot, or if you anticipate making improvements to the structure along with a timeline. I am requesting that you clearly state a response to the following:

- Lease rate per square foot or if you're proposing to lease at no cost
- Proposed improvements
- Timeline for the improvements.

Please provide this additional information on or before **Friday, September 21, 2018 by 5:00 P.M.** If you fail to complete and return this information on or before this date, the City of Fort Pierce will be entitled to reject your submittal for failure to provide additional information required to evaluate your proposal.

You may submit this information, via email (biddesk@city-ftpierce.com), copy to Gelencia Carter (gcarter@city-ftpierce.com.), or U.S. Postal Mail (100 North U. S. #1, Fort Pierce, FL 34950). If you have any questions please feel free to contact the Purchasing Division at (772) 467-3748.

We appreciate your interest in doing business with the City of Fort Pierce.

Sincerely,
CITY OF FORT PIERCE

Gelencia Carter, MPA
Purchasing Manager

GC/lh

cc: Rebecca Grohall, Director of Planning

WE LEAP INC.
PO BOX 3852 FORT PIERCE, FL. 34948 • 772-940-1632 • WE_LEAP@COMCAST.NET

09/19/2018

City of Fort Pierce
100 North US1, Fort Pierce, Fl. 34950
Fort Pierce, Fl 349450

RE: Clarification Information- RFP No. 2018-049 Sale or Lease of Surplus Property

Dear City of Fort Pierce,

This letter is to provide clarification on our submittal of the Lease of Surplus Property located at 505 North 7th Street.

In response to clarification in th following areas: Lease Rate, Proposed Improvements, and Timeline for the improvements.

- **Lease rate per square foot or if you're proposing to lease at no cost.**
  WE LEAP INC. is seeking a long term leasing arrangement with the City of Fort Pierce to establish a women and children shelter at no cost or at a cost of $1.00 each year for the use of the property.

- **Proposed Improvements**
  The current proposed improvements to the building will include renovations, repairs or replacement of necessary aspects of the builing to make it ADA compliant, safe and inhabital for residential use. The proposed improvements if necessary will consist of Roof Repairs »Grounds (parking lot, landscaping, fencing) »Building interior / exterior painting. Repairs for the Ceiling, Flooring, Windows, Walls, Doors, HVAC, insulation, plumbing, electrical wiring, and light fixtures. Kitchen Upgrades to include Counter Tops, Cabinets, and appliances. Bathroom renovations to include adding showers and adult sinks and toilets. Laundry Room, Sprinkler System, and Security System.

- **Timeline for the Improvements**

Planning and Managing A Construction/Renovation Project of this magnitude will requirethe development of a (PCIC) Planning-Capital & Improvement Committee. The PCIC will be responsible for the overall development of the scope of work , planning required for capital improvements to the property and how to pay for the capital improvements. This committee will be instrumental in helping Identify/estimate cost of improvements for the scope of work for this project.

The Scope of Work will help us to:
- know the scope of the significant capital improvement and if an architect may be required
- identify if a general contractor, construction manager and landscape designer should be consulted through a planning process
- Determine "wants"vs. "needs"
- Identify potential costs associated with hiring a property manager, construction manager, architect, and general contractor

Determine how to pay for capital improvements
- Fundraising (Purple Tie Event, Annual 5K, Silent Auctions, Donations, Pledges)
- Grants (Various Providers)
- Other Funding Sources

Phase 1 – Development of a (PCIC) Planning-Capital & Improvement Committee
30 days

Phase 2 - Building/Shelter layout and Design and Architech/ Engineer Plans
1 to 2months

Phase 3 - Securing Contractors- Bid Proposals
30-45days

Phase 4- Commencing with the project plan repairs and improvements
4 to 6 months

Total Timeline Estimated for project completion
9 to 12 months

I hope that this information provides the clarification needed. Thanks for your assistance in this process.

Sincerely,

Gwendolyn McLeod, M.S.
CEO & FOUNDER
WE LEAP INC.

AN APPRAISAL REPORT
OF THE FORMER DAYCARE FACILITY
LOCATED AT
505 NORTH 7TH STREET
FORT PIERCE, FL

PREPARED FOR

THE CITY OF FORT PIERCE

AS OF

AUGUST 23, 2017

PREPARED BY

THOMAS A. OSTEEN, MAI, SRA

AND

COOPER OSTEEN
ST. CERT. GEN. RZ3707

OSTEEN APPRAISAL SERVICES INC.

REAL ESTATE APPRAISERS AND CONSULTANTS
LICENSED REAL ESTATE BROKERS

THOMAS A. OSTEEN, MAI, SRA
ST.CERT.GEN.REA RZ174

112 ORANGE AVENUE
FT. PIERCE, FL 34950

FT.PIERCE (772) 461-3363
FAX (772) 489-2393
OFFICE@OSTEENAPPRAISAL.COM

August 24, 2017

Rebecca Grohall
Planning Director, City of Fort Pierce
Fort Pierce, FL 34950

RE: An appraisal report of the former daycare facility that is now vacant located at 505 North 7th Street in Fort Pierce, FL.

Dear Ms. Grohall:

As you requested on behalf of the City of Fort Pierce, we have completed an appraisal of the above referenced property. The purpose of the appraisal is to estimate the Market Value to the Fee Simple Title to the property as of the effective appraisal data, or August 23, 2017. The client and intended user of the appraisal is The City of Fort Pierce. The City of Fort Pierce will be utilizing the appraisal for internal decision making involving the subject, which is owned by the City of Fort Pierce.

The subject of the report is a vacant 9,432 square foot institutional type facility located near downtown Fort Pierce on the west side of North 7th Street. The building was previously occupied by Head Start daycare facility, but has been vacant for the past several years. The building is CBS construction and although it is older and requires some updating, it is adaptable to various uses that are either in tune with the site's existing R-4 zoning, or that are possibly available through conditional use avenues.

We note that the assignment was completed with an original inspection date of July 25, 2017. However, at that time the ground level of the subject building was not available for access due to unsanitary conditions. The facility has since been cleaned and was re-inspected on August 23, 2017. There was also additional information available on a previous listing of the subject property, which was not disclosed to us by the agent. The client has provided additional information on that listing. The client requested that the physical status of the subject building after cleaning and information on the subject's previous listing be incorporated into a revised appraisal. This report is being completed for that purpose and utilizes an effective date of August 23, 2017, which is the date of the last property inspection.

We certify that, to the best of our knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount that would result in approval of a loan.

Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for State Certified Appraisers and the current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation.

The following appraisal report complies with all regulations issued by the appropriate regulatory entities, regarding the enactment of Title XI of the Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA). The Market Value estimate is predicated on the assumption that the normal marketing period has already taken place. We estimate that it should take up to six months to market the property based on our estimate of value.

A description of the property appraised, together with an explanation of the appraisal procedures utilized, is contained in the body of this report.

Respectfully submitted,



Thomas A. Osteen, MAI, SRA
State Certified General Real Estate Appraiser, RZ174



Cooper Osteen
State Certified General Real Estate Appraiser, RZ3707

TABLE OF CONTENTS

TABLE OF CONTENTS ..... **V**

LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS **7**

EXECUTIVE SUMMARY **9**

INTRODUCTORY COMMENTS **10**

- INTENDED USER, INTENDED USER 10
- PREVIOUS APPRAISAL / ADVISORY SERVICES INVOLVING THE SUBJECT 10
- MARKET VALUE 10
- INTEREST APPRAISED 13
- DEFINITION OF FEE SIMPLE TITLE 15

IDENTIFICATION OF PROPERTY **15**

SCOPE OF APPRAISAL **15**

LEGAL DESCRIPTION **16**

HISTORY OF OWNERSHIP **16**

SUMMARY OF NEIGHBORHOOD DATA **17**

SUMMARY OF THE SUBJECT SITE **22**

- SITE CHARACTERISTICS 22
- ZONING & LAND USE 22
- BOUNDING PROPERTIES 23
- TOPOGRAPHY 23
- HAZARDOUS WASTE SITES 23
- EASEMENTS 23
- DEED RESTRICTIONS 23
- 2016 ASSESSMENT AND TAXES 23

SUMMARY OF IMPROVEMENTS **25**

- SITE IMPROVEMENTS 27

HIGHEST AND BEST USE **30**

- CONCLUSION - AS VACANT 31
- CONCLUSION –AS IMPROVED 32

THE APPRAISAL PROCESS **33**

SALES COMPARISON APPROACH **35**

- PREFACE 35
- UNIT OF COMPARISON 35
- DISCUSSION OF ADJUSTMENTS 37
- VALUE CORRELATION 38

RECONCILIATION **42**

EXPOSURE PERIOD **43**

CERTIFICATION **44**

QUALIFICATIONS OF THOMAS A. OSTEEN, MAI, SRA **46**

QUALIFICATIONS OF COOPER OSTEEN, ST. CERT. GEN. RZ3707 ..... **47**

LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS

1. The value given in this appraisal report represents the opinion of the signer as to the Value AS OF THE DATE SPECIFIED. Values of real estate are affected by an enormous variety of forces and conditions will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.

2. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.

3. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made unless so stated.

4. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.

5. Information as to the description of the premises, restriction, improvements and income features of the property involved in this report has been submitted by the applicant for this appraisal, or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in this report.

6. The physical condition of the improvements described herein was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of the same. The property is assumed to be free of termites and other destructive pests.

7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by any one but the applicant without the previous written consent of the appraiser or the applicant, and in any event only in its entirety.

8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA and MAI designations.

9. The appraisers herein, by reason of this report are not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.

Limiting Conditions and Underlying Assumptions (continued)

10. The Contract for the appraisal of said premises is fulfilled by the signatories hereto upon delivery of this report duly executed.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report.

12. It is assumed that all licenses, certifications of occupancy, consents, or other legislative or administrative authority from local state or national government, or private entity or organization, have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

13. The appraisal expresses the opinion of the signers and is not contingent upon a predetermined value. Neither the employment to make the appraisal nor the compensation in any way determined the amount of the valuation reported.

14. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraisers have no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, ureaformaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required discovering them. The client is urged to retain an expert in this field, if desired.

EXECUTIVE SUMMARY

Type of Property	Institutional design / Former Daycare that is now vacant and awaiting continuation of the previous use or conversion to an alternative use.
Location	505 North 7th Street
Effective Date of the Appraisal	August 23, 2017
Date of Transmittal	August 24, 2017
Previous Appraisal / Advisory Services Involving the Subject	No previous valuation services.
Property Rights Appraised	Fee Simple
Highest and Best Use As Vacant	Multi-family, institutional, or office development.
Highest and Best Use As Improved	Existing use; revamping of the building improvements to support institutional or office usage.
Zoning	R-4; Medium Density Residential
Site Size	29,800 SF
Building Size	9,432 SF (Includes finished and partially finished area on 1st and 2nd level)
Intended Use/Intended User	The appraisal will be utilizing the appraisal for internal decision making. The client and intended user of the report is the City of Fort Pierce.
Exposure Period	12 Months
Market Value to the Fee Simple Title as of July 25, 2017	$190,000

INTRODUCTORY COMMENTS

Intended User, Intended User

The intended user of the report is the City of Fort Pierce. The City of Fort Pierce will utilizing the report for internal decision making involving the subject property, which is owned by the city.

Previous Appraisal / Advisory Services Involving the Subject

We have not been hired to perform any valuation related services involving the subject within the past three years prior to being hired to complete the current assignment for the City of Fort Pierce.

Market Value

Section 1110 of Financial Institutions Reform, Recovery, and Enforcement Act's (FIRREA) instructions to the Office of Thrift Supervision uses the definition of Market Value below as developed by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and adopted by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.

> "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> a. buyer and seller are typically motivated;
>
> b. both parties are well informed or well advised, and acting in what they consider their best interests;
>
> c. a reasonable time is allowed for exposure in the open market;
>
> d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
>
> e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Source: Financial Institutions Reform, Recovery and Enforcement Act (FIRREA), Title XI. "Appraisal Reform Amendments", dated August 9, 1989.

SUBJECT PHOTOS

SUBJECT FRONT



SUBJECT REAR



TYPICAL INTERIOR



KITCHEN



INTERIOR HALLWAY



7TH STREET



CEDAR PLACE



REAR PARKING



Interest Appraised

The interest appraised herein is the Fee Simple Estate of the Subject Property. See Extraordinary Assumptions related to this item.

Definition of Fee Simple Title

The Dictionary of Real Estate Appraisal (Fifth Edition 2010), by the Appraisal Institute, defines Fee Simple Estate on page 78 as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

IDENTIFICATION OF PROPERTY

The subject is a 9,432 square foot (Finished & Partially Finished 1st and 2nd Level Area) concrete block facility located on the north side of 7th Street near downtown Fort Pierce. The property was formerly utilized as a daycare facility (Head Start) but is now vacant and owned by the City of Fort Pierce. The property was constructed in 1950 and has adaptability to various forms of institutional or light commercial uses, pending conditional use approval in some cases.

SCOPE OF APPRAISAL

In estimating value, only the Sales Comparison Approach is used. This is the only reliable valuation method that accurately portrays market interaction.

The reliability of the Cost Approach is negatively impacted by the older age of the subject's improvements. Additionally, we are finding that market participants are not gauging value in the marketplace by methods that pattern the Cost Approach. Buyers and sellers are relying on comparable sale transactions and active listings to gauge value. Thus, the Cost Approach is omitted.

The Income Approach is omitted since the subject property has primary appeal to owner occupants. Properties in the subject's market segment are not typically traded on the basis of income generation potential and the Income Approach is excluded as a result.

Information regarding the valuation was obtained from several sources, including public records of St. Lucie County, governmental agencies of St. Lucie County and the City of Fort Pierce, members of St. Lucie County Board of Realtors, Loopnet, and market participants. Data was obtained both in documented format as well as from personal interviews with individuals in the marketplace and/or associated with the government. Presentation, as well as discussion of this data, is included in the body of this report. Tax records are used in establishing the size of the improvements.

The assignment was completed with an original inspection date of July 25, 2017. However, at that time the ground level of the subject building was not available for access due to unsanitary conditions. The facility has since been cleaned and was re-inspected on August 23, 2017. There was also additional information available on a previous listing of the subject property, which was not disclosed to us by the agent. The client has provided additional information on that listing. The client requested that the physical status of the subject building after cleaning and information on the subject's previous listing be incorporated into a revised appraisal. This report is being completed for that purpose and utilizes an effective date of August 23, 2017, which is the date of the last property inspection.

LEGAL DESCRIPTION

The subject's legal description was taken from the St. Lucie County Property Appraiser's office as follows:

FEE AND MAY`S RE-S/D BLK K LOTS 1, 2, 3, 18, 19 AND 20 (MAP 24/10C)

HISTORY OF OWNERSHIP

The subject property is currently owned by:

City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954

According to Saint Lucie County property records, there have been no recent sales or transfers of the subject property.

The subject property was listed in the MLS system for sale by Coldwell Banker 9/9/2016 for a price of $120,000, or $12.72 per square foot. (Based on Primary Floor Area) The client reported to us that listing or a price was never approved by the owner. The subject was part of a larger portfolio that was listed for sale, although there was never a formal listing agreement completed involving the subject property. The city became aware of the listing as offers began to be submitted. The city commission declined all of the offers and subsequently withdrew the listing from the market disapproving of the listing price.

Listings can typically be utilized as a barometer of the upper end of the market. However, this is not necessarily true in the subject's case as the listing price was not agreed to or approved by the seller. The agent did reported receiving several offers on the property including some at or near the listing price. Evaluating the conditions surrounding this particular listing, the price is likely more indicative of a lower value boundary than an upper boundary.

Because of the unique circumstances involving the listing, any information related to the offering is used with caution and not weighted heavily in the valuation.

SUMMARY OF NEIGHBORHOOD DATA

The relationship of the subject property with surrounding properties forms the basis of neighborhood analysis. The 10th Edition of the Appraisal of Real Estate refers to forces, which influence property value as, "Social, economic, governmental, and environmental forces influence property values in the vicinity of a subject property, which in turn, directly affects the value of the subject property itself." Neighborhood analysis is thus a study of forces and factors, which will tend to influence the value of the subject property in the future. The subject neighborhood is broken down and analyzed as follows:

Neighborhood Boundaries

Neighborhood analysis requires identification of boundaries. The boundaries may be defined by complimentary land uses, social factors, economic, or physical boundaries. In the case of this appraisal assignment, the neighborhood is largely comprised of northern Fort Pierce; this area is mostly contained west of US Highway 1, north of Okeechobee Road and Delaware Avenue, and south of the C-25 canal. The western boundary is defined by Hartman road in the southern portion of the neighborhood and Angle Road in the northern portion of the neighborhood.

Road Linkages & Neighborhood Overview

The subject neighborhood is located in northern Fort Pierce, a city of approximately 40,000 that largely grew out of marine related activity following its incorporation in 1901. The city is located approximately mid-way between Orlando and Miami and is considered to be in an outlying area relative to large metropolitan development. Northern Fort Pierce is associated with some of the earliest, dense residential growth in the city. This area is now generally characterized by older housing of modest design standards relative to newer development in the city. The neighborhood is of typical layout, with interior portions containing a high concentration of rooftops and commercial uses seen along neighborhood boundaries and secondary feeder streets that are geared towards serving nearby residents.

Orange Avenue is a primarily a four lane State Road with an interstate interchange approximately 3 miles west of the subject. It runs from Interstate 95 to the west to US Highway 1 to the east, which is the county's most developed commercial corridor. Traffic loads along Orange Avenue range from approximately 10,000 cars per day to 17,000 cars per day in various stretches between Interstate 95 and US Highway 1.

US Highway 1 is the primary north/south corridor in the eastern portion of the Saint Lucie County and represents the eastern neighborhood boundary. An abundance of highway oriented commercial uses are found on this highway, whose traffic loads are in excess of 25,000 cars per day in most areas of the subject neighborhood. Access into the interior

portions of the neighborhood from US Highway 1 is by way of Orange Avenue, Avenue D, Delaware Avenue, in addition to a network of smaller off streets like Avenue E, Avenue M, etc. The subject is located in the northeastern section of the neighborhood two blocks west of US Highway 1 at Avenue E & 7th Street.

Residential Overview

As outlined, the subject neighborhood is largely comprised of dense residential populations associated with early Fort Pierce development.

Commercial & Industrial Uses

Commercial land uses in the neighborhood are concentrated along major corridors of Orange Avenue, US Highway 1, and South 25th Street. These streets house the neighborhood's most desirable commercial land due to having the heaviest exposure and being easily accessible for residents in basically any portion of the neighborhood. Secondary feeder streets of 33rd Street, Angle Road, Avenue D, and Delaware Avenue are less densely developed but contain a mix of commercial and residential uses. Commercial corridors are outlined below:

- Orange Avenue provides primary access through the central portion of the neighborhood and is the only traffic linkage running from the interstate to US Highway 1 in the neighborhood. Orange Avenue goes on to provide access into the Fort Pierce downtown area and waterfront districts of Fort Pierce. Orange Avenue is a mature commercial corridor without an adequate supply of vacant land left for development. Commercial development is generally characterized by older buildings, primarily housing local tenants. There are several strip centers located in the area, in addition to an abundance of free standing building occupied by users such as Universal Sign Company, Perry Music, Ramallah Grocery, etc. Limited commercial development is also seen on secondary streets that intersect Orange Avenue, primarily comprised of small local retail or service businesses. In its easternmost portion, Orange Avenue has seen heavy investment activity over the past year with investors looking to eventually capitalize on the westward expansion of the downtown area. Investors are actively pursuing city support for the improvement of several buildings in the area to establish an art district. Acquisitions to this point have been focused at or east of 7th Street near Orange Avenue. This activity has influenced surrounding areas like the subject, but has been concentrated near the Orange Avenue corridor, which lies 4/10 mile south of the subject property.

- South 25th Street is the neighborhood's western north/south corridor and contains a mix of commercial uses. Older residential uses are seen interspersed with commercial conversion properties and some newer development. By and large South 25th Street, like Orange Avenue, is characterized by older development. The 25th Street corridor served as a support corridor for early residential development in the city, and many original buildings are still in place.

- US Highway 1 is the county's primary north / south corridor and is located in the eastern portion of the neighborhood. This highway has the neighborhood's highest traffic loads and serves as a county traffic artery. A variety of commercial development is seen along US Highway 1 including gas stations, fast food restaurants, strip and free standing retail, offices, auto-repair, etc. This is generally a preferred corridor among larger credit tenants such as Publix, who anchors a shopping center just beyond the northeast corner of the neighborhood. Rental rates are at a premium to other neighborhood corridors along US Highway 1, and occupancy levels are higher to those along Orange Avenue and South 25th Street. The subject retains good access from US Highway 1.

- Avenue D is a fairly well traveled two lane road that has been the focal point of extensive city revitalization efforts. It also contains a fairly large amount of older, locally run commercial development.

- Both Angle Road and 33rd Street are primarily characterized as local residential feeder roads. Angle Road borders dense residential development to the east and contains a mix of residential, commercial, and industrial operations between Orange Avenue and Kings Highway. A pocket of industrial land use is seen in proximity to the Avenue D and Angle Road intersection including the south side of Metzgar Road, North 42nd Street, and Mariah Circle. Light industrial uses are mostly in form of below average quality warehouse buildings occupied by various types of tenants including vehicle repair, warehouse storage, recycling facilities, etc.

Downtown Fort Pierce

The subject lies within approximately 1/2 mile of the Fort Pierce Central Business District, accessed by continuing east along Orange Avenue. Much of the traffic flow along Orange Avenue originates to and from the downtown area. The core CBD is located to the east of US Highway 1, although a transition to office, professional, and retail uses has been seen moving westward, with the prevalence of this expected to increase over the next several years with the recent completion of a federal courthouse and deployment of private capital into the area.

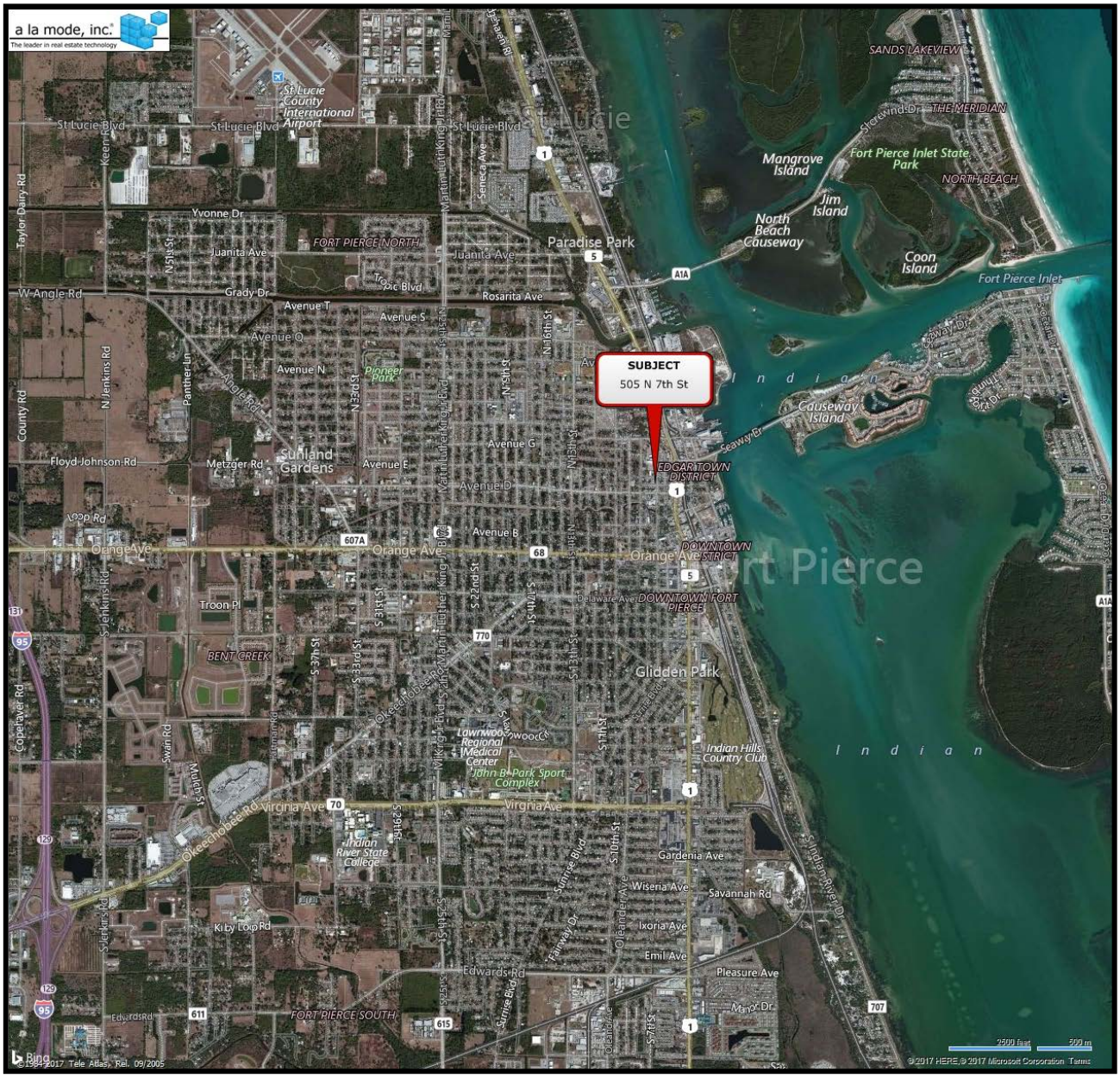
Market Conditions

The local economy and real estate markets have continued to recover in the aftermath of the recession. The improved commercial market has now at least reached stabilization locally in almost all areas. Prime and 2nd tier locations are experiencing upward pricing pressure for improved property in many areas. Fort Pierce continues to lag behind more favorably located commercial property in neighboring Port Saint Lucie and Vero Beach, although real estate activity is heightened in centralized areas of Fort Pierce and along primary corridors. This has included a significant uptick in investment purchases in and around the downtown area and a rise in land sale volume.

Summary

The neighborhood has historically experienced support from original Fort Pierce residential base. Market trends have shifted from declining to stable over the past 2 years. While the market has been in somewhat of a stagnant state over that time period in terms of volume and price movement, the most recent indicators are positive. The neighborhood is a fairly mature area with some positive fundamental influence including the downtown area, the Fort Pierce waterfront districts and the port, and a good road network.

NEIGHBORHOOD MAP



SUMMARY OF THE SUBJECT SITE

Site Characteristics

- ***Address:*** 505 North 7th Street
- ***Shape:*** Rectangular in shape
- ***Dimensions:*** Approximately 200'X150'
- ***Frontage:*** The subject has approximately 200' frontage along North 7th Street. The northern and southern property borders each maintain approximately 150' frontage respectively along Avenue E & Cedar Place
- ***Total Land Area***: 29,800 SF
- ***Access***: No formal access from North 7th Street. There is an access drive that flows into the parking lot from Cedar Place and exits on Avenue E. There is also a separate parking lot that is entered and exited from Avenue E.
- ***Main Corridor***: US Highway 1 is located 2 blocks east.
- ***Fema Flood Zone***: Flood zone "X", Map Panel 12111C0179J (2/16/2012)
- ***Census Tract***: Census Tract 3801
- ***Utilities***: Water, sewer, electric, garbage provided by FPUA

Zoning & Land Use

The subject property is zoned R-4 by the City of Fort Pierce. This is a medium density residential zoning designation that makes allowances for a variety of land use either through semi-restricted uses or conditional uses including single and multi-family use, generally below densities of 10 units per acre, limited neighborhood oriented commercial uses, and certain types of institutional uses. Semi-Restricted uses include single family use, duplexes, triplexes and quadraplexes, multi-family housing developments, townhome dwellings, etc. Conditional uses present some additional potential use avenues, although these types of uses must be approved. These include community centers and non-profit clubs, churches, schools, and daycare centers, neighborhood commercial uses, etc. Based on our interviews with the city planning department, the subject previously had a conditional use permit for operation as a daycare facility, but that permit has expired due to the length of time the property has been non-operational.

This section of the property has a land use classification of the subject property is RME, Medium Density Residential. The current zoning of the site is compatible with the land use classification. This is also intended to primarily encourage a variety of residential uses, in addition to making allowances for some other types of institutional or light commercial use in selected areas.

Bounding Properties

The subject is bounded by residential homes to the east and west, a non-profit center to the south, and a medical office to the north.

Topography

The subject site slopes downward from east to west. The site is otherwise clear.

Hazardous Waste Sites

No hazardous waste was noted by the appraiser. However please refer to item #14 of the Limiting Conditions and Underlying Assumptions of this report.

Easements

No adverse easements are known to exist. We are not aware of any access easements in place either through or to the subject property.

Deed Restrictions

There are no known deed restrictions that hinder the development of the site.

2016 Assessment and Taxes

According to the St. Lucie County tax records, the subject property is assessed as follows:

Parcel ID Number	Just / Market	Assessed	Taxes
2410-601-0134-000-8	$352,600	$202,180	$0

The owner is a tax exempt authority. The assessed value of $202,180 is well above our estimate of market value. Taxes would be expected to rise substantially if the property were purchased by a non-tax exempt party, although the subject may be a candidate for a tax appeal if the assessment were to remain in its current range.

SITE MAP


AVENUE F
CEDAR PL
N 7TH ST
N 6TH ST
N 8TH ST
N US HIGHWAY 1
17L
16K
K
J
L
F
I
5

SUMMARY OF IMPROVEMENTS

Building improvements were constructed in 1950 according to tax records. The building is comprised of several different sections that were formally utilized for different functions of the daycare center that was operating from the property. Exterior building features are outlined as follows:

- Flat and Gable Style Roof
- Concrete block construction
- 2-Level
- Wood Sub-Floor in Upper Level
- Window and Roof Mounted Individual A/C units

The subject property contains a total of 9,432 square feet including 2nd level finished space, and both the finished and partially finished space on the first level. There is additional, what basically amount to basement space on the first level, but that is excluded in the summation of primary building square footage. The subject's 9,432 square foot total, is what we considered to be primary building square footage that offers utility for operations that would typically occupy the building.

Interior / Configuration

The interior of the building is basically divided into four sections: The office wing, classroom & multipurpose, kitchen & dining, and the lower level. Upper and lower levels are located in the southern and western sections of the building. Lower levels are ground height like the upper level because of the site's downward slope from east to west, but must be accessed via a narrow stairwell on the interior. The lower level can be access from the exterior also at ground level.

Office Wing: The office wing is located at the southern end of the facility and contains roughly 1,276 square feet on the main (Upper) floor. This area is comprised of four offices and one restroom. The finishes are fair in quality and includes tile and low quality carpet floors, acoustical tile ceilings, fluorescent lighting and painted drywall. The interior conditions is rated as being well below average and the building will require updating / renovation prior to occupancy. The office wing includes a hallway.

Kitchen / Dining / Other: The kitchen and dining area are located in the western section of the building on the main (Upper) level. These areas contain similar finishes to the office wing; there is a dedicated kitchen area and large open dining room. This section of the building contains a larger classroom area at its northern end. Two restrooms are located in this portion of the building and are accessible by a hallway. This area contains roughly 2,025 square feet including the hallway, which has concrete flooring.

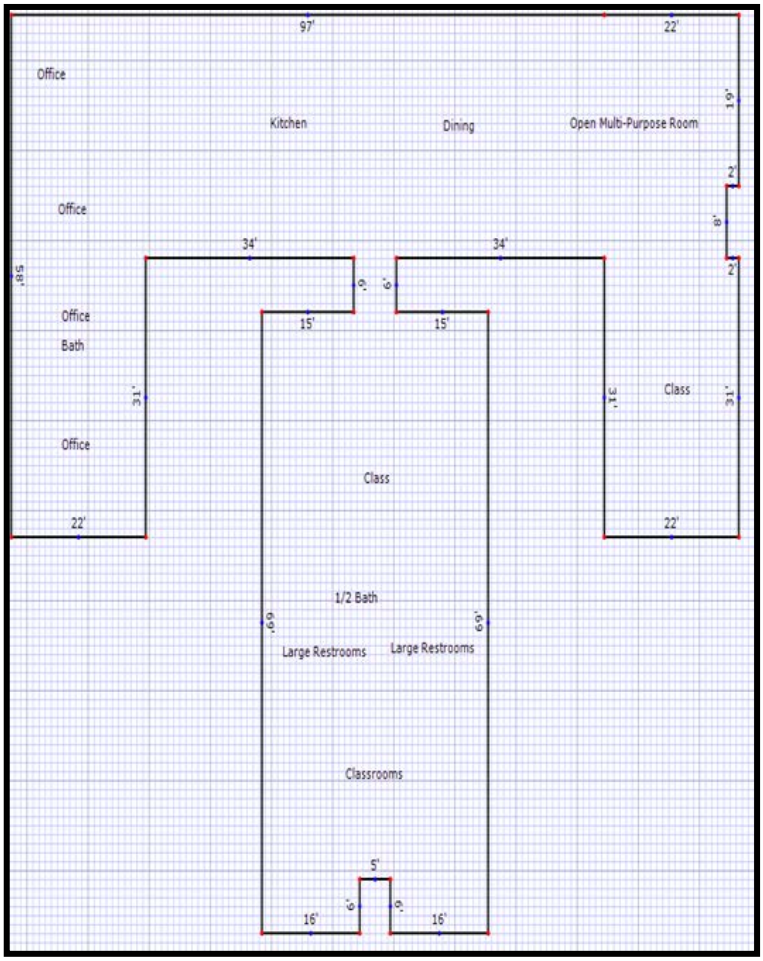
Classrooms / Multi-purpose: Classrooms and other rooms are located in two wings located at the central and northern portion of the building. The central wing contains a classroom, large sized children restrooms, a ½ bath, and a recreational or multi-purpose room. The northern wing contains a large open room. In addition to similar deferred maintenance observed throughout other areas of the building, the central section of this building area appeared to contain damage to the sub-floor structure. These areas contain a total of approximately 3,825 square feet.

Lower Level: The lower level contains 2,306 square feet of finished and semi-finished space. Approximately ½ to 2/3'rds of this space is similar to 2nd level finishes with 3 individually partitioned offices or classrooms and a restroom. There is also what appears to have been previously utilized as a laundry room, and storage space. The balance of space is basically classified as storage space with concrete floors and lower ceiling heights. The lower level has additional area that is considered basement with dirt floors, but this area holds no real utility due to lack of finishes and the fact that the ceiling height drops from south to north as the slope of the ground moves upward.

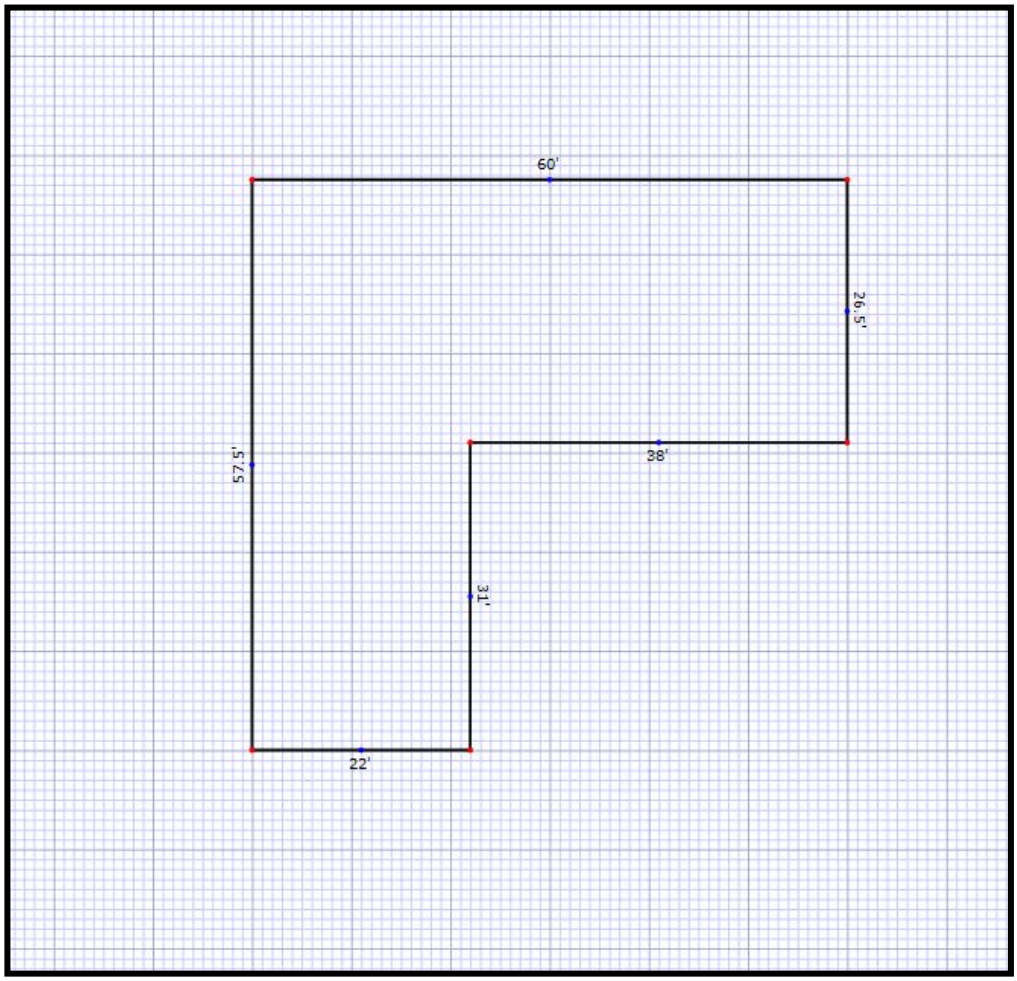
Site improvements

The subject contains access off of Cedar Place and an asphalt paved parking area that exists onto Avenue E. The property has approximately 13 bumpered parking spaces in this area. There is a separate small parking area on the northern side of the building that can be access by vehicle and that has a wheelchair ramp into the building. The front yard is fenced.

BUILDING SKETCH



LOWER LEVEL USEABLE AREA



HIGHEST AND BEST USE

The value of real property is of course directly related to the use to which it can be put. It follows that a particular parcel may have several different levels under alternative uses. Accordingly, the property appraised herein is appraised under its Highest and Best Use which is defined as:

> The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property - specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

The source of this definition is the Dictionary of Real Estate Appraisal, Fifth Edition, Page 93.

In order to establish the highest and best use of the property, several factors must be considered. These elements pertain to features such as size, zoning, location, access, utilities, trend of surrounding development, and demand. Demand for the end product is the criteria judging whether or not it is feasible to construct at the present time. The highest and best use analysis follows on the next page.

Conclusion - As Vacant

- Legally Permissible: The subject is zoned for residential usage in various forms, in addition to limited commercial uses or alternative institutionally related use. Outside of traditional residential development, most of the other uses allowed in this zone are through conditional use channels, meaning they must receive city approval. We have analyzed the factors that are generally evaluated in the city's approval process for a conditional use and spoken with the city regarding the subject's likelihood of being able to support institutional or limited commercial use. This portion of the site is just off of US Highway 1 and fronts 7th Street. Similar locations in the neighborhood are peppered with institutional and neighborhood oriented commercial uses. Considering all factors, the subject is a good candidate for use flexibility outside of the residential realm, as evidenced by its previous approval for operation of a daycare facility.

- Physically Possible: The subject is 29,800 square feet, a sufficient size to allow for various forms of development in tune with zoning. The site has adequate accessibility and has access to utilities. The site slopes downward from east to west, a factor that could require special development attention depending on building size and layout.

- Financially Feasible: The localized real estate market has seen improvement and been best characterized as stable over the past 24 months. The subject has potential, through zoning, to support commercial usage, various forms of residential development, or institutional usage. Prices in these market segments do not yet justify new development with a profit incentive. Therefore, the subject site should be left vacant in an interim use until market conditions improve and price increase.

- Maximally Productive: Because of the subject's size and location, it may experience demand for development outside of the typical residential / multi-family realm. Churches, daycares, or schools are likely front-running uses since the supply of land that is well applied to these types of uses is in greater scarcity than that applicable to typical residential development. As development feasibility returns to the market, these uses should be classified as frontrunners in terms of productivity. The subject also has capacity for typical multi-family development, which may also represent a productive use of the property over a 1 to 3 year horizon.

Conclusion –As Improved

The existing improvements contribute value to the vacant site and are considered the highest and best use. The existing improvements, however, are at the point of rehabilitation or use conversion. There are some items that need immediate repair attention to preserve the structural integrity of the building such as floor areas that were observed to be soft or in otherwise compromised condition. Outside of this, the market will demand varying degrees of updating and replacement of building systems and finishes prior to new operations.

The use of the building will be the driver in terms of what type renovations and updates will be required. The subject is likely best geared towards a use similar to the last one in the building, which was a childcare facility. This or a related use is initially recognized as favorable since avoiding a change in use will likely trigger less building code regulations than a change in use. Secondly, the subject is configured in a manner that is conducive to this type of use. While the building requires updates, the general layout is favorable for childcare facilities or pre-schools.

The subject has physical adaptability to other uses including offices or other forms of institutional use like ALF's or churches. However, the feasibility of uses that require significant physical modification in addition to likely triggering additional building code regulations is questionable.

THE APPRAISAL PROCESS

The valuation process is the orderly program in which the data used to estimate the value of the subject property are acquired, classified, analyzed, and presented. The first step in the process is to define the appraisal problem - i.e., identify the real estate, the effective date of the value estimate, the property rights being appraised, and the type of value sought. Once this has been accomplished, the appraiser collects and analyzes the factors that affect the market value of the subject property. These factors are addressed in the area and neighborhood analyses, the site and improvement analysis, and the Highest and Best Use analysis, and in the application of the three approaches to value. Appraisers generally use three approaches to value: The Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach.

The first approach is the Cost Approach to value. Accrued depreciation is deducted from the cost new of the improvements and this figure is added to the land value to indicate the value of the whole property. Generally, land value is obtained through sales comparison. The reproduction cost new of the improvements is estimated based on current prices for component parts of the building less depreciation, which is computed by analyzing the disadvantages of deficiencies of the existing building as compared to a new building. The Cost Approach is excluded from this assignment as outlined in the scope of work.

The Sales Comparison Approach is used to estimate the value of the land as though vacant and/or the property as improved. The appraiser gathers data on sales of comparable properties and analyzes the nature and conditions of each sale, making logical adjustments for dissimilar characteristics. Typically, a common denominator is found. For land value, the unit of comparison is usually price per square foot or price per acre; for improve properties, it may be price per square foot, price per unit, or a gross rent multiplier. The Sales Comparison Approach produces a good indication of value when sales of similar properties are available. The Sales Comparison Approach is utilized in this assignment.

The Income Approach is predicated on the assumption that a definite relationship exists between the amount of income a property can earn and its value. In other words, value is created by the expectation of income benefits to be derived in the future. In this approach, the anticipated annual net income is stabilized and then converted into a value estimate by division using a market derived overall. The Income Approach is not used in this assignment.

The final step in the valuation process is the reconciliation or correlation of the value indications. In the reconciliation, the appraiser considers the relative applicability of each of the approaches used, examines the range of the value indications, and gives most weight to the approach that appears to produce the most reliable solution to the appraisal problem. The purpose of the appraisal, the type of property, and the adequacy and reliability of the data are analyzed; also considered in assessing the reliability of each approach to value. To apply the three approaches to value, information pertaining to the

fair market value of the subject property must be derived from the market because the appraiser seeks to anticipate the actions of buyers and sellers in the market.

SALES COMPARISON APPROACH

Preface

The Dictionary of Real Estate Appraisal (Fifth Edition), by the Appraisal Institute, defines Sales Comparison Approach on page 176 as follows:

> "The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison."

Unit of Comparison

The unit of comparison most widely used in the valuing commercial buildings of the subject's type is the sale price per square foot of building area. Note that the subject's square footage of 9,432 includes certain areas of higher and lower utility levels. These are evaluated on blended basis and the subject's quality and condition ratings reflect a net balance of all of the space included in the total 9,432 squrae feet of primary buiding area.

In our search for sales, we have attempted to locate sales that are in similar locations and that are similar in highest and best use challenges to the subject. The data is outlined on the next page and is followed by a discussion of adjustments and the value correlation:

SUMMARY OF SALES					
	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4
LOCATION	505 North 7th Street Fort Pierce, FL	912 Avenue I Fort Pierce, FL	827 Sunrise Boulevard Fort Pierce, FL 34950	500 Orange Avenue Fort Pierce, FL	302 North 23rd Street Fort Pierce, FL
SALES PRICE / LISTING PRICE	$200,000	$ 125,000	$145,000	$ 139,000	$ 129,000
CASH EQUIVELENCY ADJUSTMENT	-	$ -	-	$ -	$ -
CASH EQUIVELENT SALE PRICE	$200,000	$ 125,000	$145,000	$ 139,000	$ 129,000
ARM'S LENGTH SALE	Expired Listing	Yes	Yes	Yes	Yes
PROPERTY RIGHTS	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
OR BOOK/PAGE	N/A	3756, 520	N/A	4003, 2339	3919, 1346
SALE DATE	Expired 9/19/2016	May-15	Jul-17	May-17	Sep-16
SITE SIZE (SF)	29,800	24,375	20,669	18,924	32,025
ZONING	R-4	R-4	R-4	C-3	R-3
ADJUSTED BUILDING AREA (SQ.FT.)	9,432	5,258	2,816	7,161	6,597
LAND TO BUILDING RATIO	32%	22%	14%	38%	21%
QUALITY	Fair	Average	Average	Average	Average
AGE / CONDITION	1950 / Fair	1987 / Average-	1925 / Average-	1935 / Average-	1954 / Average
SALE OR LISTING PRICE / SF	**$21.20**	**$23.77**	**$51.49**	**$19.41**	**$19.55**
ADJUSTMENTS					
Market Conditions	-20%	10%	0%	0%	0%
Adjusted SP/SQ.FT	$16.96	$26.15	$51.49	$19.41	$19.55
Location	0%	0%	-10%	-10%	10%
Design / Quality	0%	-10%	0%	-10%	0%
Age / Condition	0%	0%	0%	0%	-15%
Zoning	0%	0%	0%	-5%	0%
Building Area	0%	-10%	-25%	0%	-10%
Site Improvements / Site Coverage	0%	0.0%	-10%	0%	0%
Net Adjustment	0%	**-20.0%**	-45%	**-25%**	**-15%**
Adjusted S.P./SQ.FT.	**$16.96**	**$20.92**	**$28.32**	**$14.56**	**$16.62**

Discussion of Adjustments

- **Conditions of Sale**: The conditions surrounding each sale were initially analyzed. We determined that there are no adjustments necessary for sales in this data set. The subject's expired listing is adjusted downward for conditions of sale as a sale agreement was not able to be reached. Only a moderate conditions of sale adjustment is necessary based on our conversations with the listing agent regarding the property. We point out that offers to purchase were made during the listing period.

- **Market Conditions:** The market has shown improvement in various sectors since 2014. However, the institutional market is low in volume and older institutional properties in similar neighborhoods have lacked price improvements seen in higher volume market segments. Only a moderate adjustment is made to Sale 1 as there has been some level of improvement in the market since Mid-2015 that can be evidenced through data in other market segments. Other sales are either newer or there has otherwise been no discernable price improvements since their closing.

- **Sale 1:** Sale 1 is a multi-purpose facility that has been marketed as a group home, ALF, and recovery center. The property is best geared for institutional uses and has overlap in highest and best use with the subject. The location is similar, but Sale 1 is a more modernized facility that is considered to be of better quality than the subject. This sale's condition is similar to the subject. Adjustments are made to reflect these differences. Other characteristics between Sale 1 and the subject are similar.

- **Sale 2**: Sale 2 is also a former childcare facility that was being marketed for its ability to support institutional usage or office usage. The property was last occupied by the Daniel M Foundation, which specialized in the care of children with learning disabilities. The property, like the subject, requires substantial updating / renovation to support most uses. That said, it is much smaller than the subject, a factor that results in higher prices per unit. Particularly when substantial renovations are required, larger properties become much more costly on a gross price / cost level and the market becomes much more limited. A substantial downward adjustment for size is necessary due to these influences. Sale 2 is located close to downtown like the subject, but receives better exposure along Sunrise Boulevard, a factor that makes it more appealing for most institutional uses. A downward adjustment is made for exposure, size, and yard area.

- **Sale 3**: Sale 3 is one of the more recent sales located in the immediate area of the subject, which involved the former post office building. The facility had been partially gutted and required re-building on the interior. The exterior was of better design and quality than the subject. Initially, a downward adjustment is made for

Sale 3's location along higher traffic Orange Avenue. This opens up the use possibilities for Sale 3 vs. the subject. This should result in a larger buyer pool and ultimately a higher price level. Sale 3 is also adjusted downward for its superior design and quality. The property is classified as being similar in condition. A downward adjustment is made for zoning. The impact of this may have been negated to some extent since the city was evaluating use proposals along with price as a consideration in selling the property. We were not privileged to the impact this had on price if any, but some market participants reported it being a factor. A downward adjustment of 5% is made for zoning.

- **Sale 4**: Sale 4 is a similar era church facility that had a main sanctuary and an educational wing. Because of location, building design, and layout, there is overlap in highest and best use between the subject and Sale 4. The property lacks downtown proximity and is adjusted upward by 10%. The property is considered similar to the subject in quality and design, but is in better condition. A downward adjustment is made for condition and size. No other adjustments are necessary between Sale 4 and the subject.

Value Correlation

The subject is a unique property with limited directly comparable sales available. The sales used, as a group, bracket the highest and best use and the marketability of the subject property. The range of adjusted prices is wider than what is preferred, although this is not overly surprising given the low volume nature of the market segment and the physical differences that exist between the subject and the best comparable sales. Sales ranged in adjusted price from $14.56 to $28.32 per square foot. Overall, with consideration to all of the data, the subject is best supported at a value parameter of $20.00 Per Square Foot. Market Value by the Sales Comparison Approach is now calculated as follows:

9,432 SF @ $20.00 Per Square Foot
=$188,640
Rounded to $190,000

IMPROVED SALES MAP



IMPROVED SALES PHOTOS

SALE 1



SALE 2



SALE 3



SALE 4



RECONCILIATION

The three approaches to value which were utilized produced the following value results.

COST APPROACH	Not Used
SALES COMPARISON APPROACH	$190,000
INCOME CAPITALIZATION APPROACH	Not Used
FINAL MARKET VALUE OPINION TO46 FEE SIMPLE TITLE AS OF 8/23/2017	$190,000

The Sales Comparison Approach is supported through four recent sales involving competitive facilities to the subject that overlap in highest and best use. The sales form a supported data set for establishing the subject's market value. The sales were supported by analysis of the subject's previous listing and one active listing that is recognized as the lower value boundary.

The Sales Comparison Approach was determined to be the only approach to produce credible valuation results. Therefore, it is the only approach employed and is given full weight.

The Fee Simple Market Value estimate of the subject property as of August 23, 2017, the effective appraisal date, is as follows:

ONE HUNDRED NINETY THOUSAND DOLLARS
($190,000)

EXPOSURE PERIOD

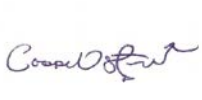
The appraisal is based on an implied exposure period of 12 months.

CERTIFICATION

- We certify that, to the best of our knowledge and belief,..
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of subsequent event.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Thomas Osteen, MAI, SRA and Cooper Osteen have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.
- Our value conclusion, as well as other opinions expressed herein, is not based on a requested minimum value, or specific value, or approval of a loan.
- As of the date of this report, I Thomas Osteen, MAI, SRA have completed the requirements of the continuing education program of the Appraisal Institute.
- This report is subject to review by the State of Florida and by the Appraisal Institute.
- We have not been hired to perform any valuation related services involving the subject property in the three years prior to being hired to appraise the property for the City of Fort Pierce in the current engagement.



Thomas A. Osteen, MAI, SRA
State Certified General Real Estate Appraiser, RZ174



Cooper Osteen
State Certified General Real Estate Appraiser RZ3707

QUALIFICATIONS OF THOMAS A. OSTEEN, MAI, SRA

Professional Memberships

- MAI - member, Appraisal Institute of Real Estate Appraisers.
- SRPA - Senior Real Property Appraiser - Society of Real Estate Appraisers.
- SRA - Senior Residential Appraiser - Society of Real Estate Appraisers.

Professional Experience

- State Certified General Appraiser - State of Florida Since June, 1990, #RZ0000174
- President - Osteen Appraisal Services, Inc. - 1984 - Present.
- Licensed Real Estate Broker - State of Florida since 1984.
- Broker - Salesman - State of Florida - 1981 - 1984.
- Real Estate Salesman - State of Florida - 1976 - 1981.

Professional Training

- Numerous courses and appraisal seminars between 2000 and 2011
- Bachelor of Science Degree, Real Estate Major, Florida State University, 1976.
- Associates of Arts Degree, Indian River Community College, 1974

Experience

Continuous appraisal of real property in the State of Florida since 1976. Appraisal practice encompasses a wide array of commercial, agricultural and residential properties including complex special purpose properties.

Continuing Education

As of the date of this report I, Thomas A. Osteen, MAI, SRA, SRPA has completed the requirements under the continuing education program of the Appraisal Institute.

QUALIFICATIONS OF COOPER OSTEEN, ST. CERT. GEN. RZ3707

Licensure

COOPER OSTEEN, ST. CERT. GEN. RZ3707

Education

John Carroll High School, Graduated May, 2001.

Indian River Community College, Graduated 2003, AA Degree.

University of Mississippi, Graduated May 2008, B.A. Degree.

Professional Memberships

Residential Associate Member, Appraisal Institute

State of Florida – ST. CERT. GEN. RZ3707

Appraisal Courses and Seminars Completed

Appraisal Institute – "Basic Appraisal Principles" April, 2007 (30 Hours) Denver, CO

Appraisal Institute – "Basic Appraisal Procedures" April, 2007 (30 Hours) Denver, CO

Appraisal Institute – "15 Hour National USPAP Course" April, 2007 (15 Hours) Denver, CO

Appraisal Institute – "Residential Market Analysis & Highest and Best Use" May, 2007 (15 Hours) Tampa, FL

Appraisal Institute – "Residential Site Valuation and Cost Approach" May, 2007 (15 Hours) Tampa, FL

Appraisal Institute – "Residential Sales Comparison & Income Approaches" July, 2007 (30 Hours) Miami, FL

Appraisal Institute – "General Appraiser Income Approach Part 1"
2008
(30 Hours) Tampa, FL

Appraisal Institute – "General Appraiser Sales Comparison Approach"
2009

(30 Hours) Ft. Lauderdale, FL
Appraisal Institute – "General Appraiser Market Analysis and Highest & Best Use"
2009 (30 Hours) Fort Lauderdale, FL

Appraisal Institute – "General Appraiser Report Writing and Case Studies"
2010 (30 Hours) Fort Lauderdale, FL

Appraisal Institute – "General Appraiser Site Valuation & Cost Approach"
2011 (30 Hours) Fort Lauderdale, FL

Types of Property Appraised

- Single Family Residences
- Single Family Condominium Units
- Small Income Producing Properties
- Vacant Residential Land
- Vacant Agricultural Land
- Mobile Homes
- Vacant Commercial Land
- Barrier Island Property
- Small Chain Restaurants
- Small Professional / Medical Office
- Light Industrial
- Flex Warehouses
- Office Condominium Units
- Strip Retail Centers
- Mobile Home Parks
- Office Buildings

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)	2159133	PO 18-R45	18-R45

Pub Dates
November 9, 2018
November 16, 2018

Sworn to and subscribed before me this day of, November 16, 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 CONVEYANCE OF
REAL PROPERTY

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 13 of the City Charter and having determined that this property is not needed for public purpose, will consider the adoption of Resolution No. 18-R57, authorizing the transfer of certain real property generally located at 505 N 7th Street in response to RFP 2018-049 at its meeting which begins at 6:30 p.m. on Monday, November 19, 2018, at City Commission Chambers, 100 N US Highway 1, Fort Pierce, FL. The property is proposed to be transferred to Maloma Peterkin in exchange for $75,000.00.
All interested parties may appear at the meeting and be heard with respect to the conveyance of land. Said resolution and supporting documents will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway #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
Pub Nov.9th&16th 2018
Tcn 2159133