

# CITY OF FORT PIERCE

## CITY COMMISSION AGENDA

Regular Meeting - Monday, December 3, 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** - Pastor Trevor Banks, Resurrection Life Family Worship Center
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
  - a. Approval of the minutes from the November 5, 2018 Regular Meeting and November 26, 2018 Special Meeting for City Attorney Finalists..
6. **PROCLAMATIONS**
7. **LETTERS TO COMMISSION**
8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.
9. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**
10. **MISCELLANEOUS REPORTS**
  - a. 2019 City of Fort Pierce Legislative Program Presentation and Approval

- b. Presentation and update on Clean & Safe Initiative (CSI) program.

11. **CONSENT AGENDA**

- a. Approval of the installation of two (2) vertical 120-gallon propane tanks at 3603 River Birch Dr.
- b. Approve waiver of fees in the amount of \$158.53 associated with lot clearing lien against N 9th Street, Fort Pierce, FL 34950, Parcel ID #2403-711-0031-000-2 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. Corrected from 11/19/2018 agenda.
- c. Request to reduce code enforcement lien in the amount of \$1,600.00 against 1912 Tucker Court, Ft. Pierce, FL 34950 - Parcel ID Number 2409-712-0023-000-4 - previously owned by Delfino & Maria Pita, 1912 Tucker Court, Ft. Pierce, FL 34950 and currently owned by Muhammad Saghir, 1912 Tucker Court, Ft. Pierce, FL 34950 to \$500.00 payable in 30 days. This amount includes the \$250.00 administrative fee, which may be waived by the City Commission.
- d. Request to reduce code enforcement lien in the amount of \$69,240.00 against 427 N 12th St., Rear B, Ft. Pierce, FL 34950 - Parcel ID Number 2409-501-0267-010-1 - previously owned by L Discount Photo & Video Inc, 527 NE 125th St., Miami, FL 33161 and currently owned by South East Builders Group Inc., 152 SW Pilsner Circle, Port St. Lucie, FL 34953 to \$1000.00 payable in 30 days. This amount includes the \$250.00 administrative fee, which may be waived by the City Commission.
- e. Request to reduce code enforcement lien in the amount of \$69,240.00 against 427 N 12th St., Rear A, Ft. Pierce, FL 34950 - Parcel ID Number 2409-501-0267-010-1 - previously owned by L Discount Photo & Video Inc, 527 NE 125th St., Miami, FL 33161 and currently owned by South East Builders Group Inc., 152 SW Pilsner Circle, Port St. Lucie, FL 34953 to \$1000.00 payable in 30 days. This amount includes the \$250.00 administrative fee, which may be waived by the City Commission.
- f. Request to reduce code enforcement lien in the amount of \$52,690.00 against 2404 Oleander Avenue, Ft. Pierce, FL 34982 - Parcel ID Number 2422-604-0002-000-0 - previously owned by Joan R. Stevenson (Est), 2404 Oleander Avenue, Ft. Pierce, FL 34982 and currently owned by Evone D. McArthur (sister), 2404 Oleander Avenue, Ft. Pierce, FL 34982 to \$250.00 to cover administrative fee and payable in six (6) months. This amount may be waived by the City Commission.

- g. Request to reduce code enforcement lien in the amount of \$195,250.00 against 2404 Oleander Avenue, Ft. Pierce, FL 34982 - Parcel ID Number 2422-604-0002-000-0 - previously owned by Joan R. Stevenson (Est), 2404 Oleander Avenue, Ft. Pierce, FL 34982 and currently owned by Evone D. McArthur (sister), 2404 Oleander Avenue, Ft. Pierce, FL 34982 to \$250.00 to cover administrative fee and payable in six (6) months. This amount may be waived by the City Commission.
- h. Request to reduce code enforcement lien in the amount of \$110,610.00 against 2404 Oleander Avenue, Ft. Pierce, FL 34982 - Parcel ID Number 2422-604-0002-000-0 - previously owned by Joan R. Stevenson (Est), 2404 Oleander Avenue, Ft. Pierce, FL 34982 and currently owned by Evone D. McArthur (sister), 2404 Oleander Avenue, Ft. Pierce, FL 34982 to \$250.00 to cover administrative fee and payable in six (6) months. This amount may be waived by the City Commission.
- i. Request to reduce code enforcement lien in the amount of \$25,140.00 against 907 (911) N 13th St., Ft. Pierce, FL 34950 - Parcel ID Number 2404-813-0031-000-8 - currently owned by Love Center Regeneration Ministries, Inc., P. O. Box 2384, Ft. Pierce, FL 34954 to \$1000.00 payable in six (6) months. This amount includes the \$250.00 administrative fee, which may be waived by the City Commission.
- j. Approve the Lease Agreement between Winking Starfish, LLC, d/b/a Crabby's Dockside Fort Pierce, for a term of 20 years plus 2 five year renewal options, in accordance with RFP 2018-010.
- k. Approve Contractual Agreement for Lincoln Park Main Street to receive funding through Community Development Block Grant funds as approved in the 2018-2019 CDBG Action Plan in the total amount of \$50,000.
- l. Approve Contractual Agreement for Main Street Fort Pierce to receive funding through Community Development Block Grant funds as approved in the 2018-2019 CDBG Action Plan in the total amount of \$50,000.
- m. Approval of Change Order No. 5 from Lynch Paving and Construction, Co. Inc. for construction of parking improvements at Dreamland Park in an amount not to exceed \$183,141.00.

12. **PUBLIC HEARINGS**

- a. Resolution No. 18-R58 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 401 N 21st Street to show cause why the structure located on the premises should not be condemned and demolished.

- b. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by the property owner, Crossroads Parkway FPI, LLC and the applicant, Harry Zuker, to allow the uses of Artisan, Cabinet Shops/Woodworking, Light Industrial Service, Catering Facility (Large Scale), Contractor/Others Performing Services Off-Site, Microbrewery, Research Service, and Wholesale Trade to be permitted at the Nexus Business Park located at 2765 Peters Road in Fort Pierce, Florida. The property is zoned General Commercial (C-3), Parcel ID: 2324-311-0005-000-1.
- c. 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. SECOND READING
- d. Legislative 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](#). SECOND READING
- e. 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 SECOND READING
- f. 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. SECOND READING
- g. Legislative Hearing - Ordinance 18-042 Amending Chapter 13; Changing the Retirement vesting period from 10 years to 5 years for the Fort Pierce Utilities Authority, correcting Scrivener's error in Ordinance 18-037, adopted by Commission November 5, 2018. FIRST READING

13. **CITY COMMISSION**

- a. Resolution 18-R59 reappointing Bob Burdge and Gloria Johnson-Scott to the Planning Board.
- b. Resolution No. 18-R60 appointing George "Buster" Johansen as Alternate #1 to the Historic Preservation Board.
- c. Resolution 18-R61 Approving Lease of Space in City Hall to Delores Johnson Florida State Representative

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

- a. City Manager's Report

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

**City Commission Regular Meeting**

**5.a.**

**Meeting Date:** 12/03/2018

**Re:** Meeting Minutes for 11.19.2018 Regular Meeting

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Approval of the minutes from the November 5, 2018 Regular Meeting and November 26, 2018 Special Meeting for City Attorney Finalists..

**SUMMARY:**

Approval of the minutes from the November 5, 2018 Regular Meeting.

**RECOMMENDATION:**

Approve minutes.

**ALTERNATIVES:**

Approve with changes.

**RESPONSIBLE STAFF:**

Noemi Rios, Deputy City Clerk

**COORDINATED WITH:**

Linda Cox, City Clerk

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**Attachments**

Mtg Mins\_11.19.2018

11.26.2018 Minutes

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**Form Review**

Form Started By: Noemi Rios  
Final Approval Date: 11/28/2018

Started On: 11/28/2018 10:28 AM

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 19, 2018.**

**1. CALL TO ORDER**

**2. OPENING PRAYER** - Bishop Stafford Fisher, New Covenant Prayer Center

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

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

Absent: Commissioner Reginald Sessions

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

Commissioner Reginald Sessions arrived at 6:34 p.m.

**5. APPROVAL OF MINUTES**

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve 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 Captain John Brandon and Captain Dan Porter

**7. LETTERS TO COMMISSION**

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

- 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**

James Edwards spoke on item 11 f.

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

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

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

**10. MISCELLANEOUS REPORTS**

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

Steve Wilke, with Second Life Animal Sanctuary, presented the City Commission with a check for \$3,000. He indicated, while they are based out of Stuart, FL, they are presenting this check because the City of Fort Pierce has shown their interest in being able to reduce their community cat population by a humane method like TNVR which stands for Trap, Neuter, Vaccinate, Return. By neutering, the cat population is reduced and by vaccinating the risk for disease in the community is also reduced when they are returned to the environment to live out their lives without reproduction.

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

Peggy Arraiz, Code Enforcement Manager, indicated the City of Fort Pierce currently works with three veterinarians and three local animal organizations that support the TNVR (trap, neuter, vaccinate, return) method. Since the program's inception 20-months ago, the number of cats they've been able to vaccinate and sterilize has consistently increased and they're currently totaling 700 cats. Because 376 of those were female cats, and they typically have approximately 10 kittens annually, the reduction in the stray cat population is roughly 3,760.

## 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 referred to as Edwards Road Canal.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve items 11 a through 11 m.

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

Passed

## 12. PUBLIC HEARINGS

- a. Legislative Hearing -Ordinance 18-036 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

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.

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Reginald Sessions to approve 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 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

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

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.

Karen Logue, Chief Accountant, explained this was being brought before the City Commission as it was a recommendation from our legal counsel. This recommendation had the total support of the Retirement Board.

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

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

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

Passed

- c. 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

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

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.

Vennis Gilmore, Planning Analyst, indicated this is a voluntary annexation application. The subject site is located at the corner of Revel Lane and 7th Street and is approximately 0.88 acres. The proposed City Zoning is R-5, High Density Residential and the proposed City Future Land Use is RH, High Density Residential.

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve Ordinance 18-040 along with the aforementioned Zoning and Future Land Use designations.

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

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

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

Passed

- 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

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

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.

Paul Thomas, Building Official, indicated this is an amendment to the Construction Board of Adjustments. The same was done for the Board of Examiners of Contractors about a month or two ago; they are streamlining. This is based off the City Commission's request to look at the boards and the former City Attorney made these recommendations for the amendment. Since the Commission appoints the board, the board responds to them.

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

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

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

Passed

- e. Quasi-Judicial Hearing - Ordinance 18-039 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](#).  
FIRST READING

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

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.

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.

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

Mayor Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; there were none.

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

Vennis Gilmore, Planning Analyst, indicated this application for rezoning is to allow for the use of a pharmacy. This property is located at the northwest corner of Virginia Avenue and South 25th Street. The proposed pharmacy would be 1500 square feet. The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

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

The Planning Board at their October 9, 2018 meeting voted 4-3 to recommend approval of the request as presented. 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 also recommends that the City Commission approve the development plan and Ordinance 18-039.

Mayor Hudson opened the Public Hearing.

David Baggett with Engineering Design & Construction, Inc., Mark Youssef, the applicant and Hoyt Murphy all presented themselves to the City Commission at once and all confirmed having been sworn-in.

Mr. Murphy indicated Mr. Youssef wants to replicate his current Port St. Lucie pharmacy located near Saint Lucie Medical Center and he was not, under any circumstances, wanting to sell medical marijuana from this pharmacy.

Mr. Youssef addressed the traffic concerns indicating since it's a small business their traffic is less than a Walgreens or CVS, and hence, there would not be a lot of traffic coming into the pharmacy at the same time.

Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve item 12 e.

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

- 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.

Mayor Hudson indicated Ben Bryan, Jr., Interim City Attorney, did not have to re-read the Quasi-Judicial Hearing information again. No one requested it be re-read.

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; there were none.

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

Vennis Gilmore, Planning Analyst, indicated this previously established business was looking to include a beer and wine license and, therefore, required a waiver of distance since they fall within 1200 feet from the Creative Arts Academy of St. Lucie. The Planning Board acting as the Local Planning Agency, voted unanimously to recommend approval of the request as presented. 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 also recommends that the City Commission approve the requested Waiver of Distance for a 2COP Alcoholic Beverage License for the proposed establishment.

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

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

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

- 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.

Linda Cox, City Clerk, indicated items 12 g and 12 h would be presented together since the applicant was requesting the same thing for each unit and each of those units are side by side. However, two separate votes are required for each item.

Mayor Hudson indicated Ben Bryan, Jr., Interim City Attorney, did not have to re-read the Quasi-Judicial Hearing information again. No one requested it be re-read.

Mayor Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; only Commissioner Johnson indicated he'd received emails from some individuals regarding this.

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

Vennis Gilmore, Planning Analyst, indicated the 0.17 acre property is located within the Ocean Village Community. Ocean Village is a gated, planned-community that is nestled on approximately 120 acres with approximately 3,500 feet of beach frontage. Ocean Village offers 24-hour security. The structure is a one-story, single-family home with a finished floor area of 2,164 square feet, containing three bedrooms, three bathrooms and traditional support rooms. There is a driveway for parking two vehicles. The property is located north of Southstar Drive; between Southpointe Drive and Windward Drive. The site is surrounded by single-family residences and condominiums to the north, east and west. The corresponding R-4A zone designation is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. The future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to eight dwelling units per acre. All affected City Departments have reviewed the proposed Conditional Use and have provided approval with conditions based on compliance with requirements of the City Code. The Planning Board voted unanimously to recommend approval. Staff also recommends that the City Commission approve the request with the following conditions for each of the two units, 802 and 803:

- 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 two (2) vehicles.
- 6) Include the City of Fort Pierce Business Tax number on all advertising.

Because of the 82 notifications sent to neighbors for input, and nine being received in favor and another 9 in opposition, the City Commission deliberated between the pros and cons of transient traffic from the condominium and how that would affect the neighbors residing permanently.

Mayor Hudson opened the Public Hearing.

Because there were new individuals wanting to speak on this matter, City Clerk, Linda Cox, was again asked to swear in those wanting to speak.

Addressing the traffic going and coming from these units, Annie Davis with Coldwell Banker, indicated tenants in this community are only allowed to rent the property to two tenants per year; not only would the condo association regulate that, but they would as well since the rentals would come through them as managers of the property.

Jean Doster, the owner of the units, indicated some of her neighbors asked if they were supposed to reply to the notifications as they weren't aware; she would have had more in favor if they'd known to reply.

Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 12 g with staff conditions.

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

NAY: Commissioner Reginald Sessions  
Passed

- h. 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 # 802, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-522-0001-000-7.

This item was presented along with item 12 g since the applicant was requesting the same thing for both units and these units are side by side. However, two separate votes are required for each item.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 12 h with the staff conditions listed in item 12 g.

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

NAY: Commissioner Reginald Sessions  
Passed

- 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.

Mayor Hudson indicated Ben Bryan, Jr., Interim City Attorney, did not have to re-read the Quasi-Judicial Hearing information again. No one requested it be re-read.

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 had.

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

Vennis Gilmore, Planning Analyst, indicated the applicant is looking to build an additional one-story building adjacent to its existing preschool located east of Sunrise Boulevard and north of Jasmine Avenue. The current zoning designation is R-2, Single-Family Intermediate Density Residential and a Future Land Use of RL, Low Density Residential. The proposed space is 2,796 square feet with 24 existing parking spaces and one handicapped parking space, dumpster enclosure and sidewalk. All affected City Departments have reviewed the proposed Conditional Use and have provided approval with conditions based on compliance with requirements of the City Code. Forty-three notifications were sent out to the adjacent property owners and, while three replies were received in favor, 12 were received in opposition. The Planning Board voted unanimously in favor of recommending approval. The proposed Conditional Use with New Construction meets the criteria specified in our City Code and promotes and protects the public health, safety, and general welfare; therefore, staff also recommends that the City Commission approve the application.

Linda Cox was asked to swear in Interim City Attorney, Ben Bryan, Jr., and the Planning Director, Rebecca Grohall.

Commissioner Johnson noticed in the design plan the drainage system will be contained on site through exfiltration and then outfall to Sunrise Blvd. He wanted to know what system was set up on Sunrise Blvd. Jack Andrews, City Engineer, explained this was a County road and they were comfortable with the parameters with their onsite storage capacity; if we could not have a positive outfall they would simply increase the amount of storage onsite.

Mayor Hudson opened the Public Hearing.

Mike Jacquin, the applicant, confirmed being sworn in and indicated regarding the dumpster that was what they'd proposed, however, they were happy to relocate it. There is no site fencing at this time but it could be added and they'd work with staff in order to add it to the site.

Shy Abedin, engineer on this project, confirmed being sworn in and indicated there is no current drainage system at this time but they are proposing an underground drainage system for the discharge.

Wylee J. Barrow was sworn in and expressed concern about flooding, especially during hurricanes if this comes to fruition. He is also concerned about traffic and vehicle headlights shining in through their bedrooms while traffic increases to and from this location, as well as parent-teacher pick-up where his children currently ride their bikes and he would like the community to remain as it is without this preschool.

Marilyn Stork confirmed being sworn in and also expressed concern about the traffic, flooding, more noise than there is now because of the current pre-school already there, the increased garbage with another preschool and increased traffic of strangers coming through. Glenn Snead was sworn-in. Mr. Snead also expressed concerns about the flooding and the commercial dumpster in a residential area.

Jean Powell confirmed being sworn-in. Ms. Powell provided the City Commission with the history of how this school had impacted the community negatively as the years went on as it relates to noise, traffic, speeding, congestion, parents dropping off where they're not supposed to, food truck deliveries waking up neighboring residences at 5 a.m., children throwing trash on neighboring lawns, etc.

Mike Jacquin returned to the podium to address concerns. He addressed the drainage indicating since there is no current drainage system; the one that would be put in would be an improvement of the situation in which the residents were discussing. Parent pick-up would be on the south side and there would be queuing. The dumpster would have an enclosure and landscaping to remove the eyesore. The hours of operation are typical for a daycare. They have made improvements to reduce the noise. There will also be parking improvements to reduce traffic.

Shy Abedin indicated the city requirement in regards to drainage is that when it is improved the flow cannot be increased and must remain within the limit in which it is currently thus this improvement will not add to flooding along Sunrise Boulevard.

Ovida Taylor clarified she is tax exempt as a result of having passed a rigorous state examination.

Seeing no one else, the Mayor closed the Public Hearing.

The City Commission discussed their recollections from previous meetings related to this same business' expansion. They believe moving the dumpster would not in fact solve the issues, but only move the current issues to the new dumpster location, clarification was given about the easement and its purpose, or lack thereof, current traffic congestion increasing and wondered if the expansion of would in fact impact the neighborhood negatively as they expect it will. Commissioner Perona indicated it was evident to him that, being Sunrise Boulevard is a main road and traffic would increase exponentially, approving this would put in jeopardy the safety of the neighbors, children within the community that play outside and the children within the preschool. Commissioner Johnson agreed and thought there were too many underlying issues based on all the testimony they received from the community tonight.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to deny item 12 i.

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

NAY: Commissioner Rufus Alexander, Commissioner Reginald Sessions

Passed

- 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.

Mayor Hudson indicated Ben Bryan, Jr., Interim City Attorney, did not have to re-read the Quasi-Judicial Hearing information again. No one requested it be re-read.

Mayor Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications;

Commissioner Johnson spoke to one of the neighbors.

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

Vennis Gilmore, Planning Analyst, indicated this was a request for Conditional Use to construct a new, one-story, 26,929 square foot assisted-living facility. The applicant is seeking to open the Manor Assisted Living Facility, consisting of approximately 1.4 acres which will have landscaping to accentuate the aesthetics of the property and will consist of 32 units, covered driveway, lobby and reception area, kitchen and cafeteria area, recreation area, 22 parking spaces and an open middle-courtyard. All affected City Departments have reviewed the proposed Conditional Use and have provided approval with conditions based on compliance with requirements of the City Code. The Planning Board voted 6-1 to recommend approval. The proposed Site Plan, Design Review, and Conditional Use applications meet the criteria specified in City Code and promotes and protects the public health, safety and general welfare; therefore, staff also recommends that the City Commission approve the applications with the following conditions:

- 1) Please provide secured access for the pedestrian access entrances of the refuse collection area.
- 2) Per City Code Section 22-29. Office Commercial Zone; no building shall exceed a height of sixty-five (65) feet above grade.

Mayor Hudson opened the Public Hearing.

Richard Ladico, with the Firm of Ladico Design Group and representative of the applicant, confirmed being sworn-in and clarified landscaping questions. Mr. Ladico indicated he was familiar with the school noise in the area, as well as the industry activity going on in this area. Bob Humphrey had concerns with whether the site lighting would flood his residence, as well as whether the applicant could, in the future, decide to build a second-story.

Richard Ladico returned to the podium and indicated if ever they would want to make any changes, especially adding a second-story, they'd have to go through the Planning Board again, staff and the City Commission. However, because they only have 22 parking spaces for 32 units they're already maxed out to even consider this. Regarding lighting they only have enough to fulfill the lighting requirements.

Seeing no one else, the Mayor closed the Public Hearing.

Commissioner Johnson had more questions regarding lighting and said he'd like to possibly see more landscaping that would omit the lighting for neighbors in the surrounding area. Commissioner Perona indicated he could see other applications for this facility that would not be as friendly for the neighborhood.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve item 12 j with staff conditions.

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

Passed

### **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.

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

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 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.

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

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

b. Submittal of application for the Historic Preservation Board

City Clerk Linda Cox indicated we have a submittal application for the Historic Preservation Board. This will be presented to the Commission at the next Regular Meeting in the form of a resolution.

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.

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

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.

Nicholas Mimms, City Manager, indicated this property was originally utilized by the ALPI organization and the City of Fort Pierce took possession of it a few years ago. Subsequently, it was determined that this property was to be designated as surplus and advertised this on a number of occasions for bids. Rebecca Grohall, Planning Director, indicated this originated as a community preschool. Since it's been vacant for a number of years, the property has suffered with vagrancy and broken windows. There have been two excellent bids received, one for sale and another for a 20-year lease. The sale of the property is most cohesive with the city's goals. Since the property is being sold at a lesser value than the appraised value, it will only be cleaned and then sold as-is.

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

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

**14. COMMENTS FROM THE PUBLIC**

Dwayne Alexander Henry  
Justice Henry  
Darren Henry  
Asver Austin

**15. COMMENTS FROM THE CITY MANAGER**

Nicholas Mimms, thanked our staff and the City Commission with all that was done with regards to the education of our community on Amendment 14. On November 26, 2018 at 4 p.m. there will be a meeting in the Commission Chambers to discuss and determine the finalists to be interviewed by the City Commission for the position of City Attorney. On December 6, 2018 the interviews will be conducted for that position. Additionally, 49 applications have been received for the Sunrise Theatre Director position and interviews will be conducted during the first week of December 2018.

**16. COMMENTS FROM THE COMMISSION**

Commissioner Perona thanked staff for the Collective Bargaining Agreement, item 11 c. He congratulated the County for the Port. Additionally, he is involved in the Skeeter Scoot which is a 50K Ultra Run taking place on December 9th in the mosquito impound and he's collaborating with the Tourist Development Council for this.

Commissioner Sessions is looking forward to seeing activity in the Port soon. He remembers Coach Justice from the Fort Pierce Boxing Club and wondered why they were no longer a part of the recreation department. The Sunrise Theatre Advisory Board would like to be a part of the screening process when hiring the new Theatre Director.

Commissioner Johnson asked staff to research when the Board of County Commissioners was looking to increase the Tourism Sales Tax. Regarding road contracts, he would like everything in place so that we are not competing with sister entities within the county to get our roads resurfaced by means of creating a partnership with these sister entities so there is no artificial inflation. Regarding FPUA Strategic Planning, he would like FPUA staff and Director, John Tompeck, to come in and meet with the Commission to state what they are looking to do and, while they are not our employees, whatever they do impacts us. He'd like for them to report to the Commission on what they do quarterly.

Mayor Hudson agreed with Commissioner Johnson and indicated she'd already asked Mr. Tompeck to come in quarterly to provide an update. Amendment 1 failed, as a result, the Florida League of Cities is working on a program called We Live Local to allow citizens to be informed as to what is happening in the state and how that affects them in their municipalities. She thanked Commissioner Johnson for stepping in for her at Coffee with the Mayor while she was away at the Florida League of Cities Legislative Conference. She congratulated Delores Hogan Johnson who is our new State Representative and would like to invite her to a Commission Meeting at some point.

**17. ADJOURNMENT**

The meeting adjourned at 10:14 p.m.

ATTEST:

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CITY CLERK

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MAYOR COMMISSIONER

MINUTES OF A SPECIAL MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 4:00 P.M. ON **MONDAY, NOVEMBER 26, 2018.**

**1. CALL TO ORDER**

Mayor Hudson called the meeting to order at 4:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

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

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

Commissioner Sessions arrived at 4:06 p.m.

**4. COMMENTS FROM THE PUBLIC**

There were no comments from the public.

**5. DISCUSSION REGARDING CITY ATTORNEY SEMI-FINALISTS SELECTION PROCESS - COLIN BAENZIGER**

Mr. Mimms introduced and thanked Colin Baenziger for his assistance.

**6. REVIEW OF APPLICANTS - INFORMATION ATTACHED**

Mr. Baenziger provided a brief introduction and overview of all of the candidates. He explained the ballot process that they will be utilizing. Commissioner Perona suggested that internal candidates should be automatically included in the semi-finalists, which would be Lola Mosely. By consensus, the Commission agreed.

- a. Overview Memorandum and Complete Interview Book
- b. John J. Anastasio
- c. Lysia H. Bowling
- d. Cynthia A. Everett
- e. Susan M. Garrett
- f. Abigail "Abby" F. Jorandby
- g. Harlene S. Kennedy
- h. Lola T. Mosley
- i. Gary K. Oldehoff
- j. Peter "Pete" J. Sweeney
- k. V. Lynn Whitfield

**7. SELECTION OF SEMI-FINALISTS TO BE INTERVIEWED**

Mr. Baenziger distributed the ballots and asked that each Commissioner select up to four candidates.

Commissioner Alexander selected Bowling, Garrett, Mosley, Sweeney and Whitfield.

Mayor Hudson selected Everett, Jorandby and Sweeney.

Commissioner Johnson selected Anastasio, Garrett, Mosley, Oldenoff and Sweeney.

Commissioner Perona selected Everett, Garrett, Mosley, Oldenoff and Sweeney.

Commissioner Sessions selected Anastasio, Garrett, Jorandby, Mosley and Oldenoff.

Totals were as follows: Anastasio 2; Bowling 1; Everett 2, Garrett 4; Jorandby 2; Kennedy 0; Mosley - automatically included; Oldenoff 3; Sweeney 4; Whitfield 1. The four finalists are Garrett, Mosley, Oldenoff and Sweeney.

Commissioner Sessions inquired about the opportunity to individually speak with the current employers of the selected candidates.

After discussion, it was determined that one additional candidate would be selected from the three individuals receiving two votes. Mr. Baenziger distributed new ballots.

Commissioner Alexander selected Everett.

Mayor Hudson selected Jorandby.

Commissioner Johnson selected Jorandby.

Commissioner Perona selected Everett.

Commissioner Sessions selected Anastasio.

In order to break the tie between Everett and Jorandby, Commissioner Sessions selected Everett.

The candidates will be individually interviewed by the Mayor and City Commission on the morning of December 6. The Mayor and Commission as a full board will conduct interviews of all five candidates on December 6 beginning at 12:30 p.m. The Commission will be provided with sample questions for their use if desired in advance of the interviews.

## **8. ADJOURNMENT**

Meeting adjourned at 4:38 p.m.

ATTEST:

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CITY CLERK

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MAYOR COMMISSIONER

**City Commission Regular Meeting**

**10.a.**

**Meeting Date:** 12/03/2018

**Re:** 2019 Legislative Program

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

2019 City of Fort Pierce Legislative Program Presentation and Approval

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	11/26/2018 08:14 AM
City Manager	Nick Mimms	11/26/2018 08:15 AM
Form Started By: Jennifer Robinson		Started On: 11/16/2018 12:01 PM
Final Approval Date: 11/26/2018		

**City Commission Regular Meeting**

**10.b.**

**Meeting Date:** 12/03/2018

**Re:** Clean & Safe Initiative Update

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

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**SUBJECT:**

Presentation and update on Clean & Safe Initiative (CSI) program.

**SUMMARY:**

Presentation to update the Commission on the CSI program, which was adopted by the City Commission in September 2017.

**RECOMMENDATION:**

Continue to support the CSI program.

**ALTERNATIVES:**

The CSI program has a sunset date of 9/30/2020.

**RESPONSIBLE STAFF:**

Margaret M. Arraiz, Code Compliance Manager

**COORDINATED WITH:**

Finance Department

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**Fiscal Impact**

**OTHER INFORMATION:**

Funding is provided by a \$1 per month fee on each utility bill.

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**Form Review**

**Inbox**

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 11/26/2018

**Reviewed By**

Nick Mimms

**Date**

11/26/2018 08:15 AM

Started On: 11/19/2018 10:27 AM

**City Commission Regular Meeting**

**11.a.**

**Meeting Date:** 12/03/2018

**Re:** Approval for Installation of Two (2) Vertical 120-Gallon Propane Tanks at 3603 River Birch Dr.

**Submitted For:** Paul Thomas, Building Official, Building

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**SUBJECT:**

Approval of the installation of two (2) vertical 120-gallon propane tanks at 3603 River Birch Dr.

**SUMMARY:**

If approved, Suburban Propane will install two (2) vertical 120-gallon propane gas tanks for the purpose of powering a generator at the location of 3603 River Birch Drive.

**RECOMMENDATION:**

Staff recommends approval of two (2) vertical 120-gallon propane tanks at 3603 River Birch Dr.

**ALTERNATIVES:**

Do not approve installation of tanks at this time.

**RESPONSIBLE STAFF:**

Paul Thomas, CBO, CFM, Building Official

**COORDINATED WITH:**

Shaun Coss, CFM, Building Dept. Coordinator

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**Fiscal Impact**

**OTHER INFORMATION:**

None at this time.

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**Attachments**

Tank Install Permit 18-3863

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Building	Paul Thomas	11/15/2018 10:09 AM
City Manager	Nick Mimms	11/26/2018 08:15 AM
Form Started By: Karen Murphy		Started On: 11/13/2018 11:54 AM
Final Approval Date: 11/26/2018		



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

PERMIT # 18-3865  
FBC (2017) 6<sup>th</sup> Edition  
PIN # 012965

Building Department Project Manager:  
Shanna

\*Property Address 3603 River Birch Dr. \*Date 10/24/18

Parcel ID# 2429-602.0014-000-2 \*# of plans submitted      \* # of CD's submitted       
(Located on your tax bill)

\*Owner Name Timothy Lueder \*Owner Address 3603 River Birch Dr Ft Pierce

Phone # (847) 363-9444 Fax # ( ) - Cell # ( ) -

Email Address \_\_\_\_\_

**\*Required Information**

Type of permit Gas \*Valuation \$ 2450

\*Description of Work: Install 2 Vertical 120 gallon propane tanks with service line to Generator (permit 18-2875)

Architect: \_\_\_\_\_  
Phone( ) - Fax ( ) - Email Address \_\_\_\_\_

Engineer: \_\_\_\_\_  
Phone( ) - Fax ( ) - Email Address \_\_\_\_\_

**RECEIVED**  
NOV 01 2018  
Building Department

**\*CONTRACTOR/APPLICANT INFORMATION:**

City License # \_\_\_\_\_ State License # LG00516

Company Name Suburban Propane Qualifier Richard Stathers

Address 1200 E Carroll St. City/State Kissimmee, FL Zip 34744

Phone # (407) 847-3582 Fax # (407) 847-8804 Cell # ( ) -

Email Address nharry@suburbanpropane.com

Occupancy SFR Construction Type \_\_\_\_\_ # of Units \_\_\_\_\_ # of Stories \_\_\_\_\_

Sq. Ft. Conditioned Space \_\_\_\_\_ Total Sq. Ft. \_\_\_\_\_

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

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

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

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

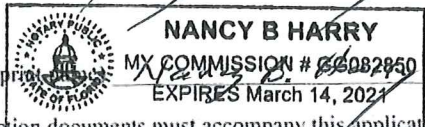
Must be signed by owner/Agent and applicant:

Richard Stothard  
 (Signature of contractor)

State of Florida, County of Osceola

Affirmed to and subscribed before me this 30<sup>th</sup> day of October, 2018 by Richard Stothard personally known to me or who has produced as identification.

Notary Signature: Nancy B. Harry



Notary (print name) Nancy B. Harry

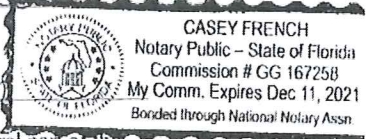
x Casey D French  
 (Signature of Owner or Agent (including contractor))

State of Florida, County of St Lucie

Affirmed to and subscribed before me this 10/25 20 18, by Timothy P Leeder personally known to me or who has produced as identification. FLID# L360815531440

Notary Signature: Casey D French

Notary (print name) Casey D French



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

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

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

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

Bonding Company  Not Applicable  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mortgage Lender's  Not Applicable  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

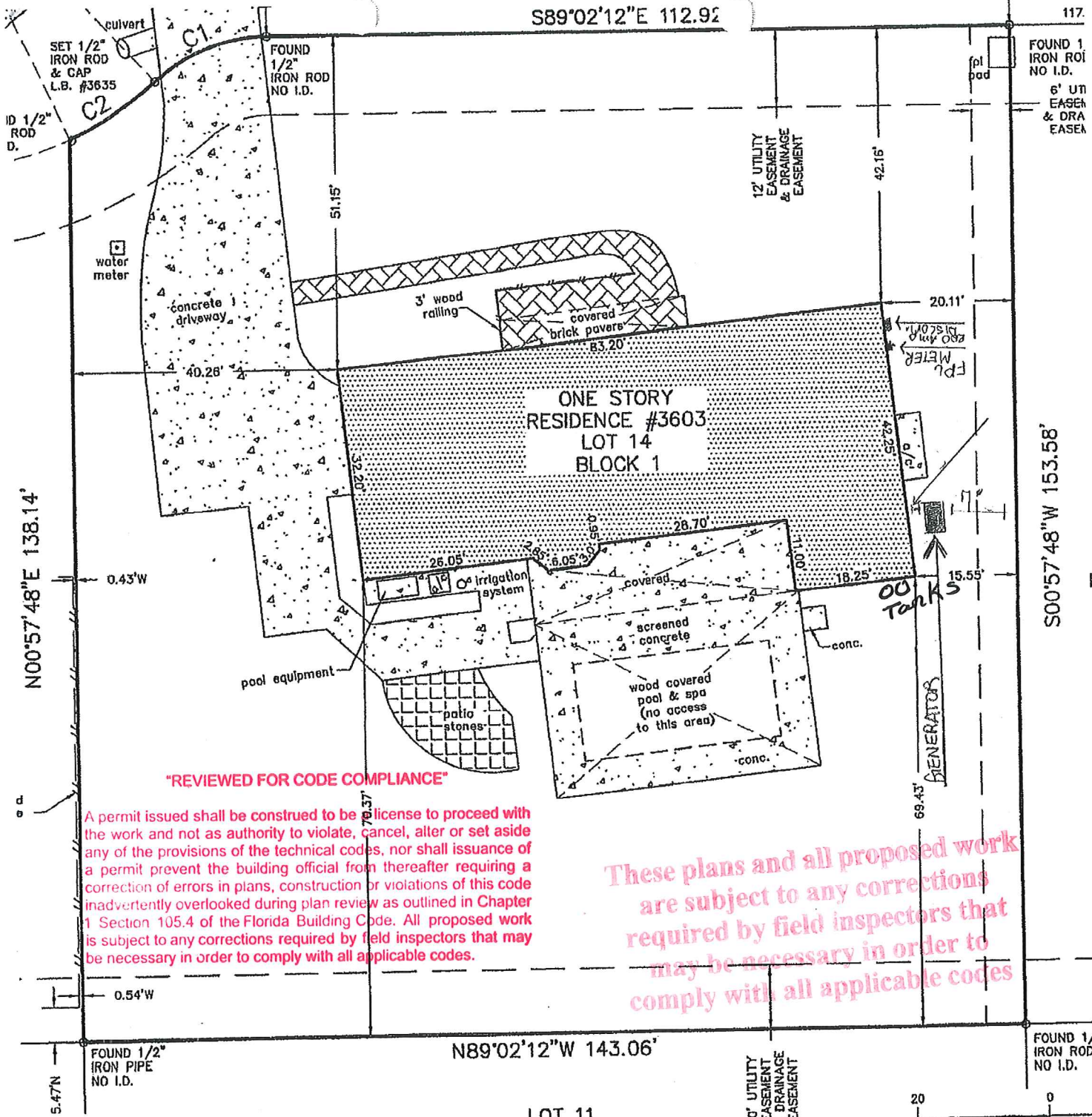
OFFICE USE ONLY  
 Is the property located in a Special Flood Hazard Area (floodplain) per the current Flood Insurance Rate Map (FIRM)  
 Yes  No OSB  
 Flood Zone: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ Determination: \_\_\_\_\_

Permit Fee \$ 100 Other \_\_\_\_\_ \$ \_\_\_\_\_ Plan Review Fee \$ 75  
 State Surcharge \$ 4.63 Other \_\_\_\_\_ \$ \_\_\_\_\_ Routing Fee \$ \_\_\_\_\_  
 Subcontractor \$ \_\_\_\_\_ Flood Review Fee \$ \_\_\_\_\_ Other \_\_\_\_\_ \$ \_\_\_\_\_  
**Total Amount Due at Issuance \$ 179.63**

Remarks \_\_\_\_\_

Active Code Violation  Yes  No  
 Case # \_\_\_\_\_  
 Case Type \_\_\_\_\_

Reviewed by SRB Date 11-9-18 Final Check KW Date 11-9-18



**"REVIEWED FOR CODE COMPLIANCE"**

A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code inadvertently overlooked during plan review as outlined in Chapter 1 Section 105.4 of the Florida Building Code. All proposed work is subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes.

**These plans and all proposed work are subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes**

CURVE TABLE			
LENGTH	RADIUS	DELTA	CHORD BEARING
18.69	25.00	42°50'00"	N69°32'46"E
15.07	50.00	18°11'21"	N57°13'25"E



GRAPHIC SCALE  
1"=20'

This survey was made for mortgage and title purposes only and is not valid for design or construction purposes.

WISE NOTED FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD  
 ALL DIMENSIONS HEREON ARE BASED ON A BEARING OF S89°02'12"E ALONG THE NORTH  
 CORNER OF LOT 1, PLAT BOOK 23, PAGE 7, ST. LUCIE COUNTY RECORDS.  
 DIMENSIONS HEREON WERE NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY,  
 EASEMENTS OR OTHER MATTERS OF RECORDS BY ACCURATE LAND SURVEYORS, INC.  
 FENCES AND WALLS IF ANY NOT DETERMINED.  
 THIS SURVEY IS THE PROPERTY OF ACCURATE LAND SURVEYORS, INC. AND SHALL NOT  
 BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF ACCURATE LAND SURVEYORS, INC.

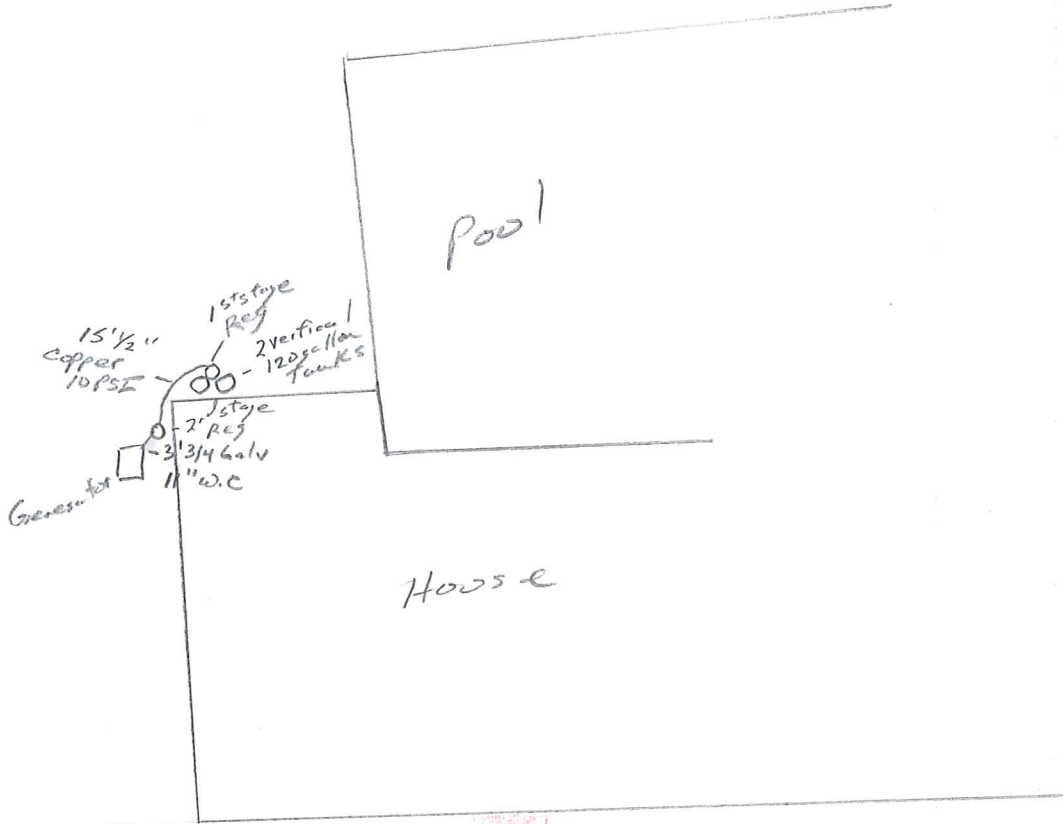
**CERTIFICATION:**  
 THIS IS TO CERTIFY THAT THIS ABOVE GROUND SKETCH OF BOUNDARY SURVEY IS UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH MEETS THE CURRENT STANDARDS OF PRACTICE, ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

# Suburban Pools

3603 River Birch Dr.  
Ft. Pierce, FL 34981

Not to  
scale

## Site Overview/Riser Diagram:



These plans and all proposed work are subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes.

River Birch Dr.

"REVIEWED FOR CODE COMPLIANCE"

A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code inadvertently overlooked during plan review as outlined in Chapter 1 Section 105.4 of the Florida Building Code. All proposed work is subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes.

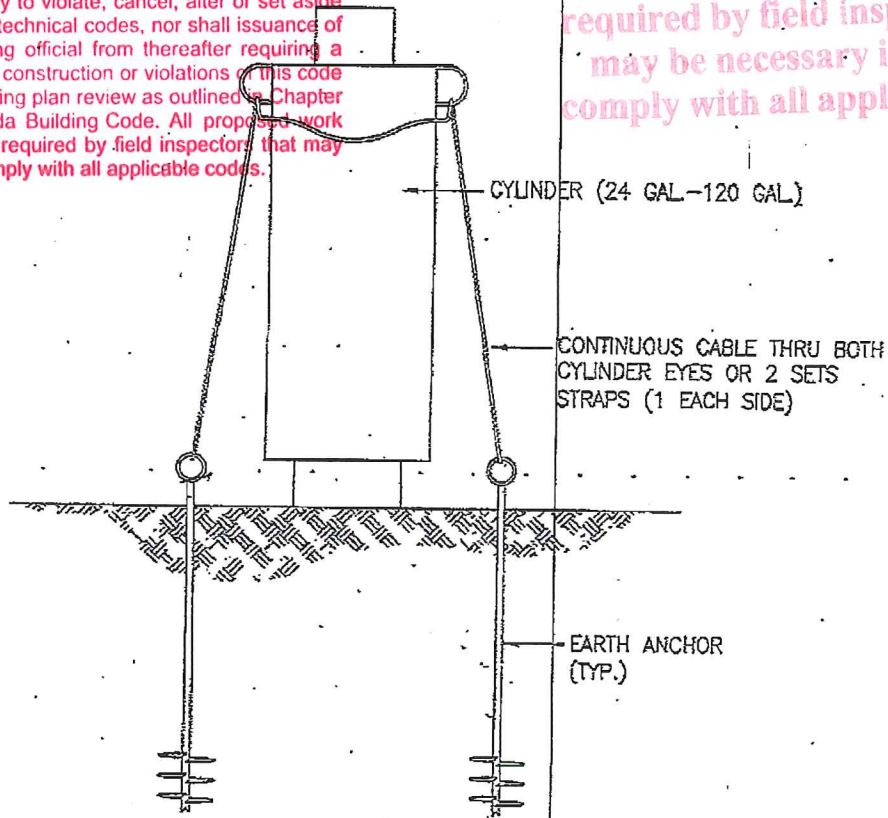
### Equipment List/Additional Project Notes

1-20KW Generator 700,000 BTU

"REVIEWED FOR CODE COMPLIANCE"

These plans and all proposed work are subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes

A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code inadvertently overlooked during plan review as outlined in Chapter 1 Section 105.4 of the Florida Building Code. All proposed work is subject to any corrections required by field inspectors that may be necessary in order to comply with all applicable codes.

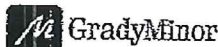


**GENERAL NOTES:**

1. EARTH ANCHORS THROUGH ASPHALT OR EARTH. ANCHORS SHALL BE 48" IN LENGTH WITH ONE (1) 6" DIAMETER HELIX (TIE-DOWN ENGINEERING M12H5/8) WITH A MINIMUM WORKING LOAD OF 3,150 POUNDS. STRAPS TO BE EITHER 1/4"Ø COATED CABLE OR 1-1/4"x0.031" STAINLESS STEEL, 301-1/4 HARD, MIN. TENSILE 4,750 POUNDS, OR 1-1/4"x0.031" GALV. STEEL CL B, GRADE 1 MIN. TENSILE 4,750 POUNDS.
2. ALL CONCRETE SHALL BE 3,000 PSI AT 28 DAYS.
3. ALL REINFORCING SHALL BE GRADE 60 MINIMUM. LAP ALL STEEL BAR 24" WHERE REQUIRED.
4. DESIGNS FOR USE IN ALL "A" AND "V" ZONES, VULT = 182 MPH, VASD = 142 MPH, RISK GROUP I, II, III, & IV AND WIND EXPOSURE D. INTERNAL PRESSURE NOT APPLICABLE. DESIGN PER FLORIDA 2010 BUILDING CODE AND ASCE 7-10. DESIGN TAKES INTO ACCOUNT THE EFFECTS OF BOUYANCY.
5. PARALLEL TANKS SHALL BE SPACED A MINIMUM OF 3 FEET APART. STAGGER ANCHORS ON PARALLEL TANKS TO PROVIDE MAXIMUM DISTANCE BETWEEN ANCHORS. NO SPECIAL REQUIREMENTS WHEN TANKS ARE SPACED LINEAL.

# CYLINDER TANK with EARTH ANCHORS

24 GALLONS THRU 120 GALLONS



Building Systems 238.942.1144  
 Fort Myers 239.694.6830  
 North Fort 941.428.5638  
 Naples 239.442.2397  
 www.GradyMinor.com

FOR EXCLUSIVE USE OF TRI-COUNTY PROPANE GAS ASSOC. MEMBERS

PROPANE TANK ANCHORAGE  
 PLANS and DETAILS  
 CYLINDER TANK with EARTH AUGERS

*[Handwritten Signature]*

DATE	NOV 20 2018
REV CODE	000000
DATE	11/20/18
FILE NAME	PROPANE-24-120
SHEET # OF #	5 OF 7

**City Commission Regular Meeting**

**11.b.**

**Meeting Date:** 12/03/2018

**Re:** Lot Clearing Lien - N 9th Street

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

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**SUBJECT:**

Approve waiver of fees in the amount of \$158.53 associated with lot clearing lien against N 9th Street, Fort Pierce, FL 34950, Parcel ID #2403-711-0031-000-2 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. Corrected from 11/19/2018 agenda.

**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.

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**Fiscal Impact**

**Budgeted Y/N:** 2018

**Amount:** 150.00

**OTHER INFORMATION:**

\$150.00 to the general account.

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**Attachments**

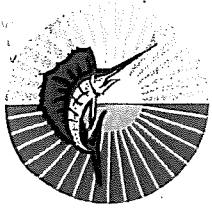
Request  
Breakdown  
Proof of Ownership

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### **Form Review**

Form Started By: Linda Cox  
Final Approval Date: 11/27/2018

Started On: 11/27/2018 04:02 PM



THE SUNRISE CITY  
**FORT PIERCE**  
 CODE ENFORCEMENT  
*Florida*

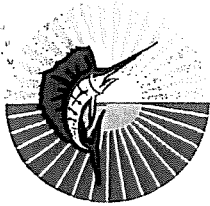
**REQUEST FOR A REDUCTION OR RESCINDMENT OF  
 LOT CLEARING OR DEMOLITION LIEN**

Date:	October 26, 2018		
Property address:	N 9 <sup>th</sup> ST Addr 240371100310008		
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:	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Vacant Lot
Name of person requesting reduction:	John Traves	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?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> 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
<b>TOTAL AMOUNT DUE TO CITY</b>	<b>\$ 308.53</b>
DOLLAR AMOUNT REQUESTING TO BE WAIVED	\$ WAIVE
DOLLAR AMOUNT I AGREE TO PAY	\$ 0

John Travers  
 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: 10 9th St 240371100310002

Property Owner: John Travers

Mailing Address: 1630 Seaway Dr 304 Ft Pierce

Telephone #: 772-971-7776 Cell Phone #: \_\_\_\_\_

E-Mail Address: TraversJohn@ATL.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:

Wave Fee

Date: 10-27-18

Signed: [Signature]

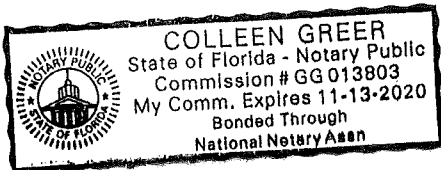
Print Name: John Travers

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 Drivers License as identification.

SWORN TO AND SUBSCRIBED before me this 26th day of October, 2018.



Colleen Greer

Notary Public, State of Florida



# 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 9<sup>th</sup> Street, Fort Pierce, FL

Parcel ID#: 2403-711-0031-000-2

Owner: John Travers

DATE: November 19, 2018

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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

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 MCCULLERS 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:

*Richard E. Welker*  
\_\_\_\_\_  
Witness

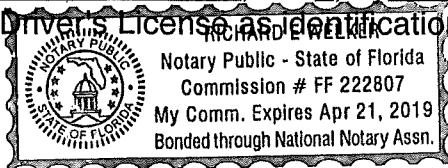
*Jeanne Arias*  
\_\_\_\_\_  
Grantor

*Antonio Hernandez*  
\_\_\_\_\_  
Witness

*223 N 2<sup>ND</sup> 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*

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**

**TRANSACTION INFORMATION**

**PAYMENT SUMMARY**

JOHN TRAVERS

Date Received:	10/29/2018 11:35:36AM
Location:	North County
Return Code:	Over the Counter
Trans Type:	Recording
Reference:	
Cashier:	PETERSONZ

Total Fees:	\$27.50
Total Payments:	\$40.00
Balance Due:	\$0.00
Cash Tendered:	\$40.00
Change:	\$12.50

**Payment**

<b>CASH</b>	\$40.00
	0.00
<b>CHANGE</b>	\$12.50

**Official Record**

**DEED**

BK/PG: 4196/2600 DOC #: 4495827 Date: 10/29/2018 11:38:13AM

FROM: ARIAS,JEANNE TO: TRAVERS,JOHN

<i>Deed Doc Stamps @ \$0.70 per \$100</i>	17.50
<i>Indexing @ 1st 4 Names Free, Addt'l=\$1 ea.</i>	0.00
<i>Recording @ 1st=\$10 Addt'l=\$8.50 ea.</i>	10.00

**City Commission Regular Meeting**

**11.c.**

**Meeting Date:** 12/03/2018

**Re:** Case #02-9119 - 1912 Tucker Court - Saghir

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

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**SUBJECT:**

Request to reduce code enforcement lien in the amount of \$1,600.00 against 1912 Tucker Court, Ft. Pierce, FL 34950 - Parcel ID Number 2409-712-0023-000-4 - previously owned by Delfino & Maria Pita, 1912 Tucker Court, Ft. Pierce, FL 34950 and currently owned by Muhammad Saghir, 1912 Tucker Court, Ft. Pierce, FL 34950 to \$500.00 payable in 30 days. This amount includes the \$250.00 administrative fee, which may be waived by the City Commission.

**SUMMARY:**

1. Mr. Saghir, the owner, didn't live at this property and he thought his tenant was maintaining the property up to code.
2. Mr. Saghir is requesting the fines be waived but was willing to pay the \$500.00 to satisfy the lien.

**RECOMMENDATION:**

The Special Magistrate heard the property owner's request and recommends to the City Commission to reduce the lien to \$500.00, including the \$250.00 administration fee.

**ALTERNATIVES:**

Deny the request.  
Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

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**Fiscal Impact**

**Budgeted Y/N:** 2018  
**Amount:** 500.00

**OTHER INFORMATION:**  
\$500.00 to the general fund.

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**Attachments**

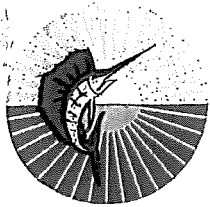
Request  
Breakdown

7 Criteria  
Admin Fees  
tax card

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### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Peggy Arraiz	11/19/2018 07:22 PM
City Manager	Nick Mimms	11/26/2018 08:15 AM
Form Started By: Colleen Greer		Started On: 11/19/2018 08:43 AM
Final Approval Date: 11/26/2018		



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

SM Oct 3  
CC Oct 15

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

Date:	8-20-2018			
Property address:	1912 Tucker Ct			
Owner(s) of record:	Mahammed Seghir			
Mailing address:	1912 Tucker Ct			
Property tax ID #:	001 0000 115 02 00			
Original purchase date:		Original purchase price:		
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Gary Richardson		Relationship to owner(s)	Real Estate Agent
Telephone #:	(772) 626-1610		Mobile phone #:	Same
E-mail:	gary.richardson@fl		Preferred contact method:	
What are owner(s) intentions for property:	To sell the property			
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)	
Is property listed for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is listing price?	
Is property under contract for sale?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	If yes, what is the sale price?	

AMOUNT OF FINE / LIEN

~~\$~~ 1600<sup>00</sup>

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 1,600<sup>00</sup>

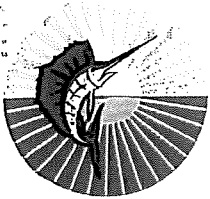
DOLLAR AMOUNT I AGREE TO PAY

\$ 0<sup>00</sup>

Gary Richardson  
Signature of Owner or Representative

Date.

Gary Richardson  
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: 1912 Tucker Ct

Property Owner: Mahmoud Saqir

Mailing Address: 1912 Tucker Ct

Telephone #: (772) 626-1610 Cell Phone #: \_\_\_\_\_

E-Mail Address: Faithful hands [email]@gmail.com

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

I, Gary Richardson, 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:

Owner didn't live at the property  
and he taught that the tenant  
was maintaining the property up to code

Date: 8-20-2018

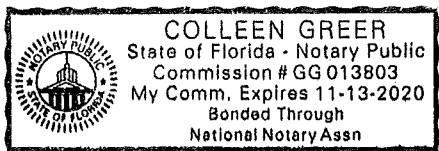
Signed: [Signature]  
Print Name: Gary Richardson

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Gary Richardson 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 Driver's License as identification.

SWORN TO AND SUBSCRIBED before me this 20th day of August, 2018.



Colleen Greer  
Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

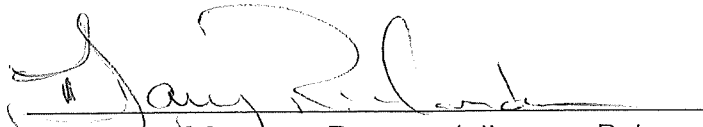
Property Address:	
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I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following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

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

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

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

  
Signature of Owner or Representative      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.

\_\_\_\_\_  
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**  
1912 Tucker Court

DATE: December 3, 2018

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 02-9119	\$1,600.00	\$0.00	\$0.00
<b>TOTAL</b>	\$1,600.00	\$0.00	\$0.00

CAN BE WAIVED (ALL COSTS)

\$1,600.00

**LIEN REDUCTION HEARING  
 CONTESTING OF FINE/NON-COMPLIANCE  
 Special Magistrate Hearing Date: September 5, 2018**

Case No: 02-9119

Address: 1912 Tucker Court

1.) The gravity or seriousness of the violation:	<b>MINOR</b>
2a.) Any and all actions taken by the violator to correct the violations; OR	<b>NEW OWNER</b>
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:	<b>N/A</b>
3.) The length of time necessary to bring the property into compliance:	<b>N/A</b>
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:	<b>N/A</b>
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	<b>N/A</b>
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	<b>N/A</b>
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:	<b>N/A</b>

# Administrative Cost Estimator

10/16/2018

Property Address: 1912 TUCKER CT (02-9119)

Date case originated: 5/2/2002

Date case complied: 10/9/2002

Total time: 5 months

## Number of Hearings

Violation Hearings: 1  
 Massey Hearings: 2  
 Lien Reduction Hearings: 2

## Mailing Expense

Regular 1st Class:	\$0.44	<u>4</u>	\$1.76
Certified Mail:	\$5.10	<u>4</u>	\$20.40

Photographs (per page)	\$0.50	<u>5</u>	\$2.50
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Filing Fees	\$10.00	<u>0</u>	\$0.00
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Months Open	\$50.00	<u>5</u>	\$250.00
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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	<u>1</u>	\$150.00
Each additional Hearing	\$75.00	<u>0</u>	\$0.00

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

Code Compliance Manager	\$75.00	<u>1</u>	\$75.00
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Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	\$125.00	<u>1</u>	\$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	<u>3</u>	\$450.00
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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	<u>1</u>	\$250.00
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Fee set by City Commission

**Total Estimated Cost: \$1,324.66**

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

**Property Identification**

Site Address: 1912 TUCKER CT Map ID: 24/09S Parcel ID: 2409-712-0023-000-4 Zoning: R4 Account #: 22497 Use Type: 0100 Sec/Town/Range: 09/35S/40E Jurisdiction: Fort Pierce

**Ownership**

Muhammad Saghir  
1912 Tucker CT  
Fort Pierce, FL 34950

**Legal Description**

TUCKER TERRACE BLK 3 LOT 1 (OR 3783-1430)

**Current Values**

Just/Market: \$59,800 Assessed: \$49,731  
Exemptions: \$0 Taxable: \$49,731

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$59,800	\$49,731	\$0	\$49,731
2017	\$45,600	\$45,210	\$0	\$45,210
2016	\$41,100	\$41,100	\$0	\$41,100

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
08-31-2015	3783 / 1430	0111	QC	Hakkani Kaji Golam	\$100
05-05-2015	3743 / 1240	0111	QC	Begun Bushna	\$100
06-12-2013	3528 / 0454	0001	WD	A To Z Properties Inc	\$11,000

**Primary Building Information**

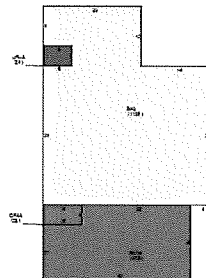
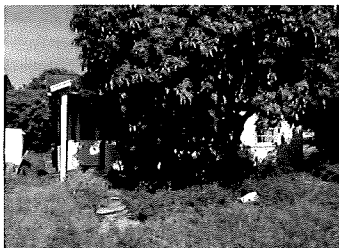
Finished Area of this building: 1,168 SF  
Gross Area of this building: 1,642 SF

**Exterior Data**

View:	Roof Cover: Dim Shingle	Roof Structure: Gable	Building Type: HC-
Year Built: 1968	Frame:	Grade: C-	Effective Year: 1970
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 1	Secondary Wall:

**Interior Data**

Bedrooms: 2	A/C %: 100%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 1	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel: ELEC	Primary Floors: Carpet



**Total Areas**

Finished/Under Air (SF):	1,168
Gross Area (SF):	1,642
Land Size (acres):	0.18
Land Size (SF):	7,766
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
UTILITY LOW	1	100	1999
CHAINLINK 4'	1	175	2002

This information is believed to be correct at this time but it is subject to change and is not warranted.  
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**City Commission Regular Meeting**

**11.d.**

**Meeting Date:** 12/03/2018

**Re:** Case #16-0537 - 427 N 12th Street (Rear B) - South East Builder Group Inc.

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

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**SUBJECT:**

Request to reduce code enforcement lien in the amount of \$69,240.00 against 427 N 12th St., Rear B, Ft. Pierce, FL 34950 - Parcel ID Number 2409-501-0267-010-1 - previously owned by L Discount Photo & Video Inc, 527 NE 125th St., Miami, FL 33161 and currently owned by South East Builders Group Inc., 152 SW Pilsner Circle, Port St. Lucie, FL 34953 to \$1000.00 payable in 30 days. This amount includes the \$250.00 administrative fee, which may be waived by the City Commission.

**SUMMARY:**

1. The representative of South East Builders Group Ince, Paul Desir, says he bought the property without doing a lien search.
2. He is offering \$1000.00 to satisfy this lien.

**RECOMMENDATION:**

The Special Magistrate heard the property owner's request and recommends to the City Commission to reduce the lien to \$1000.00 payable in 30 days and includes a \$250.00 administrative fee.

**ALTERNATIVES:**

Deny the request.  
Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

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**Fiscal Impact**

**Budgeted Y/N:** 2018

**Amount:** 1000.00

**OTHER INFORMATION:**

\$1000.00 to the general fund.

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**Attachments**

Request  
Breakdown

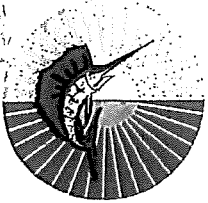
7 Criteria  
Admin Fees  
tax card

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### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Peggy Arraiz	11/19/2018 07:23 PM
City Manager	Nick Mimms	11/26/2018 08:15 AM
Form Started By: Colleen Greer		Started On: 11/19/2018 11:13 AM
Final Approval Date: 11/26/2018		

16-0537



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

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

Date:	10-23-2018		
Property address:	427 North 12th Street Rear		
Owner(s) of record:	South East Builders Group Inc		
Mailing address:	152 SW Pilsner Cir Port St Lucie, FL 34953		
Property tax ID #:	2409-561-0267-0101		
Original purchase date:	<del>3/2006</del> 7/2/18	Original purchase price:	34,000 <sup>00</sup>
Property is used for:	<input type="checkbox"/> Single Family	<input checked="" type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Paul Desir	Relationship to owner(s):	owner owner
Telephone #:	561 201-8924	Mobile phone #:	561 201-8924
E-mail:	Desircollection2@	Preferred contact method:	call or text
What are owner(s) intentions for property:	Hold and Keep		
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?

AMOUNT OF FINE / LIEN


\$ 69,240

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ ~~1,000~~ 68,240

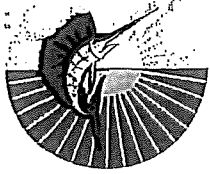
DOLLAR AMOUNT I AGREE TO PAY

\$ 1,000<sup>00</sup>

  
Signature of Owner or Representative

10/23/2018  
Date

Paul Desir  
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: 427 North 12th Street Rear

Property Owner: South East Builders group inc, Paul Desid

Mailing Address: 152 SW Pilsner Cir Port St Lucie Fl 34953

Telephone #: 561 201 8924 Cell Phone #: 561 201-8924

E-Mail Address: Desire Collection 2@gmail.com

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

I, Paul Desir, 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:

I bought the property without doing a lien check

Date: 10-23-2018

Signed: *Paul Desir*

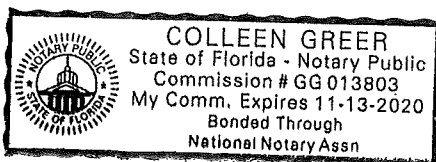
Print Name: Paul Desir

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Paul E Desir 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. Driver's license as identification.

SWORN TO AND SUBSCRIBED before me this 23rd day of October, 2018.



*Colleen Greer*  
Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

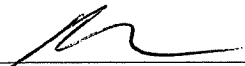
Property Address: 427 North 12th Street Near Fort Pierce

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.

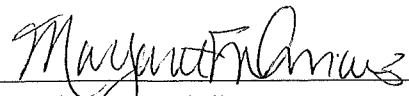
I am requesting that my application for lien reduction be processed through the Rules of Procedure Sec. 17(e) and that my request will be heard and determination made by the City Commission of the City of Fort Pierce.

      10-23-2018      PAUL DESIR  
Signature of Owner or Representative      Date      Printed Name

-----  
COFF – 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.

      10/23/18      MARGARET M ARRAIZ  
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**  
427 N 27<sup>th</sup> Street

DATE: December 3, 2018

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 16-0537	\$69,240.00	\$0.00	\$0.00
<b>TOTAL</b>	\$69,240.00	\$0.00	\$0.00

CAN BE WAIVED (ALL COSTS)

\$69,240.00

**LIEN REDUCTION HEARING  
CONTESTING OF FINE/NON-COMPLIANCE**

**Case No: 16-0537**

**Address: 427 N 12<sup>th</sup> St (Rear A)**

**SM Date: November 7, 2018**

1.) The gravity or seriousness of the violation:	<b>MODERATE</b>
2a.) Any and all actions taken by the violator to correct the violations; OR	<b>VIOLATOR (PREVIOUS OWNER) HIRED CONTRACTORS, OBTAINED PERMITS AND STARTED WORK, BUT THE WORK WAS NOT COMPLETED</b>
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:	<b>2 ½ YEARS</b>
3.) The length of time necessary to bring the property into compliance:	<b>1</b>
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:	<b>2 OTHER BUILDING VIOLATIONS, BOTH COMPLIED.</b>
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	<b>CHANGE OF OWNER</b>
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	<b>NONE</b>

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:	
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# Administrative Cost Estimator

11/1/2018

Property Address: 427 N 12TH STREET 16-537 REAR UNIT B

Date case originated: 2/26/2016

Date case complied: 8/21/2018

Total time: 29 months

## Number of Hearings

Violation Hearings: 1

Massey Hearings: 1

Lien Reduction Hearings: 1

## Mailing Expense

Regular 1st Class:	\$0.44	<u>9</u>	\$3.96
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Certified Mail:	\$5.10	<u>1</u>	\$5.10
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Photographs (per page)	\$0.50	<u>0</u>	\$0.00
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Filing Fees	\$10.00	<u>4</u>	\$40.00
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Months Open	\$50.00	<u>29</u>	\$1,450.00
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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	<u>1</u>	\$150.00
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Each additional Hearing	\$75.00	<u>          </u>	\$0.00
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Covers hearing prep: NOV, postings, notarizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Code Compliance Manager	\$75.00	<u>1</u>	\$75.00
-------------------------	---------	----------	---------

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

City Attorney (per hour)	\$125.00	<u>1</u>	\$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	<u>2</u>	\$300.00
----------	----------	----------	----------

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	<u>1</u>	\$250.00
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Fee set by the City Commislon

**Total Estimated Cost: \$2,399.06**

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

**Property Identification**

Site Address: 427 N 12th ST Parcel ID: 2409-501-0267- Account #: 124909 Sec/Town/Range:  
 010-1 Use Type: 0800 09/35S/40E  
 Map ID: 24/09A Zoning: R4 Jurisdiction: Fort Pierce

**Ownership**

South East Builder Group Inc  
 152 SW Pilsner CIR  
 Port St Lucie, FL 34953

**Legal Description**

LINCOLN PARK NO 2 BLK 9 W 59 FT OF LOT 25 (MAP 24/09A)

**Current Values**

Just/Market: \$47,000 Assessed: \$27,152  
 Exemptions: \$0 Taxable: \$27,152

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$47,000	\$27,152	\$0	\$27,152
2017	\$34,600	\$24,684	\$0	\$24,684
2016	\$27,400	\$22,440	\$0	\$22,440

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
07-12-2018	4162 / 1111	0111	QC	L Discount Photo and Video Inc	\$100
08-02-2013	3551 / 0121	0001	WD	Campi (TR) Joseph	\$30,000
07-31-2013	3544 / 1799	0111	CT	Campi (TR) Joseph	\$100

**Primary Building Information**

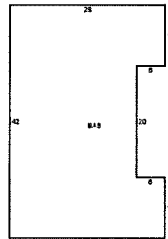
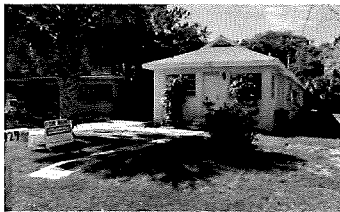
Finished Area of this building: 1,076 SF  
 Gross Area of this building: 1,076 SF

**Exterior Data**

View:	Roof Cover: Fibrglss Shg	Roof Structure: Gable	Building Type: MFH
Year Built: 1956	Frame:	Grade: MFFQ	Effective Year: 1980
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 2	Secondary Wall:

**Interior Data**

Bedrooms: 0	A/C %: 100%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 2	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel: ELEC	Primary Floors: A TL/CON



**Total Areas**

Finished/Under Air (SF):	1,076
Gross Area (SF):	1,076
Land Size (acres):	0.06
Land Size (SF):	2,613.6
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
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This information is believed to be correct at this time but it is subject to change and is not warranted.  
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**City Commission Regular Meeting**

**11.e.**

**Meeting Date:** 12/03/2018

**Re:** Case #16-0536 - 427 N 12th St. - Rear A - South East Builders Group Inc.

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

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**SUBJECT:**

Request to reduce code enforcement lien in the amount of \$69,240.00 against 427 N 12th St., Rear A, Ft. Pierce, FL 34950 - Parcel ID Number 2409-501-0267-010-1 - previously owned by L Discount Photo & Video Inc, 527 NE 125th St., Miami, FL 33161 and currently owned by South East Builders Group Inc., 152 SW Pilsner Circle, Port St. Lucie, FL 34953 to \$1000.00 payable in 30 days. This amount includes the \$250.00 administrative fee, which may be waived by the City Commission.

**SUMMARY:**

1. The representative of South East Builders Group Ince, Paul Desir, says he bought the property without doing a lien search.
2. He is offering \$1000.00 to satisfy this lien.

**RECOMMENDATION:**

The Special Magistrate heard the property owner's request and recommends the City Commission reduce the lien to \$1000.00 payable in 30 days. This recommendation includes the \$250.00 administrative fee.

**ALTERNATIVES:**

Deny the request.  
Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

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**Fiscal Impact**

**Budgeted Y/N:** 2018  
**Amount:** 1000.00

**OTHER INFORMATION:**  
\$1000.00 to the general fund.

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**Attachments**

Request  
Breakdown

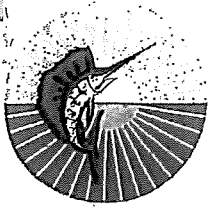
7 Criteria  
Admin Fees  
tax card

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### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Peggy Arraiz	11/19/2018 07:23 PM
City Manager	Nick Mimms	11/26/2018 08:15 AM
Form Started By: Colleen Greer		Started On: 11/19/2018 10:11 AM
Final Approval Date: 11/26/2018		

16-0536



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

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

Date:	10-23-2018		
Property address:	427 North 12th Street Rear		
Owner(s) of record:	South East Builders Group Inc		
Mailing address:	152 SW Pilsner Cir Port St Lucie, FL 34953		
Property tax ID #:	2409-561-0267-0101		
Original purchase date:	<del>3/26/06</del> 7/2/18	Original purchase price:	\$34,000 <sup>00</sup>
Property is used for:	<input type="checkbox"/> Single Family	<input checked="" type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Paul Desir	Relationship to owner(s)	owner owner
Telephone #:	561 201-8924	Mobile phone #:	561 201-8924
E-mail:	Desircollection200	Preferred contact method:	Call or text
What are owner(s) intentions for property:	Hold and Keep		
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?

AMOUNT OF FINE / LIEN

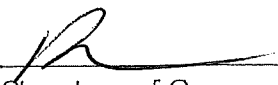
\$ 69,240

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ ~~69,240~~ 68,240

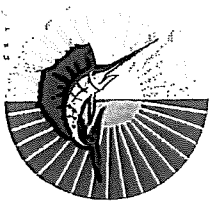
DOLLAR AMOUNT I AGREE TO PAY

\$ 4,000<sup>00</sup>

  
Signature of Owner or Representative

10/23/2018  
Date

Paul Desir  
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: 427 North 12th Street Rear  
Property Owner: South East Builders group inc, Paul Desie  
Mailing Address: 152 SW Pilsner Cir Port St Lucie Fl 34953  
Telephone #: 561 201 8924 Cell Phone #: 561 201-8924  
E-Mail Address: Desire Collection 20@gmail.com  
Is the property in compliance? yes If no, please explain in the narrative of your request.

I, Paul Desir, 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:

I bought the property without doing a lien check

Date: 10-23-2018

Signed: [Signature]

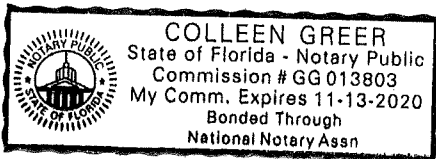
Print Name: Paul Desir

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Paul E Desir 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. Driver's license as identification.

SWORN TO AND SUBSCRIBED before me this 23rd day of October, 2018.



Colleen Greer  
Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION


Property Address: 427 North 12th Street Rear Fort Pierce

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.

      10-23-2018      Paul Desir  
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.

      10/23/18      MARGARET M ARCAIZ  
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**  
427 N 27<sup>th</sup> Street

DATE: December 3, 2018

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 16-0536	\$69,240.00	\$0.00	\$0.00
<b>TOTAL</b>	\$69,240.00	\$0.00	\$0.00

CAN BE WAIVED (ALL COSTS)

\$69,240.00

**LIEN REDUCTION HEARING  
CONTESTING OF FINE/NON-COMPLIANCE**

**Case No: 16-0536**

**Address: 427 N 12<sup>th</sup> St (Rear A)**

**SM Date: November 7, 2018**

1.) The gravity or seriousness of the violation:	<b>MODERATE</b>
2a.) Any and all actions taken by the violator to correct the violations; OR	<b>VIOLATOR (PREVIOUS OWNER) HIRED CONTRACTORS, OBTAINED PERMITS AND STARTED WORK, BUT THE WORK WAS NOT COMPLETED</b>
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:	<b>2 ½ YEARS</b>
3.) The length of time necessary to bring the property into compliance:	<b>1</b>
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:	<b>2 OTHER BUILDING VIOLATIONS, BOTH COMPLIED.</b>
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	<b>CHANGE OF OWNER</b>
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	<b>NONE</b>

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:	
--	--

# Administrative Cost Estimator

11/1/2018

Property Address: 427 N 12TH STREET 16-536 REAR UNIT A

Date case originated: 2/26/2016

Date case complied: 8/21/2018

Total time: 29 months

## Number of Hearings

Violation Hearings: 1

Massey Hearings: 1

Lien Reduction Hearings: 1

## Mailing Expense

Regular 1st Class:	\$0.44	<u>9</u>	\$3.96
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Certified Mail:	\$5.10	<u>1</u>	\$5.10
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Photographs (per page)	\$0.50	<u>13</u>	\$6.50
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Filing Fees	\$10.00	<u>4</u>	\$40.00
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Months Open	\$50.00	<u>29</u>	\$1,450.00
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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	<u>1</u>	\$150.00
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Each additional Hearing	\$75.00	<u>          </u>	\$0.00
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Covers hearing prep: NOV, postings, notarizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Code Compliance Manager	\$75.00	<u>1</u>	\$75.00
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Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	\$125.00	<u>1</u>	\$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	<u>1</u>	\$150.00
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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	<u>1</u>	\$250.00
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Fee set by the City Commission

**Total Estimated Cost: \$2,255.56**

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

**Property Identification**

Site Address: 427 N 12th ST Parcel ID: 2409-501-0267- Account #: 124909 Sec/Town/Range:  
 010-1 Use Type: 0800 09/35S/40E  
 Map ID: 24/09A Zoning: R4 Jurisdiction: Fort Pierce

**Ownership**

South East Builder Group Inc  
 152 SW Pilsner CIR  
 Port St Lucie, FL 34953

**Legal Description**

LINCOLN PARK NO 2 BLK 9 W 59 FT OF LOT 25 (MAP 24/09A)

**Current Values**

Just/Market: \$47,000 Assessed: \$27,152  
 Exemptions: \$0 Taxable: \$27,152

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$47,000	\$27,152	\$0	\$27,152
2017	\$34,600	\$24,684	\$0	\$24,684
2016	\$27,400	\$22,440	\$0	\$22,440

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
07-12-2018	4162 / 1111	0111	QC	L Discount Photo and Video Inc	\$100
08-02-2013	3551 / 0121	0001	WD	Campi (TR) Joseph	\$30,000
07-31-2013	3544 / 1799	0111	CT	Campi (TR) Joseph	\$100

**Primary Building Information**

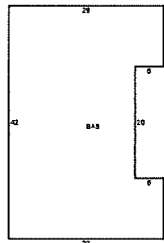
Finished Area of this building: 1,076 SF  
 Gross Area of this building: 1,076 SF

**Exterior Data**

View: Roof Cover: Fibrglss Shg Roof Structure: Gable Building Type: MFH  
 Year Built: 1956 Frame: Grade: MFFQ Effective Year: 1980  
 Primary Wall: CB Stucco Story Height: 1 Story No. Units: 2 Secondary Wall:

**Interior Data**

Bedrooms: 0 A/C %: 100% Electric: AVERAGE Primary Int Wall:  
 Full Baths: 2 Heated %: 100% Heat Type: FrcdHotAir Avg Hgt/Floor: 0  
 Half Baths: 0 Sprinkled %: 0% Heat Fuel: ELEC Primary Floors: A TL/CON



**Total Areas**

Finished/Under Air (SF):	1,076
Gross Area (SF):	1,076
Land Size (acres):	0.06
Land Size (SF):	2,613.6
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
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This information is believed to be correct at this time but it is subject to change and is not warranted.  
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**City Commission Regular Meeting**

**11.f.**

**Meeting Date:** 12/03/2018

**Re:** Case #17-1521 - 2404 Oleander Avenue - Stevenson

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

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**SUBJECT:**

Request to reduce code enforcement lien in the amount of \$52,690.00 against 2404 Oleander Avenue, Ft. Pierce, FL 34982 - Parcel ID Number 2422-604-0002-000-0 - previously owned by Joan R. Stevenson (Est), 2404 Oleander Avenue, Ft. Pierce, FL 34982 and currently owned by Evone D. McArthur (sister), 2404 Oleander Avenue, Ft. Pierce, FL 34982 to \$250.00 to cover administrative fee and payable in six (6) months. This amount may be waived by the City Commission.

**SUMMARY:**

1. Mrs. McArthur inherited this property from her sister, Joan R. Stevenson, who is now deceased. She is on disability and receives \$769.00 a month for income. Her sister was the original owner and maker of lien.
2. On learning of the open violations against the property she brought the property into compliance.
3. Mrs. McArthur is requesting the fines be waived

**RECOMMENDATION:**

The Special Magistrate heard the property owner's request and recommends the City Commission waive the fines and impose the \$250.00 administrative

**ALTERNATIVES:**

Deny the request.  
Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

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**Fiscal Impact**

**Budgeted Y/N:** 2018  
**Amount:** 250.00

**OTHER INFORMATION:**  
\$250.00 to the general fund.

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**Attachments**

Request

Breakdown

7 Criteria

Admin Fees

tax card

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### Form Review

**Inbox**

City Manager

City Manager

Form Started By: Colleen Greer

Final Approval Date: 11/26/2018

**Reviewed By**

Peggy Arraiz

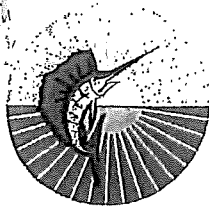
Nick Mimms

**Date**

11/19/2018 07:22 PM

11/26/2018 08:15 AM

Started On: 11/19/2018 01:42 PM



THE SUNRISE CITY  
**FORT PIERCE**  
 CODE ENFORCEMENT  
*Florida*

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

Date:	10/8/18			
Property address:	2404 Oleander Ave			
Owner(s) of record:	Evone D. McArthur / Joan R Stevenson (Est) decensed			
Mailing address:	2404 Oleander Ave, Ft Pierce, FL 34982			
Property tax ID #:	2422-604-0002-000-0			
Original purchase date:		Original purchase price:		
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Evone D McArthur		Relationship to owner(s)	sister
Telephone #:			Mobile phone #:	772-672-1048
E-mail:			Preferred contact method:	phone
What are owner(s) intentions for property:	live there			
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)	
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?	
Is property under contract for sale?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?	

AMOUNT OF FINE / LIEN

\$ 52,690.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED

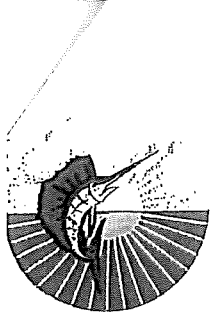
\$ \_\_\_\_\_

DOLLAR AMOUNT I AGREE TO PAY

\$ 00

Evone McArthur 10-8-18  
 Signature of Owner or Representative Date

Evone McArthur  
 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: 2404 Oleander Ave

Property Owner: Evone D McArthur

Mailing Address: 2404 Oleander Ave, Ft Pierce, FL 34982

Telephone #: \_\_\_\_\_ Cell Phone #: 772-672-1048

E-Mail Address: \_\_\_\_\_

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

I, Evone D McArthur, 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:

On disability and receive only \$769.00 and would like to get this property debt cleaned up. Sister is original owner and maker of lien. Sister is deceased and I am the owner of property by estate.

Date: 10-8-18

Signed: \_\_\_\_\_

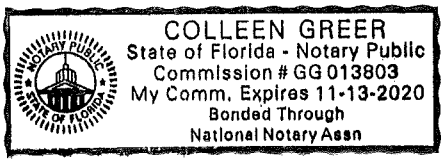
Print Name: Evone D McArthur

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Evone Deloras McArthur 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 DRIVER license as identification.

SWORN TO AND SUBSCRIBED before me this 8th day of October, 2018.



Colleen Greer

Notary Public, State of Florida

# 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**  
2404 Oleander Avenue

DATE: December 3, 2018

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 17-1521	\$52,690.00	\$0.00	\$0.00
<b>TOTAL</b>	\$52,690.00	\$0.00	\$0.00

CAN BE WAIVED (ALL COSTS)

\$52,690.00

**LIEN REDUCTION HEARING  
 CONTESTING OF FINE/NON-COMPLIANCE  
 Special Magistrate Hearing Date: November 7, 2018**

Case No: 17-1521

Address: 2404 Oleander

1.) The gravity or seriousness of the violation:	<b>MINOR</b>
2a.) Any and all actions taken by the violator to correct the violations; OR	<b>OUTSIDE STORAGE REMOVED AND OUTSIDE STORAGE MOVED INDOOR. PROPERTY OWNER COMPLIED THE VIOLATIONS.</b>
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:	<b>BROUGHT VIOLATIONS INTO COMPLIANCE.</b>
3.) The length of time necessary to bring the property into compliance:	<b>1 YEAR PLUS</b>
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:	<b>1</b>
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	<b>18</b>
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	<b>N/A</b>
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:	<b>FINES WAITING TO BE PAID OR REDUCED.</b>

# Administrative Cost Estimator

10/31/2018

Property Address: 2404 OLEANDER AVE #17-1521

Date case originated: 7/12/2017

Date case complied: 9/26/2018

Total time: 14 months

## Number of Hearings

Violation Hearings: 1

Massey Hearings: 1

Lien Reduction Hearings: 1

## Mailing Expense

Regular 1st Class:	\$0.44	<u>6</u>	\$2.64
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Certified Mail:	\$5.10	<u>1</u>	\$5.10
-----------------	--------	----------	--------

Photographs (per page)	\$0.50	<u>6</u>	\$3.00
------------------------	--------	----------	--------

Filing Fees	\$10.00	<u>4</u>	\$40.00
-------------	---------	----------	---------

Months Open	\$50.00	<u>14</u>	\$700.00
-------------	---------	-----------	----------

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	<u>1</u>	\$150.00
----------------------	----------	----------	----------

Each additional Hearing	\$75.00	<u>          </u>	\$0.00
-------------------------	---------	-------------------	--------

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

Code Compliance Manager	\$75.00	<u>1</u>	\$75.00
-------------------------	---------	----------	---------

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

City Attorney (per hour)	\$125.00	<u>1</u>	\$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	<u>2</u>	\$300.00
----------	----------	----------	----------

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	<u>1</u>	\$250.00
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Fee set by the City Commission

**Total Estimated Cost: \$1,650.74**

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

### Property Identification

Site Address: 2404 OLEANDER BLVD Map ID: 24/22N	Parcel ID: 2422-604-0002- 000-0 Zoning: R2	Account #: 30363  Use Type: 0100	Sec/Town/Range: 22/35S/40E Jurisdiction: Fort Pierce
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### Ownership

Joan R Stevenson (EST)  
2404 Oleander BLVD  
Fort Pierce, FL 34982

### Legal Description

OLEANDER GARDENS BLK 2 S 50 FT OF LOTS 1 AND 2  
AND N 5 FT OF VAC ALLEY ADJ ON S (OR 939-2314)

### Current Values

Just/Market: \$44,600	Assessed: \$14,108
Exemptions: \$0	Taxable: \$14,108

### Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$44,600	\$14,108	\$0	\$14,108
2017	\$32,500	\$12,826	\$0	\$12,826
2016	\$24,700	\$11,660	\$0	\$11,660

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-31-1995	0939 / 2314	XX02	WD	Beverly R Cambron	\$31,500
03-01-1988	0584 / 2140	XX02	CV		\$0
11-01-1981	0366 / 1713	XX00	CV		\$27,000

### Primary Building Information

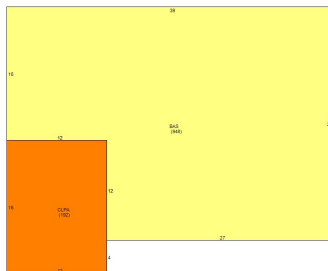
Finished Area of this building: 948 SF  
Gross Area of this building: 1,140 SF

#### Exterior Data

View:	Roof Cover: Tar & Gravel	Roof Structure: Flat/Shed	Building Type: HD+
Year Built: 1958	Frame:	Grade: D+	Effective Year: 1962
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 1	Secondary Wall: Wood no Sh

#### Interior Data

Bedrooms: 2	A/C %: 100%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 1	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel: ELEC	Primary Floors: Vinyl Rolled



### Total Areas

Finished/Under Air (SF):	948
Gross Area (SF):	1,140
Land Size (acres):	0.21
Land Size (SF):	9,350
Total Building Count:	1

### Special Features and Yard Items

Type	Qty	Units	Year Blt
WOOD FEN 6'	1	140	1999

This information is believed to be correct at this time but it is subject to change and is not warranted.  
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**City Commission Regular Meeting**

**11.g.**

**Meeting Date:** 12/03/2018

**Re:** Case 06-2514 - 2404 Oleander Avenue - Stevenson

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

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**SUBJECT:**

Request to reduce code enforcement lien in the amount of \$195,250.00 against 2404 Oleander Avenue, Ft. Pierce, FL 34982 - Parcel ID Number 2422-604-0002-000-0 - previously owned by Joan R. Stevenson (Est), 2404 Oleander Avenue, Ft. Pierce, FL 34982 and currently owned by Evone D. McArthur (sister), 2404 Oleander Avenue, Ft. Pierce, FL 34982 to \$250.00 to cover administrative fee and payable in six (6) months. This amount may be waived by the City Commission.

**SUMMARY:**

Mrs. McArthur inherited this property from her sister, Joan R. Stevenson, who is now deceased. She is on disability and receives \$769.00 a month for income. Her sister was the original owner and maker of lien. Mrs. McArthur is requesting the fines be waived in full.

**RECOMMENDATION:**

The Special Magistrate heard the property owner's request and recommends the City Commission waive the fines and impose the \$250.00 administrative fee payable in six (6) months.

**ALTERNATIVES:**

- Deny the request.
- Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

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**Fiscal Impact**

**Budgeted Y/N:** 2018

**Amount:** 250.00

**OTHER INFORMATION:**

\$250.00 to the general fund.

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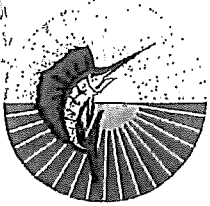
**Attachments**

Request  
Breakdown  
7 Criteria  
Admin Fees  
tax card

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### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Peggy Arraiz	11/19/2018 07:23 PM
City Manager	Nick Mimms	11/26/2018 08:15 AM
Form Started By: Colleen Greer		Started On: 11/19/2018 11:40 AM
Final Approval Date: 11/26/2018		



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

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

Date:	10/8/18				
Property address:	2404 Oleander Ave				
Owner(s) of record:	Evone D. McArthur / Jean R Stevenson (Est) deceased				
Mailing address:	2404 Oleander Ave, Ft Pierce, FL 34982				
Property tax ID #:	2422-604-0002-000-0				
Original purchase date:		Original purchase price:			
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Evone D McArthur		Relationship to owner(s)	sister	
Telephone #:			Mobile phone #:	772-672-1048	
E-mail:			Preferred contact method:	phone	
What are owner(s) intentions for property:	live there				
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)		
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?		
Is property under contract for sale?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN

\$ 195,250.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED

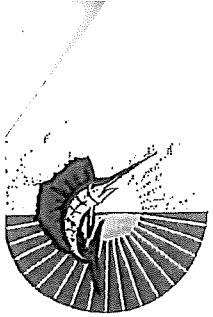
\$ \_\_\_\_\_

DOLLAR AMOUNT I AGREE TO PAY

\$ 00

Evone McArthur      10-8-18  
Signature of Owner or Representative      Date

Evone McArthur  
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: 2404 Oleander Ave

Property Owner: Evone D McArthur

Mailing Address: 2404 Oleander Ave, Ft Pierce, FL 34982

Telephone #: \_\_\_\_\_ Cell Phone #: 772-672-1048

E-Mail Address: \_\_\_\_\_

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

I, Evone D McArthur, 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:

On disability and receive only \$769.00 and would like to get this property debt cleaned up. Sister is original owner and maker of lien. Sister is deceased and I am the owner of property by estate.

Date: 10-8-18

Signed: \_\_\_\_\_

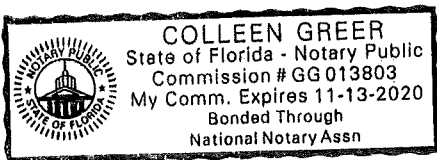
Print Name: Evone D McArthur

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Evone Deloras McArthur 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 DRIVER LICENSE as identification.

SWORN TO AND SUBSCRIBED before me this 8th day of October, 2018.



Colleen Greer

Notary Public, State of Florida

# 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**  
2404 Oleander Avenue

DATE: December 3, 2018

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 06-2514	\$195,250.00	\$0.00	\$0.00
<b>TOTAL</b>	\$195,250.00	\$0.00	\$0.00

CAN BE WAIVED (ALL COSTS)

\$195,250.00

**LIEN REDUCTION HEARING  
 CONTESTING OF FINE/NON-COMPLIANCE  
 Special Magistrate Hearing Date: November 7, 2018**

Case No: 06-2514

Address: 621 N 9<sup>th</sup> Street

1.) The gravity or seriousness of the violation:	<b>MINOR</b>
2a.) Any and all actions taken by the violator to correct the violations; OR	<b>THE PROPERTY IS IN COMPLIANCE</b>
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:	<b>N/A</b>
3.) The length of time necessary to bring the property into compliance:	<b>1 YEAR PLUS</b>
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:	<b>1</b>
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	<b>14</b>
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	<b>N/A</b>
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:	<b>N/A</b>

# Administrative Cost Estimator

10/31/2018

Property Address: 2404 OLEANDER AVE 6-2514

Date case originated: 7/26/2006

Date case complied: 4/13/2009

Total time: 32 months

## Number of Hearings

Violation Hearings: 1

Massey Hearings: 1

Lien Reduction Hearings: 1

## Mailing Expense

Regular 1st Class:	\$0.44	<u>5</u>	\$2.20
Certified Mail:	\$5.10	<u>3</u>	\$15.30

Photographs (per page)	\$0.50	<u>3</u>	\$1.50
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Filing Fees	\$10.00	<u>1</u>	\$10.00
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Months Open	\$50.00	<u>32</u>	\$1,600.00
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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	<u>1</u>	\$150.00
Each additional Hearing	\$75.00	<u>          </u>	\$0.00

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

Code Compliance Manager	\$75.00	<u>1</u>	\$75.00
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Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	\$125.00	<u>1</u>	\$125.00
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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	<u>2</u>	\$300.00
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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	<u>1</u>	\$250.00
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Fee set by the City Commission

**Total Estimated Cost: \$2,529.00**

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

**Property Identification**

Site Address: 2404 OLEANDER BLVD Map ID: 24/22N Parcel ID: 2422-604-0002-000-0 Zoning: R2 Account #: 30363 Use Type: 0100 Sec/Town/Range: 22/35S/40E Jurisdiction: Fort Pierce

**Ownership**

Joan R Stevenson (EST)  
2404 Oleander BLVD  
Fort Pierce, FL 34982

**Legal Description**

OLEANDER GARDENS BLK 2 S 50 FT OF LOTS 1 AND 2  
AND N 5 FT OF VAC ALLEY ADJ ON S (OR 939-2314)

**Current Values**

Just/Market: \$44,600 Assessed: \$14,108  
Exemptions: \$0 Taxable: \$14,108

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$44,600	\$14,108	\$0	\$14,108
2017	\$32,500	\$12,826	\$0	\$12,826
2016	\$24,700	\$11,660	\$0	\$11,660

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-31-1995	0939 / 2314	XX02	WD	Beverly R Cambron	\$31,500
03-01-1988	0584 / 2140	XX02	CV		\$0
11-01-1981	0366 / 1713	XX00	CV		\$27,000

**Primary Building Information**

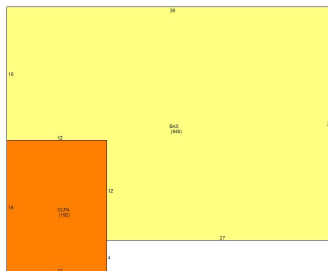
Finished Area of this building: 948 SF  
Gross Area of this building: 1,140 SF

**Exterior Data**

View: Roof Cover: Tar & Gravel Roof Structure: Flat/Shed Building Type: HD+  
Year Built: 1958 Frame: Grade: D+ Effective Year: 1962  
Primary Wall: CB Stucco Story Height: 1 Story No. Units: 1 Secondary Wall: Wood no Sh

**Interior Data**

Bedrooms: 2 A/C %: 100% Electric: MAXIMUM Primary Int Wall:  
Full Baths: 1 Heated %: 100% Heat Type: FrcdHotAir Avg Hgt/Floor: 0  
Half Baths: 0 Sprinkled %: N/A% Heat Fuel: ELEC Primary Floors: Vinyl Rolled



**Total Areas**

Finished/Under Air (SF):	948
Gross Area (SF):	1,140
Land Size (acres):	0.21
Land Size (SF):	9,350
Total Building Count:	1

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
WOOD FEN 6'	1	140	1999

This information is believed to be correct at this time but it is subject to change and is not warranted.  
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**City Commission Regular Meeting**

**11.h.**

**Meeting Date:** 12/03/2018

**Re:** Case 07-1521 - 2404 Oleander Avenue - Stevenson

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

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**SUBJECT:**

Request to reduce code enforcement lien in the amount of \$110,610.00 against 2404 Oleander Avenue, Ft. Pierce, FL 34982 - Parcel ID Number 2422-604-0002-000-0 - previously owned by Joan R. Stevenson (Est), 2404 Oleander Avenue, Ft. Pierce, FL 34982 and currently owned by Evone D. McArthur (sister), 2404 Oleander Avenue, Ft. Pierce, FL 34982 to \$250.00 to cover administrative fee and payable in six (6) months. This amount may be waived by the City Commission.

**SUMMARY:**

1. Mrs. McArthur inherited this property from her sister, Joan R. Stevenson, who is now deceased. She is on disability and receives \$769.00 a month for income. Her sister was the original owner and maker of lien.
2. Mrs. McArthur is requesting the fines be waived in full.

**RECOMMENDATION:**

The Special Magistrate heard the property owner's request and recommends the City Commission waive the fines and impose the \$250.00 administrative fee payable in six (6) months.

**ALTERNATIVES:**

- Deny the request.
- Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

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**Fiscal Impact**

**Budgeted Y/N:** 2018

**Amount:** 250.00

**OTHER INFORMATION:**

\$250.00 to the general fund.

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**Attachments**

Request

Breakdown

7 Criteria

Admin Fees

tax card

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### Form Review

**Inbox**

City Manager

City Manager

Form Started By: Colleen Greer

Final Approval Date: 11/26/2018

**Reviewed By**

Peggy Arraiz

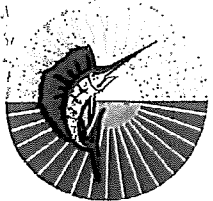
Nick Mimms

**Date**

11/19/2018 07:23 PM

11/26/2018 08:15 AM

Started On: 11/19/2018 01:32 PM



THE SUNRISE CITY  
**FORT PIERCE**  
 CODE ENFORCEMENT  
 Florida

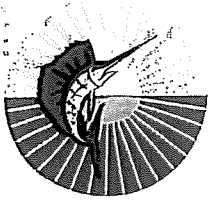
REQUEST FOR A REDUCTION OR RESCINDMENT OF  
 CODE ENFORCEMENT FINES / LIENS

Date:	10/8/18			
Property address:	2404 Oleander Ave			
Owner(s) of record:	Evone D. McArthur / Jean R Stevenson (Est) deceased			
Mailing address:	2404 Oleander Ave, Ft Pierce, FL 34982			
Property tax ID #:	2422-604-0002-000-0			
Original purchase date:		Original purchase price:		
Property is used for:	<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Evone D McArthur		Relationship to owner(s)	sister
Telephone #:		Mobile phone #:	772-672-1048	
E-mail:		Preferred contact method:	phone	
What are owner(s) intentions for property:	live there			
Are there current code violations?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)	
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?	
Is property under contract for sale?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?	

AMOUNT OF FINE / LIEN \$ 110610.00  
 DOLLAR AMOUNT REQUESTING TO BE WAIVED \$ \_\_\_\_\_  
 DOLLAR AMOUNT I AGREE TO PAY \$ 00

Evone McArthur      10-8-18  
 Signature of Owner or Representative      Date.

Evone McArthur  
 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:

2404 Oleander Ave

Property Owner:

Erone D McArthur

Mailing Address:

2404 Oleander Ave, Ft Pierce, FL 34982

Telephone #:

Cell Phone #:

772-672-1048

E-Mail Address:

Is the property in compliance? yes

If no, please explain in the narrative of your request.

I, Evone D McArthur, 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:

On disability and receive only \$769.00 and would like to get this property debt cleaned up. Sister is original owner and maker of lien. Sister is deceased and I am the owner of property by estate.

Date: 10-8-18

Signed: \_\_\_\_\_

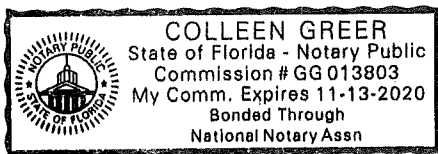
Print Name: Evone D McArthur

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Evone Deloras McArthur 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 Driver License as identification.

SWORN TO AND SUBSCRIBED before me this 8th day of October, 2018.



Colleen Greer  
Notary Public, State of Florida

# 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**  
2404 Oleander Avenue

DATE: December 3, 2018

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 07-1521	\$110,610.00	\$0.00	\$0.00
<b>TOTAL</b>	\$110,610.00	\$0.00	\$0.00

CAN BE WAIVED (ALL COSTS)

\$110,610.00

**LIEN REDUCTION HEARING  
 CONTESTING OF FINE/NON-COMPLIANCE  
 Special Magistrate Hearing Date: November 7, 2018**

Case No: 07-1521

Address: 2404 Oleander

1.) The gravity or seriousness of the violation:	<b>MINOR</b>
2a.) Any and all actions taken by the violator to correct the violations; OR	<b>PROPERTY BROUGHT INTO COMPLIANCE BY ADDRESSING THE VIOLATION.</b>
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:	<b>SAME AS ABOVE.</b>
3.) The length of time necessary to bring the property into compliance:	<b>1 YEAR PLUS</b>
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:	<b>1</b>
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	<b>18</b>
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	<b>N/A</b>
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:	<b>FINES WAITING TO BE PAID OR REDUCED.</b>

# Administrative Cost Estimator

10/31/2018

Property Address: 2404 OLEANDER AVE #7-1521

Date case originated: 5/15/2007

Date case complied: 4/13/2009

Total time: 22 months

## Number of Hearings

Violation Hearings: 1

Massey Hearings: 1

Lien Reduction Hearings: 1

## Mailing Expense

Regular 1st Class:	\$0.44	<u>5</u>	\$2.20
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Certified Mail:	\$5.10	<u>3</u>	\$15.30
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Photographs (per page)	\$0.50	<u>6</u>	\$3.00
------------------------	--------	----------	--------

Filing Fees	\$10.00	<u>2</u>	\$20.00
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Months Open	\$50.00	<u>22</u>	\$1,100.00
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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	<u>1</u>	\$150.00
----------------------	----------	----------	----------

Each additional Hearing	\$75.00	<u>        </u>	\$0.00
-------------------------	---------	-----------------	--------

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

Code Compliance Manager	\$75.00	<u>1</u>	\$75.00
-------------------------	---------	----------	---------

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

City Attorney (per hour)	\$125.00	<u>1</u>	\$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	<u>2</u>	\$300.00
----------	----------	----------	----------

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	<u>1</u>	\$250.00
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Fee set by the City Commission

**Total Estimated Cost: \$2,040.50**

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

### Property Identification

Site Address: 2404 OLEANDER BLVD Map ID: 24/22N	Parcel ID: 2422-604-0002- 000-0 Zoning: R2	Account #: 30363  Use Type: 0100	Sec/Town/Range: 22/35S/40E Jurisdiction: Fort Pierce
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### Ownership

Joan R Stevenson (EST)  
2404 Oleander BLVD  
Fort Pierce, FL 34982

### Legal Description

OLEANDER GARDENS BLK 2 S 50 FT OF LOTS 1 AND 2  
AND N 5 FT OF VAC ALLEY ADJ ON S (OR 939-2314)

### Current Values

Just/Market: \$44,600	Assessed: \$14,108
Exemptions: \$0	Taxable: \$14,108

### Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$44,600	\$14,108	\$0	\$14,108
2017	\$32,500	\$12,826	\$0	\$12,826
2016	\$24,700	\$11,660	\$0	\$11,660

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-31-1995	0939 / 2314	XX02	WD	Beverly R Cambron	\$31,500
03-01-1988	0584 / 2140	XX02	CV		\$0
11-01-1981	0366 / 1713	XX00	CV		\$27,000

### Primary Building Information

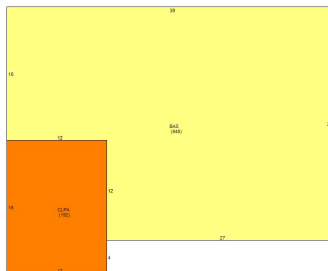
Finished Area of this building: 948 SF  
Gross Area of this building: 1,140 SF

#### Exterior Data

View:	Roof Cover: Tar & Gravel	Roof Structure: Flat/Shed	Building Type: HD+
Year Built: 1958	Frame:	Grade: D+	Effective Year: 1962
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 1	Secondary Wall: Wood no Sh

#### Interior Data

Bedrooms: 2	A/C %: 100%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 1	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel: ELEC	Primary Floors: Vinyl Rolled



### Total Areas

Finished/Under Air (SF):	948
Gross Area (SF):	1,140
Land Size (acres):	0.21
Land Size (SF):	9,350
Total Building Count:	1

### Special Features and Yard Items

Type	Qty	Units	Year Blt
WOOD FEN 6'	1	140	1999

This information is believed to be correct at this time but it is subject to change and is not warranted.  
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**City Commission Regular Meeting**

11.i.

**Meeting Date:** 12/03/2018

**Re:** Case #16-2143 - 907 (911) N 13th St. - Love Center Regeneration

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**SUBJECT:**

Request to reduce code enforcement lien in the amount of \$25,140.00 against 907 (911) N 13th St., Ft. Pierce, FL 34950 - Parcel ID Number 2404-813-0031-000-8 - currently owned by Love Center Regeneration Ministries, Inc., P. O. Box 2384, Ft. Pierce, FL 34954 to \$1000.00 payable in six (6) months. This amount includes the \$250.00 administrative fee, which may be waived by the City Commission.

**SUMMARY:**

1. The request is from Pastor Jerome Rhyant. In 2017, during the time for inspection, his mother passed away and he had to handle her affairs.
2. He is requesting the Commission to waive the full amount; however, he is in agreement to pay the recommended reduction of \$1000.00.

**RECOMMENDATION:**

The Special Magistrate heard the property owner's request and recommends the City Commission reduce the lien from \$25,140.00 to \$1000.00 payable in six (6) months. This reduction includes the \$250.00 administrative fee.

**ALTERNATIVES:**

Deny the request.  
Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

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**Fiscal Impact**

**Budgeted Y/N:** 2018  
**Amount:** 1000.00

**OTHER INFORMATION:**

\$1000.00 to the general fund.

---

**Attachments**

Request  
Breakdown

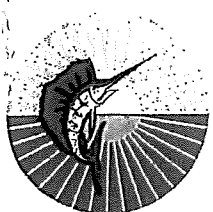
7 Criteria  
Admin Fees  
tax card

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### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Peggy Arraiz	11/19/2018 07:23 PM
City Manager	Nick Mimms	11/26/2018 08:15 AM
Form Started By: Colleen Greer		Started On: 11/19/2018 09:27 AM
Final Approval Date: 11/26/2018		

Oct 7



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

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

Date:					
Property address:	907 N 13th St Ft. Pierce FL 34950				
Owner(s) of record:	The Love Center Reg. Min. Inc				
Mailing address:	P.O. BOX 2384 Ft. Pierce 34954				
Property tax ID #:	2404-813-0031-000/8				
Original purchase date:	10-1-1995	Original purchase price:	\$132,000		
Property is used for:	<input type="checkbox"/> Single Family	<input checked="" type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Vacant Lot
Name of person requesting reduction:	Jerome Rhyant		Relationship to owner(s):	Pastor	
Telephone #:	460 0778		Mobile phone #:	370-1995	
E-mail:	info@tree-trimmers-usa.com		Preferred contact method:		
What are owner(s) intentions for property:	<del>Christian Academy</del> Christian Academy				
Are there current code violations?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Explain: (please attached notice)		
Is property listed for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is listing price?		
Is property under contract for sale?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN

\$ 25,140.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED

\$ 25,140.00

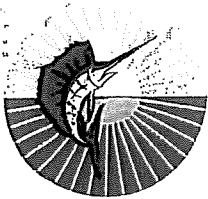
DOLLAR AMOUNT I AGREE TO PAY

\$ 0

  
Signature of Owner or Representative

10/11/18  
Date

Jerome Rhyant  
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: 907 N 13th St Ft. P. FL 34950  
Property Owner: The Love Center  
Mailing Address: PO Box 2384 Ft. Pierce FL 34984  
Telephone #: 460 0778 Cell Phone #: 370 1995  
E-Mail Address: info @ tree trimmers USA. com  
Is the property in compliance? Yes If no, please explain in the narrative of your request.

I, Jerome Rhyant, 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:

I ask you to wave the cost do to the death of my mother which took place while undergoing inspection in 2017.

Date: 10/11/18

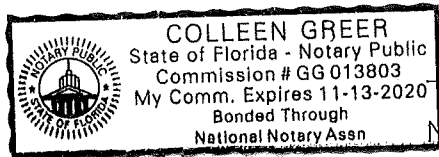
Signed: [Signature]  
Print Name: Jerome Rhyant

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Jerome Rhyant who acknowledged before me that the information contained herein is true and correct. He/She is is not personally known to me and has produced FL DRIVERS license as identification.

SWORN TO AND SUBSCRIBED before me this 11th day of October, 2018.



Colleen Greer

Notary Public, State of Florida

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

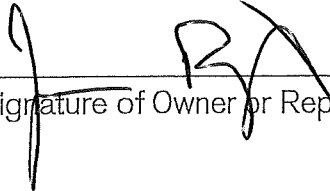
Property Address:	
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I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following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

      10/11/18      Jerome Rhyant  
Signature of Owner or Representative      Date      Printed Name

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COFF – APPLICATION PROCESS DETERMINATION

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

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

\_\_\_\_\_  
City Representative      Date      Printed Name

# 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**  
907 (911) N 13<sup>th</sup> Street

DATE: December 3, 2018

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The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 16-2143	\$25,140.00	\$0.00	\$0.00
<b>TOTAL</b>	\$25,140.00	\$0.00	\$0.00

CAN BE WAIVED (ALL COSTS)

\$25,140.00

**LIEN REDUCTION HEARING  
 CONTESTING OF FINE/NON-COMPLIANCE  
 Special Magistrate Hearing Date: November 7, 2018**

Case No: 16-2143

Address: 907 N 13<sup>th</sup> Street

1.) The gravity or seriousness of the violation:	<b>MODERATE</b>
2a.) Any and all actions taken by the violator to correct the violations; OR	<b>HIRED CONTRACTOR TO OBTAIN THE PERMITS AND MAKE REPAIRS</b>
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:	<b>N/A</b>
3.) The length of time necessary to bring the property into compliance:	<b>2 YEARS, 1 MONTH</b>
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:	<b>NONE IN THE PAST 5 YEARS</b>
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	<b>1 OTHER IN THE PAST 5 YEARS</b>
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	<b>NONE</b>
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:	<b>NONE</b>

# Administrative Cost Estimator

10/17/2018

Property Address: 907 (911) N 13TH STREET 16-2143

Date case originated: 9/7/2016

Date case complied: 10/4/2018

Total time: 24 months

## Number of Hearings

Violation Hearings: 1

Massey Hearings: 1

Lien Reduction Hearings: 1

## Mailing Expense

Regular 1st Class:	\$0.44	<u>9</u>	\$3.96 ✓
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Certified Mail:	\$5.10	<u>1</u>	\$5.10 ✓
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Photographs (per page)	\$0.50	<u>10</u>	\$5.00
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Filing Fees	\$10.00	<u>5</u>	\$50.00
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Months Open	\$50.00	<u>24</u>	\$1,200.00
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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	<u>1</u>	\$150.00
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Each additional Hearing	\$75.00	<u>          </u>	\$0.00
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Covers hearing prep: NOV, postings, notarizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Code Compliance Manager	\$75.00	<u>1</u>	\$75.00
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Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	\$125.00	<u>1</u>	\$125.00
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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	<u>1</u>	\$150.00
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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	<u>1</u>	\$250.00
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Fee set by the City Commission

**Total Estimated Cost: \$2,014.06**

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

**Property Identification**

Site Address: 907 N 13th ST Parcel ID: 2404-813-0031- Account #: 17889 Sec/Town/Range:  
 000-8  
 Map ID: 24/04H Zoning: PUR Use Type: 7100 Jurisdiction: Fort Pierce  
 04/35S/40E

**Ownership**

Love Center Regeneration Ministries Inc  
 PO Box 2384  
 Fort Pierce, FL 34954

**Legal Description**

WILLIE JOHNSON S/D BLK 2 LOTS 17, 18, 19, 20, 21 AND  
 22 AND VAC ALLEY LYG BTW LOTS AND LOT 23 AND  
 W 5 FT OF VAC ALLEY ADJ ON E (1.18 AC - 51,401 SF)  
 (ORDN J-206 OR 1036-1522) (OR 1036-1522; 1052-911,1443;  
 1118-1905; 1443; 2780-1338, 1339; 3055-2197)

**Current Values**

Just/Market: \$522,600 Assessed: \$501,628  
 Exemptions: \$501,628 Taxable: \$0

**Historical Values 3-year**

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$522,600	\$501,628	\$501,628	\$0
2017	\$482,600	\$482,600	\$482,600	\$0
2016	\$462,700	\$462,700	\$462,700	\$0

**Sale History**

Date	Book/Page	Sale Code	Deed	Grantor	Price
07-28-1997	1118 / 1905	XX02	WD	Baker-Dixon G Keilier	\$135,000
04-23-1997	1072 / 2596	XX02	QC	Dixon Keilier B	\$100
07-01-1976	0261 / 1862	XX00	CV		\$60,000

**Primary Building Information**

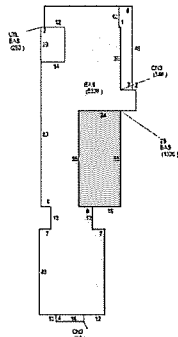
Finished Area of this building: 8,856 SF  
 Gross Area of this building: 9,548 SF

**Exterior Data**

View:	Roof Cover: Metal	Roof Structure: Gable	Building Type: LROF
Year Built: 1951	Frame:	Grade: Y_C	Effective Year: 1995
Primary Wall: CB Stucco	Story Height: 2 Story	No. Units: 1	Secondary Wall:

**Interior Data**

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



**Total Areas**

Finished/Under Air (SF):	13,950
Gross Area (SF):	15,553
Land Size (acres):	1.18
Land Size (SF):	51,401
Total Building Count:	4

**Special Features and Yard Items**

Type	Qty	Units	Year Blt
CONCRETE LOW	1	7123	2007
CHAINLINK 6'	1	82	2007
6FT CB Wall	1	35	2007
CEMENT CURB	1	48	2007

**City Commission Regular Meeting**

11.j.

**Meeting Date:** 12/03/2018

**Re:** Crabby's Lease

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Approve the Lease Agreement between Winking Starfish, LLC, d/b/a Crabby's Dockside Fort Pierce, for a term of 20 years plus 2 five year renewal options, in accordance with RFP 2018-010.

**SUMMARY:**

The attached lease is the result of negotiations with the successful bidder, Beachside Hospitality Group, for the reconstruction and operation of the waterfront restaurant and bar at the marina. The lease has been reviewed by the Risk Manager and City Attorney.

**RECOMMENDATION:**

Approve lease as presented.

**ALTERNATIVES:**

Approve with modifications.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Ben Bryan, Interim City Manager  
Johnna Morris, Finance Director  
Rebecca Grohall, Planning Director  
Gelencia Carter, Purchasing Manager

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**Fiscal Impact**

**OTHER INFORMATION:**

Additional revenue to the City of Fort Pierce with a revised rate structure than that which was originally in place.

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**Attachments**

Final Lease  
Exhibit - Demised Area  
Exhibit - Base Rent

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**Form Review**

Inbox

Reviewed By

Date

City Manager

Nick Mimms

11/14/2018 04:42 PM

City Manager

Nick Mimms

11/26/2018 08:15 AM

Form Started By: Linda Cox

Started On: 11/05/2018 11:01 AM

Final Approval Date: 11/26/2018

**LEASE AGREEMENT  
TO LEASE AND IMPROVE THE WATERFRONT RESTAURANT AND BAR  
AT THE FORT PIERCE CITY MARINA**

**THIS LEASE AGREEMENT** is entered into this 3rd day of December, 2018, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, (hereafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **WINKING STARFISH, LLC**, a Florida Limited Liability Company, (hereafter "TENANT"), whose business address is 11201 Corporate Circle N, Suite 100, St. Petersburg, FL 33716.

**ARTICLE I  
PREMISES**

**1.1 Premises.** Subject to the terms and provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the real property described on the attached Exhibit A (the "Demised Premises") and located at 2 Avenue A, Fort Pierce, Florida, 34950, including, without limitation, the existing restaurant building currently located on the Land (the "Existing Building"), and all other buildings, structures, and other improvements located on the Land (with the Existing Building, collectively, the "Improvements"), and further described as Parcel ID: 2410-503-0041-040-0 containing a gross land area of 9,804 square feet. The Land and the Improvements are, collectively, the "Demised Premises".

**1.2 Effective Date.** The "Effective Date" will be forty-five (45) calendar days from the date notice is provided by the Tenant, and accepted by the Landlord, that the final approval of all required permits to commence the development of the project have been received. Tenant accepts the Premises in their "AS IS, WHERE IS" condition as of the Effective Date.

**ARTICLE II  
TERM**

**2.1 Lease Term.** Tenant shall have leasehold rights to demolish the Existing Building on the Premises and build the Building (as defined in Section 3.1 below), pursuant to this Lease, as of the Effective Date. The term of this Lease (the "Term") shall be for a period of 20 years, commencing on the Substantial Completion Date (as defined in Section 3.4 below), unless sooner terminated pursuant to the terms of this Lease. Tenant shall have an option to renew this Lease for two (2) additional five (5) year terms. Tenant shall furnish Landlord with a minimum of one (1) year written notice of its intention to exercise this option prior to the expiration of the twenty (20) year lease term.

**ARTICLE III**  
**CONSTRUCTION OF NEW RESTAURANT BUILDING**

**3.1 Construction of New Restaurant Building.** Tenant shall, at its expense, demolish the Existing Building and design and construct on the Land a new restaurant building (the "Building"), estimated at \$2,600,000.00, subject to the terms and conditions of this Article III (the "Tenant Work"). It is mutually understood that Tenant Work does not include Tenant's equipment, fixtures, or other personal property placed on the Premises. Tenant anticipates that Substantial Completion (as defined below) of the Tenant Work will occur on or about March, 2020. Tenant shall use all commercially diligent efforts, as quickly as reasonably practicable, to obtain all permits and approvals necessary to construct the Tenant Work and to achieve Substantial Completion of the Tenant Work.

In addition to the construction of the proposed restaurant Building, the Landlord and Tenant reserve the right to negotiate the terms for the construction of the Marina Fuel Building concurrently with the restaurant construction. Any such agreement may be finalized through an addendum to this agreement. It has been determined that the buildings must be constructed concurrently because of inaccessibility to the area dedicated to the Marina Fuel Building once the proposed restaurant is completed. If agreement cannot be reached, the parties will proceed under the existing lease terms.

**3.2 Plans and Approvals.** Tenant shall provide plans and specifications for the Tenant Work to Landlord for Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Such plans and specifications shall include, without limitation, any site plans, floor plans, and elevations (including, without limitation, exterior shades, awnings, window coverings, lights, and canopies) prepared for the Tenant Work. The plans and specifications approved by Landlord and Tenant, and any construction or permit drawings prepared by Tenant's architect based on such approved plans and specifications, are, collectively, the "Final Plans."

**3.3 Requirements.** All Tenant Work shall be completed in compliance with applicable Legal Requirements (as defined in Section 6.4 below), and in a good and workmanlike manner, by licensed contractors with appropriate building permits.

Tenant agrees to require that the general contractor performing the Tenant Work shall maintain:

(a) Builder's Risk insurance on the Building on an all-risk basis and in an amount equal to the contract amount of the Tenant Work, naming the landlord as a loss payee and additional insured.

(b) Commercial General Liability insurance with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000, general aggregate and naming the Landlord and its officials, officers and employees as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations). Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Tenant Work.

(c) Automobile Liability insurance with minimum coverage limits of \$1,000,000 each occurrence - bodily injury and property damage combined for liability arising out of the ownership, maintenance or use of the Contractor's owned, hired and non-owned automobiles.

(d) Contractor's Pollution insurance with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000, general aggregate.

(e) Design Professional Liability insurance for liability arising out of rendering or failure to render professional architectural design and engineering services in the performance of the Tenant Work, with minimum coverage limits of \$1,000,000 per occurrence or per claim. If coverage is on an occurrence basis the coverage must be maintained for at least three years after completion of the work. If coverage is on a claims-made basis, the contractor shall purchase, at its own expense, an extended reporting period ("tail" coverage) of at least three years.

(f) performance and payment bonds for the Tenant Work and completion of the Building, in the form and amounts required by Section 255.05, Florida Statutes.

**3.4 Substantial Completion.** The term "Substantial Completion" means substantial completion of the Tenant Work in accordance with the Final Plans, as evidenced by Tenant's receipt of all approvals necessary for Tenant to occupy and operate its restaurant in the Building, including, without limitation, a certificate of occupancy for the Building. The date on which Substantial Completion occurs is the "Substantial Completion Date."

**3.5 Total Project Costs.** The term "Total Project Costs" means the sum of all costs and expenses paid or incurred by Tenant for the design, engineering, permitting, construction, and installation of the Tenant Work.

**3.6 Confirmation of Dates and Amounts.** Within 30 days after the Substantial Completion Date, Landlord and Tenant shall execute a written instrument prepared by Tenant and memorializing (a) the Substantial Completion Date; (b) the Rent Commencement Date; (c) the Total Project Costs; (d) the Base Rent amounts payable by Tenant throughout the Term ; and (e) the total amount of air conditioned square footage of the Building (the "Building Square Footage").

## **ARTICLE IV RENT**

**4.1 Base Rent.** Commencing on the Substantial Completion Date, Tenant shall pay to Landlord annual base rent in the amounts set forth in Exhibit D (as more particularly defined in Exhibit B, the "Base Rent"). The Base Rent of \$159,558.00 per year, shall be paid monthly, in 12 equal monthly installments, on or before the first day of such calendar month. The Base Rent and any other amounts owed by Tenant to Landlord under this Lease are, collectively, the "Rent". Tenant shall make all Rent payments to Landlord at the address listed in Section 18.7, or to such other address as Landlord may from time to time designate by written notice to Tenant. Tenant's Base Rent shall be appropriately prorated for any partial month during which the Rent Commencement Date or the expiration or termination date of this Lease occurs. On the first day of the second Rental Year and each subsequent Rental Year; the Base Rent shall increase by two percent (2%), which annual increases shall be on a cumulative, compounding basis.

### **4.2 Percentage Rent.**

(a) Commencing on the Rent Commencement Date and for each subsequent Sales Period (as defined below) during the Term, Tenant shall pay to Landlord, in addition to Base Rent, "Percentage Rent" in an amount equal to (i) two percent (2%) of Food Sales (as defined below) for such Sales Period (as defined below) in excess of the Food Sales Breakpoint (as defined below), and (ii) seven percent (7%) of Alcohol Sales (as defined below) for such Sales Period in excess of the Alcohol Sales Breakpoint (as defined below) and (iii) five percent (5%) of Ice Cream Sales (as defined below) for such Sales Period (as defined below) in excess of the Ice Cream Sales Breakpoint (as defined below),.

(b) For each Sales Period during the Term, the "Food Sales Breakpoint" means \$2,500,000.00; the term "Alcohol Sales Breakpoint" means \$600,000.00; and the term "Ice Cream Sales Breakpoint" means \$100,000.00.

(c) The term "Gross Sales" means all revenue generated from food and beverages sold in or from the Premises and Outdoor Seating Area by Tenant; provided, however, the following shall be excluded from Gross Sales: (i) refunds to customers on transactions otherwise included in Gross Sales; (ii) sales from vending

machines used primarily for employee purposes; (iii) all sums representing sales taxes collected from customers and paid over to the applicable taxing authority; (iv) the transfer of food or beverages from the Premises to another store or a place of business owned or operated by Tenant or one of its affiliates; (v) donations of food or beverages to non-profit charitable and religious institutions; (vi) returns to shippers or manufacturers. The term "Food Sales" means Gross Sales attributable to the sale of food; the term "Alcohol Sales" means Gross Sales attributable to the sale of beer, wine, and liquor; and the term "Ice Cream Sales" means Gross Sales attributable to the sale of ice cream products. "Sales Period" means each successive four (4) week period during the Term, commencing on the Rent Commencement Date.

(d) Percentage Rent shall be paid by Tenant within 30 days after the end of each Sales Period. Each payment of Percentage Rent shall be accompanied by a statement setting forth Gross Sales made during such Sales Period and signed and certified as correct by an officer of Tenant. Upon written request from Landlord given with 15 days after receipt of Tenant's annual Gross Sales statement for a Sales Period, Tenant shall provide Landlord with reasonable back-up documentation regarding Tenant's calculation of Gross Sales for such Sales Period.

**4.3 Tax on Rents.** Tenant shall be responsible for and shall pay to Landlord all federal, state, or local sales and use taxes (or taxes or assessments in lieu thereof) payable with respect to the Rent and all other sums payable under this Lease by Tenant.

**4.4 Late Charge.** Tenant shall pay a late charge of five percent (5%) of the total amount overdue if any installment of Rent or any other amount due from Tenant to Landlord is received by Landlord more than five business days after the applicable due date. This charge is for extra expenses incurred by Landlord and shall not be considered interest or penalty.

## **ARTICLE V ALTERATIONS AND TENANT EQUIPMENT**

**5.1 Alterations.** Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of Landlord upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to the

original condition at Tenant's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of Landlord without credit or compensation to Tenant.

**5.2 Ownership of Improvements.** During the Term, Tenant shall be considered for income tax purposes to be the owner of the Building and any other Alterations and Improvements made by or on behalf of Tenant following the Effective Date, and Tenant alone shall be entitled to take tax deductions on its federal and state income tax returns for the depreciation and other expenses related to such improvements. Upon expiration or earlier termination of this Lease, the ownership of such improvements made by or on behalf of Tenant shall belong to Landlord, except as expressly provided otherwise in this Lease.

**5.3 Tenant Equipment.** Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in Landlord upon the termination of this Lease or any renewal or extension thereof, and Tenant acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

**5.4 Liens.** Neither Landlord nor Tenant shall cause or permit to be recorded, filed, claimed, or asserted against the Premises any mechanic's lien for supplies, machinery, tools, equipment, labor, or material contracted for by, through, or under such party and furnished or used in connection with any construction, development, alteration, improvement, addition to, repair to, or maintenance of any Improvements, and if Landlord or Tenant causes or permits any such lien to be so recorded, filed, claimed, or asserted, the responsible party shall cause the same to be released or discharged within 30 days thereafter. If either party breaches the foregoing covenant, the other party may cause any such claimed lien to be released of record by bonding or payment or any other means available. The defaulting party shall pay to the non-defaulting party on demand all sums paid and costs, including reasonable attorneys' fees, incurred by the non-defaulting party in connection therewith.

NOTHING IN THIS LEASE SHALL BE DEEMED TO BE, OR CONSTRUED AS CONSTITUTING, THE CONSENT OR REQUEST OF LANDLORD, EXPRESSED OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY PERSON, FIRM, OR CORPORATION FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS FOR ANY CONSTRUCTION, REBUILDING, ALTERATION, OR REPAIR OF OR TO THE PREMISES OR ANY PART THEREOF, NOR AS GIVING TENANT ANY RIGHT, POWER, OR AUTHORITY

TO CONTRACT FOR OR PERMIT THE RENDERING OF ANY SERVICES OR THE FURNISHING OF ANY MATERIALS THAT MIGHT IN ANY WAY GIVE RISE TO THE RIGHT TO FILE ANY LIEN AGAINST THE BUILDING OR LANDLORD'S INTEREST IN THE PREMISES. TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK AT THE PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTEREST OF LANDLORD IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES, OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES, THE BUILDING, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL REASONABLE TIMES ON THE PREMISES ANY NOTICES WHICH LANDLORD SHALL BE REQUIRED SO TO POST FOR THE PROTECTION OF LANDLORD AND THE PREMISES FROM ANY SUCH LIEN. TENANT AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTE 713.10.

## **ARTICLE VI USE & OPERATIONS; COMPLIANCE WITH LAWS**

**6.1 Use.** Tenant shall use the Premises for the operation of a full service restaurant and bar, including liquor, beer, and wine sales for on-premises consumption, initially under the trade name "Crabby's Dockside Fort Pierce", including the incidental sale of Tenant's branded clothing and merchandise, or for such other restaurant use that complies with all Legal Requirements (the "Permitted Use"), and for no other use without Landlord's prior written consent.

**6.2 Hours of Operation.** At all times during this Lease, the minimum hours of operation from shall be from 11:00 a.m. to 10:00 p.m., seven (7) days per week unless agreed otherwise in writing by Landlord, with the exception of Easter, Thanksgiving and Christmas. Tenant further acknowledges the need for the continuous and regular operation of its restaurant facility, including the duty to exercise best management practices, and the operation of said business as provided for herein shall be a separate covenant under this Lease. Tenant shall have the right to extend business hours at its election. The Tenant agrees that any live music shall end at 11:00 p.m. unless advance permission from the Landlord or designee is obtained. In any event, all music and other activities must comply with the City's noise ordinance.

**6.3 Continuous Operations.** During the Term, and except during Excused Periods, Tenant shall continuously operate and conduct business at the Premises for the Permitted Use. The term "Excused Periods" means periods of time during which Tenant's failure or refusal to conduct the operations of its business (a) results from alterations, renovations, or repairs being performed in and to the Premises for a continuous period not in excess of an aggregate of fifteen 15 days (or such longer period that is approved by Landlord in writing and in advance) in any consecutive 12 month period; (b) is caused by Force Majeure, damage or destruction, or eminent domain proceedings or actions; (c) is caused by any act or omission of Landlord; or (d) is during the following holidays: Easter Sunday, Thanksgiving Day, or Christmas Day.

**6.4 Tenant's Conduct.** Tenant shall operate its business in an efficient, high class, and reputable manner. Tenant shall keep the Premises neat, clean, sanitary, and reasonably free from dirt, rubbish, insects, and pests at all times. Tenant shall not (a) use or maintain the Premises in such a manner as to constitute an actionable nuisance to Landlord or any third party, or (b) commit or permit waste of the Premises.

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

**6.6 Compliance with Laws.** Tenant shall, at its expense, (a) obtain any and all occupational licenses (business tax receipt) beverage licenses, and other permits and approvals required for the operation of Tenant's business at the Premises, and (b) comply with all laws, codes, regulations, orders, and ordinances, including, without limitation, the City of Fort Pierce Code of Ordinances and the regulations and orders of the Florida Department of Business and Professional Regulation,

applicable to Tenant's use and occupancy of the Premises (collectively, "Legal Requirements").

## **ARTICLE VII SIGNS**

**7.1 Signs.** Tenant shall, at its expense, have the right to install signs related to Tenant's business in or on the Premises, or in areas coordinated with and approved by the Landlord or designee. Any signs installed by Tenant shall comply with all Legal Requirements. Tenant shall, at its expense, maintain its signs in good condition and repair. Upon the expiration or earlier termination of the Lease, Tenant shall remove any signs installed by Tenant in or on the Premises.

## **ARTICLE VIII UTILITIES**

**8.1 Utilities.** During the Term, Tenant shall contract in its own name, and pay directly to the applicable public utility, for all water, sewer, electricity, gas, telephone, communication, stormwater, solid waste collection, and other utility charges and fees related to the Premises. The Landlord recognizes the ongoing challenges of garbage removal in the marina waterfront area and will work closely with the Tenant in an effort to address the volume of garbage and recycling materials in a mutually agreeable manner.

## **ARTICLE IX MAINTENANCE AND REPAIR**

**9.1 Maintenance and Repair.** During the Term, Tenant shall, at its expense, maintain the entire Premises in good order, condition, and repair (including necessary replacements), subject to reasonable wear and tear. Without limiting the foregoing, Tenant shall keep all restroom facilities clean and sanitary, and no coin-operated toilets or other coin-operated devices will be allowed in the restroom facilities without prior written approval of Landlord.

### **9.2 On-Going Capital Improvements or Repairs.**

(a) Tenant shall maintain the Premises in a first class operating condition according to acceptable industry standards and applicable codes. Landlord has the right to inspect the Premises at any time upon reasonable prior notice to Tenant, and Landlord will provide written notice to Tenant of any improvements or repairs that Landlord believes are necessary to comply with the aforementioned standards. If Tenant contests the necessity of an improvement or repair requested by Landlord, and at any other time at the request of either party (but not more frequently than once in any 12 month period), Landlord and Tenant shall meet in good faith to

discuss the need for any improvements or repairs necessary to comply with the aforementioned standards and to resolve any disputes relating thereto.

(b) If any improvement or repair described in Section 9.2(a) has not commenced within 30 days after Tenant's receipt of written notice from Landlord (or, if later, the date on which the need for such improvement or repair has been conclusively determined pursuant to this Section 9.2), Landlord has the right to self-perform the improvement or repair. If it becomes necessary for Landlord to self-perform any such improvement or repair, Landlord will prepare a cost estimate of the work to be performed, and Tenant will reimburse Landlord for the costs of such improvement or repair, as additional Rent, in the following applicable monthly period after the improvements and repairs are completed and an invoice is presented.

## **ARTICLE X TAXES AND FEES**

**10.1 Payment of Taxes and other Fees.** Tenant shall be responsible to pay the real property taxes applicable to the Demised Premises based upon the assessed value of the restaurant facility. Upon receipt of each yearly ad valorem tax bill for the Demised Premises, Landlord shall submit an invoice to Tenant for the ad valorem taxes specified herein, and Tenant shall remit payment within fifteen (15) days of such invoice in order for Landlord to obtain the maximum applicable discount for early payment.

**10.2 Proration at Commencement and End of Term.** If the Rent Commencement Date or end of the Term does not coincide with the commencement or end of a tax year, Taxes for the tax year in which this Lease commences and/or ends shall be prorated between Landlord and Tenant, based on the most recent assessment. Such proration shall be subsequently adjusted when the actual bills for Taxes become available. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

## **ARTICLE XI INSURANCE**

**11.1 Maintenance of Policies.** Tenant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Landlord, the types and amounts of insurance conforming to the minimum requirements set forth herein.

(a) All Risk Property insurance against all physical loss or damage to the Premises and Improvements (including windstorm and flood coverage), with replacement cost coverage and not subject to any coinsurance provisions. The Landlord shall be named as Loss Payee and Additional Insured. The maximum

deductible for other than windstorm, hail, earth movement or flood shall be \$25,000 per occurrence. The maximum deductible for windstorm and hail shall be the greater of \$100,000 or 5% of the estimated actual cash value of the insurable property at the time of the loss. The maximum deductible for earth movement or flood shall be \$50,000 per occurrence.

b) Commercial General Liability insurance coverage shall be provided on a form no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), and acceptable to the Landlord.

Landlord and its officials, officers and employees shall be included as "Additional Insured" on a form no more restrictive than ISO form CG 20 11 (Additional Insured – Managers or Lessors of Premises).

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Damage to Leased Premises:	\$300,000

(c) Commercial Automobile Liability insurance shall be provided on a form no more restrictive than that provided by the Standard Business Auto Policy (ISO Form CA 00 01, as filed for use in the State of Florida by the Insurance Service Office, without any restrictive endorsements and including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the tenants use or occupancy of the premises. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

(d) Workers' Compensation/Employer's Liability Insurance shall be provided on a form no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements other than those endorsements which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$500,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$500,000	Disease – Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the Landlord, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

(e) Liquor Liability Coverage shall be maintained during any Periods that Tenant sells or serves alcoholic beverages at the premises. Such insurance shall cover liability of Tenant arising out of the sale of alcoholic beverages on the Premises and in the course of their business and name the Landlord as an Additional Insured. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 General Aggregate

\$1,000,000 Each Occurrence

**11.2 Insurance Providers.** The Insurance required by Section 11.1 above shall be written by insurance companies authorized to conduct insurance business in the state of Florida and shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

**11.3 Premiums.** Tenant shall (a) pay all premiums for the insurance required by Section 11.1 above as and when due, (b) timely renew or replace each policy, and (c) deliver to Landlord certificates evidencing such coverage.

**11.4 Waiver of Subrogation.** Each party releases the other party, and waives its entire right of recovery against the other party, for all direct, consequential, or other loss or damage arising out of or related to any damage to the releasing and waiving party's property that is covered by property insurance carried by the releasing and waiving party, whether or not such loss or damage was caused by the negligence of the other party or its agents, employees, contractors and/or invitees.

**11.5 Periodic Modifications.** Upon the written request of either Party, their representatives shall meet to discuss possible modifications to any of the foregoing insurance requirements if material changes in the availability and cost of the required insurance coverage warrant such action. Any changes made to the insurance required by this Agreement will be made only with the written approval of Landlord

and Tenant, which approval shall not be unreasonably withheld, conditioned or delayed. Not more than once every three (3) Contract Years, Landlord may require an increase in the amount of the required coverage maintained by Tenant.

**11.6 Evidence of Compliance.** As evidence of compliance with the insurance required herein, Tenant shall furnish Landlord with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Landlord and Landlord's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies); or

(c) other evidence satisfactory to Landlord.

**11.7 General Conditions.**

(a) All policies should be endorsed to provide thirty (30) days written notice of cancellation to Landlord for all coverages. Until such insurance is no longer required by this Contract, Tenant shall provide Landlord with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(b) If requested to do so by Landlord, Tenant shall, within thirty (30) days after receipt of a written request from Tenant, provide Landlord with a certified, complete copy of the policies of insurance providing the coverage required.

(c) The insurance provided by Tenant shall apply on a primary basis to, and shall not require any contribution from, any insurance, or self-insurance, maintained by the Landlord or its officials, officers and employees.

(d) Except as provided herein or where prior written approval has been obtained from Landlord hereunder, no deductible or self-insured retention for any required insurance provided by Landlord pursuant to this Agreement will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, Tenant shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of Landlord, or its officials, officers and employees.

(e) Compliance with these insurance requirements shall not limit the liability of Tenant. Any remedy provided to the Landlord by the insurance provided by the Tenant shall be in addition to and not in lieu of any other remedy (including, but not

limited to, as an indemnitee of Tenant) available to the Landlord under this Agreement or otherwise.

(f) Neither approval nor failure to disapprove insurance furnished by Tenant shall relieve Tenant from responsibility to provide insurance as required by this Agreement.

(g) Certificates of Insurance must be completed as follows:

Certificate Holder  
City of Fort Pierce  
Attention: Risk Manager  
100 N. U.S. Hwy 1  
Fort Pierce, FL 34954-1480

Additional Insured for General Liability and Liquor Liability  
City of Fort Pierce and its officials, officers and employees

## **ARTICLE XII INDEMNIFICATION**

**12.1 Indemnification.** Except to the extent caused by the negligence, recklessness, or willful misconduct of Landlord, Tenant shall indemnify, hold harmless, and defend Landlord from and against any and all suits, claims, actions, damages, liability, and expense (including reasonable attorneys' fees) (collectively, "Claims") in connection with loss of life, personal injury, or damage to property arising from or out of (a) Tenant's use or occupancy of the Premises, (b) any injury or damage to any person or property occurring in or at the Premises, or (c) any negligence, recklessness, or willful misconduct of Tenant or any of its agents or employees. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability Landlord is entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

## **ARTICLE XIII DAMAGE OR DESTRUCTION**

### **13.1 Casualty Damage.**

(a) Subject to Section 13.1(b) and 13.2 below, if the Improvements should be damaged or destroyed by fire, windstorm, or other casualty (a "Casualty"), Tenant shall proceed with reasonable diligence to rebuild or repair the Improvements on the Premises to substantially the condition in which they existed prior to such Casualty. If the Improvements are to be rebuilt or repaired in whole or in part following such damage, the rent payable hereunder shall be adjusted equitably in proportion to the

area damaged. Tenant's obligation to rebuild and repair under this Article XIII shall in any event be limited to restoring the Premises to substantially the same condition as existed immediately prior to the Casualty.

(b) Tenant shall have the right, at its option, to terminate this Lease in the event of a Casualty that (i) is reasonably anticipated to prevent Tenant from conducting its business in the Premises for 180 days or more, or (ii) occurs during the last 24 months of the Term. Tenant shall give Landlord written notice of its intent to terminate this Lease within 60 days after the date of the Casualty. If the Lease is terminated by Tenant pursuant to this paragraph, the Rent shall be abated for the unexpired portion of this Lease effective from the date of the Casualty, and Tenant shall not be obligated to rebuild or restore the Improvements.

**13.2 Insurance Proceeds.** All insurance proceeds attributable to the Improvements and paid as a result of any Casualty shall be paid to Tenant for the purpose of rebuilding or repairing the Improvements, unless Tenant terminates this Lease pursuant to this Article XIII, in which event (a) all insurance proceeds paid as a result of any Casualty damage to the Improvements owned by Landlord shall be paid to and be the property of Landlord, and (b) all insurance proceeds paid as a result of any Casualty damage to the Tenant Equipment or any Improvements owned by Tenant shall be paid to and be the property of Tenant. Landlord and Tenant shall jointly adjust, collect and compromise all claims under any casualty insurance policy required by this Lease and execute and deliver all necessary proofs of loss, receipts, vouchers, and releases required by any insurers.

## **ARTICLE XIV CONDEMNATION**

**14.1 Notice.** If either Landlord or Tenant learns that any portion of the Premises has been or is proposed to be subjected to a Taking (as defined below), such party shall promptly notify the other party of such Taking. A "Taking" means the taking of all or any portion of the Premises or any and all access thereto as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use, or the sale or conveyance of all or any part of the Premises or any and all access thereto in lieu of or under the threat of eminent domain or condemnation.

**14.2 Termination Option on Substantial Taking.** If a Taking occurs during the Term that, in the reasonable judgment of Tenant, interferes with the use of the Premises for Tenant's intended use (a "Substantial Taking"), Tenant may, at its option and upon written notice to Landlord, terminate this Lease as of the date title

of any of the Premises subject to such Taking is transferred to the condemning authority (the "Taking Date").

**14.3 Continuation of Lease.** If a Taking occurs during the Term that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, this Lease shall remain in full force and effect according to its terms, except that, effective as of the Taking Date, this Lease shall terminate automatically as to any portion of the Premises taken, and the Rent payable during the remaining Term shall be adjusted equitably in proportion to the area taken.

**14.4 Reconstruction.** If a Taking occurs that is not a Substantial Taking, or if a Substantial Taking occurs but Tenant fails to exercise its termination option according to Section 14.2 above, Tenant shall proceed diligently to repair and restore the Improvements on the Land not so taken to the condition that existed immediately prior to the Taking or, if the Premises are not capable of being so repaired and restored, as closely to such condition as is reasonably practicable, and the Rent payable during the remaining Term shall be adjusted equitably in proportion to the area taken.

**14.5 Awards.** If any Taking occurs, all awards, compensation, damages, or other consideration paid or payable in connection with the Taking (collectively, the "Award") shall be allocated between Landlord and Tenant as follows: (a) Landlord shall be entitled to receive any portion of the Award attributable to the taking of Landlord's fee interest in the Land, and (b) Tenant shall be entitled to receive any portion of the Award attributable to the taking of Tenant's leasehold interest and any Improvements (including, without limitation, the Building) owned or paid for by Tenant. Tenant shall also be entitled to make a claim for the value of the Tenant Equipment and any other personal property or inventory owned by Tenant, and any moving or business relocation expenses and other business damages of Tenant. In addition, and notwithstanding the foregoing, to the extent Tenant has any restoration or repair obligations pursuant to this Article XIV, any Taking compensation, damages, or consideration paid to Landlord shall be made available to Tenant and used by Tenant for the purpose of such repair or restoration.

## **ARTICLE XV ASSIGNMENT AND SUBLETTING**

**15.1 Assignment and Subletting.** Except as provided in Section 15.2 below, Tenant shall not assign Tenant's interest in this Lease, including by operation of law, or sublease the Premises or any portion thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment, subletting, or other transfer shall relieve

Tenant of any liability under this Lease. Tenant shall reimburse Landlord for its reasonable costs (not to exceed \$500) in connection with reviewing any request by Tenant for Landlord's consent pursuant to this Section 15.1.

**15.2 Permitted Transfers.** Notwithstanding anything in this Lease to the contrary, Tenant may, without Landlord's consent, assign this Lease, sublet the Premises in whole or in part, or transfer any other interest of Tenant in this Lease or the Premises, to an entity (each, a "Permitted Transferee"): (a) controlled by, controlling, or under common control with Tenant; or (b) any successor to Tenant or Tenant's business by way of any merger or acquisition transaction; provided, however, in each case, the assignment, sublease, or transfer to such entity may not be undertaken primarily for the purposes of avoiding the restrictions on assignment or sublease contained in Section 15.1 above. Tenant shall not execute or deliver mortgage, deed of trust, collateral assignment of lease, security agreement, or other hypothecating instrument encumbering Tenant's interest under this Lease or leasehold estate in the Premises created by this Lease, in connection with any financing arrangement by Tenant.

## **ARTICLE XVI END OF TERM**

**16.1 Surrender.** Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good condition and in compliance with Tenant's maintenance and repair obligations in Section 9.1 above, normal wear and tear and Casualty damage excepted. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Tenant Equipment from the Premises, but Tenant shall not be obligated to remove or restore any Tenant Work or Alterations made by Tenant to the Premises.

**16.2 Holding Over.** In the event Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall be deemed to be occupying the Premises as a Tenant at sufferance, at a monthly Base Rent rate, payable in advance, equal to 125%, for the first 90 days, and 200%, thereafter, of the monthly Base Rent rate payable during the last month of the Term, and Tenant shall further be bound by all of the conditions, provisions, and obligations of this Lease to the extent applicable to a tenancy at sufferance.

## **ARTICLE XVII DEFAULTS AND REMEDIES**

**17.1 Default by Tenant.** Each of the following events shall constitute an event of default (each, an "Event of Default") under this Lease:

(a) Tenant's failure to pay any Rent when due, which failure is not cured within 10 business days after written notice by Landlord to Tenant.

(b) Tenant's failure to comply with any non-monetary term, condition, or covenant of this Lease, which failure is not cured within 30 days after written notice by Landlord to Tenant; provided, however, if such default cannot reasonably be cured within 30 days, Tenant shall be entitled to such additional time as is reasonably necessary to cure such default, so long as Tenant commences curing such default within the initial 30 day period and thereafter diligently pursues such cure to completion.

(c) Tenant's vacating or abandoning the Premises, other than during Excused Periods.

(d) Tenant's interest under this Lease or in the Premises is taken upon execution or by other process of law directed against Tenant, or is subject to any attachment by any creditor or claimant against Tenant, and such attachment is not discharged or disposed of within 90 days after such levy.

**17.2 Landlord's Remedies.** If any Event of Default occurs, Landlord shall have any and all rights and remedies available to Landlord pursuant to applicable law and/or as set forth in this Lease. A receipt by Landlord of any sum in satisfaction of any obligation with knowledge of the breach of any provision hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in a writing signed by Landlord.

## **ARTICLE XVIII MISCELLANEOUS**

**18.1 Estoppel Certificates.** Within 20 business days following written request by Landlord or Tenant, the other party shall execute, acknowledge, and deliver to the requesting party a certificate indicating any or all of the following: (a) the date on which the Term of this Lease commenced and the date on which it is then scheduled to expire; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (c) the then current monthly rent; (d) the date through which Rent has been paid; and (e) that, to the certifying party's actual knowledge, no default by either party exists, other than those defaults stated in such certificate. Any such certificate may be relied upon by the requesting party and (i) if Landlord is the requesting party, by any current or prospective purchaser or mortgagee, and (ii) if Tenant is the requesting party, by any prospective sub-tenant or assignee.

**18.2 Non-Disturbance Agreement.** Landlord shall provide Tenant with a non-disturbance agreement reasonably acceptable to Tenant, which may be included as part of a subordination, non-disturbance, and attornment agreement (a "Non-Disturbance Agreement") executed by all future holders of any mortgages or deeds of trust on the Premises or any ground lessors of the Premises (each, a "Holder"). The entry into a satisfactory Non-Disturbance Agreement with any future Holder shall be a condition precedent to the subordination of this Lease to any future mortgage, deed of trust, or ground lease executed by Lessor and Tenant's obligation to attorn to any future Holder. No subordination of this Lease shall operate to modify the terms of this Lease with respect to the rights of the parties to any condemnation award or insurance proceeds.

**18.3 Entry By Landlord.** Landlord or Landlord's agents shall have the right to enter the Premises upon reasonable notice and during Tenant's non-business hours, accompanied by Tenant's representative, to inspect the Premises. In the event of an emergency, Landlord or Landlord's agents shall have the right to enter the Premises without notice and at any time, without being accompanied by Tenant's representative. Landlord agrees to take all reasonable steps to minimize any interference with Tenant's business operations as a result of such entry.

**18.4 Construction and Capitalized Terms.** As used in this Lease, the singular shall include the plural and any gender shall include all genders as the context requires. All capitalized terms used in this Lease shall have the meanings set forth in this Lease.

**18.5 Integration.** This Lease and all documents executed by Landlord and Tenant contemporaneously or in connection herewith constitute the entire agreement between the parties hereto with respect to the matters set forth in this Lease and supersede all prior understandings and agreements, whether written or oral, between the parties hereto relating to the Premises and the transactions provided for in this Lease. Landlord and Tenant are business entities having substantial experience with the subject matter of this Lease and each have fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule providing that ambiguities in a document are to be construed against the drafter.

**18.6 Brokers.** Each of Landlord and Tenant represents and warrants to the other that no brokers have been involved with this Lease or are entitled to a fee or commission in connection with this Lease. Each party shall indemnify, defend, and hold harmless the other party from and against all claims for broker's commissions or finder's fees by any person claiming to have been retained by the indemnifying party in connection with this transaction.

**18.7 Notices.** All notices, requests and demands to be given hereunder shall be in writing, sent by (a) certified mail, return receipt requested, postage pre-paid; or (b) recognized overnight courier service guaranteeing next day delivery to Landlord and/or Tenant at the address set forth below; or such other address as such party may designate by written notice given in advance. Notices sent in compliance with this paragraph shall be deemed to be delivered: (i) five days after deposit in the United States Post Office; or (ii) one day after deposit with an overnight courier.

If to Landlord:           City of Fort Pierce  
                                  100 N US Highway 1  
                                  Fort Pierce, Florida 34950  
                                  Attn: City Attorney

If to Tenant:             Winking Starfish, LLC  
                                  11201 Corporate Cir N, Suite 100  
                                  St. Petersburg, FL 33716  
                                  Attention: Gregory Powers

Any party hereto may change its notice address upon written notice to the other party hereto in accordance with this paragraph. Notices by the parties may be given on their behalf by their respective counsel.

**18.8 Force Majeure.** In the event that either party is delayed or hindered in, or prevented from, the performance of any obligations in this Lease (other than the payment of monies) by reason of strikes, lockouts, labor troubles, failure of power or other utility interruptions, riots, insurrection, war, acts of God, permitting, approval, or other governmental delays, or any other reason of like or unlike nature beyond the reasonable control of the party delayed in performing work or doing acts ("Force Majeure"), such party shall be excused for the period of time equivalent to the delay caused by such Force Majeure.

**18.9 Quiet Enjoyment.** Landlord covenants that, during the Term and so long as no Event of Default (as defined in Section 17.1) by Tenant exists, Tenant shall have quiet and peaceful possession of the Premises.

**18.10 Survival.** All obligations of any party hereto not fulfilled at the expiration or earlier termination of this Lease shall survive such expiration or earlier termination as continuing obligations of such party.

**18.11 Binding Effect.** This Lease shall inure to the benefit of and be binding upon each of the parties hereto and their heirs, legal representatives, successors and assigns.

**18.12 Modifications.** No modification, waiver or amendment of this Lease or any provisions of this Lease shall be binding upon any party to this Lease unless in writing and signed by such party.

**18.13 No Waiver.** No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

**18.14 Captions.** The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Articles and Sections.

**18.15 Severability.** If any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the invalid or unenforceable provision shall be reformed, to the extent possible, in a manner that most closely gives effect to the intent of the parties, consistent with applicable Legal Requirements.

**18.16 Jury Trial.** Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other with respect to any matter arising out of or in connection with this Lease and/or Tenant's use and occupancy of the Premises.

**18.17 Only Landlord/Tenant Relationship.** Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

**18.18 Attorney's Fees.** If on account of any breach or default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, each respective party shall be responsible for their own attorney's fees, whether or not suit is instituted in connection therewith. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

**18.19 Counterparts; Electronic Signatures.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Signatures given by facsimile or portable document format (PDF) shall

be binding and effective to the same extent as original signatures.

**18.20 Governing Law.** This Lease shall be construed, governed and enforced in accordance with the laws of the state of Florida.

**18.21 Recording.** Upon request of either party, Landlord and Tenant shall execute a memorandum or short form of this Lease, have it properly acknowledged for the purpose of recording, and record such instrument in the proper office in St. Lucie County, Florida. Upon request by Landlord or Tenant, in connection with any future modification of this Lease, the parties agree to execute and cause to be recorded a modification of memorandum or short form lease, in a commercially reasonable form, setting forth such modified terms. The cost of recording shall be borne by the requesting party.

**18.22 Consent.** Wherever this Lease calls for Landlord or Tenant consent, approval or discretionary action, neither Landlord nor Tenant shall unreasonably withhold, condition, delay, or exercise such consent, approval or discretionary action, except as otherwise expressly provided in this Lease.

**18.23 Exhibits.** Any exhibits attached to this Lease constitute a part of this Lease and are incorporated into this Lease by this reference.

**18.24 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a structure in sufficient quantities, may present health risks to persons who are exposed to it. Levels of radon that exceed federal and state guidelines have been found in buildings in the State of Florida. Additional information regarding radon and radon testing may be obtainable from the county public health unit.

[SIGNATURE PAGE(S) TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have signed, sealed, and delivered this

Lease as of the day and year first above written.

**WITNESS AS TO LANDLORD:**

**LANDLORD:**

**ATTEST:**

**CITY OF FORT PIERCE**

By: \_\_\_\_\_  
Linda W. Cox, City Clerk

By: \_\_\_\_\_  
Linda Hudson, Mayor

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

**APPROVED AS TO FORM**

**AND CORRECTNESS:**

By: \_\_\_\_\_  
Ben Bryan, Jr., Interim City Attorney

**WITNESSESS AS TO TENANT:**

**TENANT:**

\_\_\_\_\_

**WINKING STARFISH, LLC**

\_\_\_\_\_

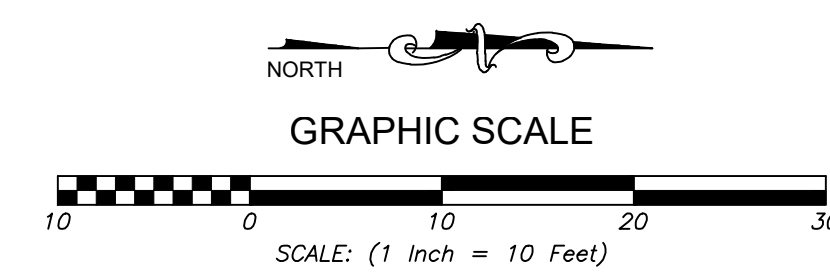
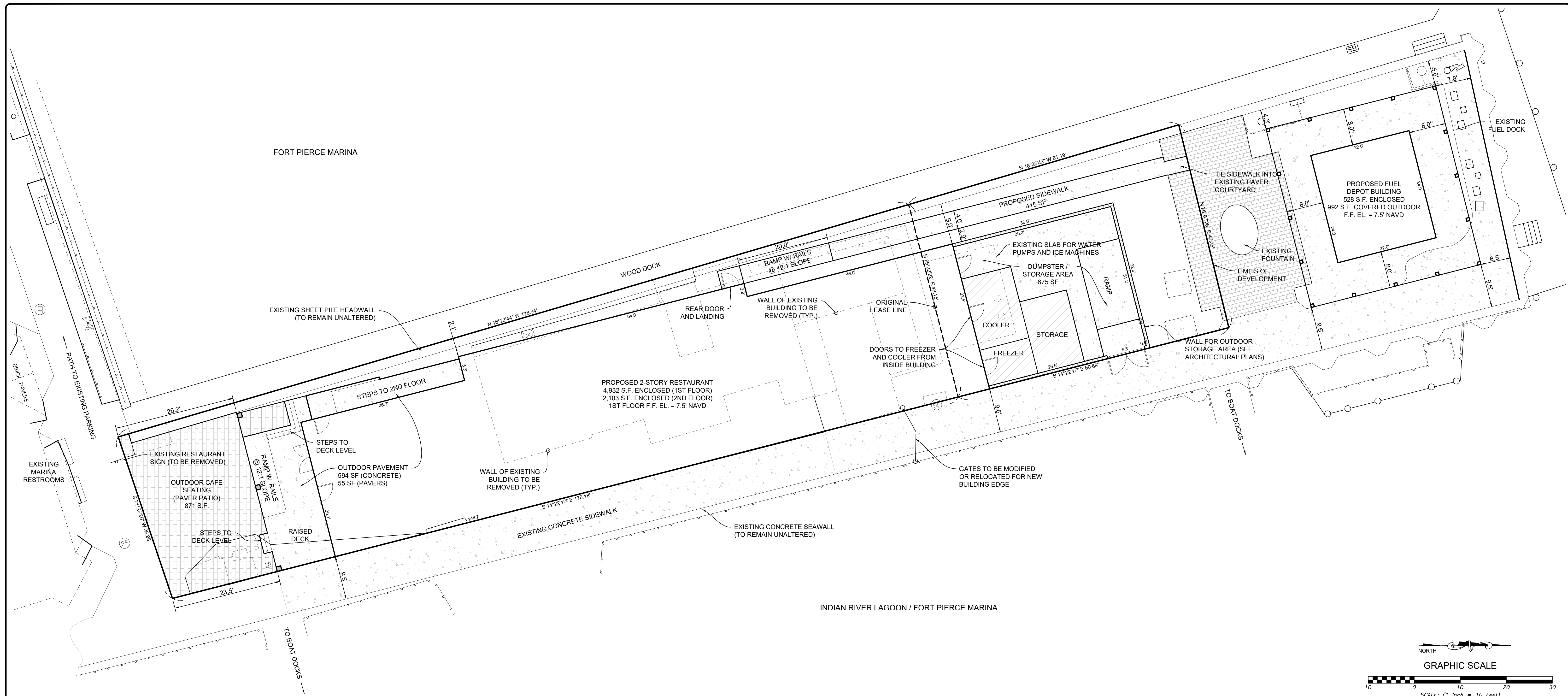
By: \_\_\_\_\_  
Greg Powers, President

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

## EXHIBITS

1.1 Exhibit A – Demised Premises

4.1 Exhibit B – Base Rent Calculations



**SITE DATA**

<b>PROJECT NAME:</b> Crabby's Dockside	<b>START / FINISH DATE:</b> Fall 2018 / Spring 2019	<b>SEATING CAPACITY:</b> Existing 197 Seats Proposed 199 Seats Net Change 2 Seats	<b>PARKING:</b> Required Parking Spaces: No offstreet parking required per Downtown Business and Entertainment Overlay District
<b>INTENDED USE:</b> Restaurant (Replacement of Exist. Buildings)	<b>FLOOD ZONE:</b> AE (EL 4.0' NAVD 1988), Map No. 12111C0179J (Dated 2/16/12)	<b>OPERATING HOURS:</b> 12 Hours/Day Average	<b>PROPOSED ELECTRIC:</b> Connect to existing FPUA Electric
<b>APPROVAL REQUESTED:</b> Major Site Plan	<b>ZONING:</b> PUR (Planned Urban Redevelopment)	<b>BUILDING AREAS:</b> Inside (Air Conditioned): First Floor - 4,932 SF Second Floor - 2,103 SF Sub-Total - 7,035 SF	<b>PROPOSED WATER:</b> Connect to existing FPUA water
<b>SITE ADDRESS:</b> 5 Avenue A	<b>LAND USE:</b> CBD (Central Business District)	<b>Outside Under Roof:</b> First Floor - 589 SF Second Floor - 847 SF Sub-Total - 1,496 SF	<b>PROPOSED SEWER:</b> Connect to existing FPUA sewer
<b>OWNER/APPLICANT:</b> Beachside Hospitality Group 11201 Corporate Circle N., Suite 100 St. Petersburg, FL 33716 (727) 210-0987	<b>LEASE AREA:</b> 0.163 (Original), 0.225 Ac. (Limits of Development)	<b>Outdoor Uncovered:</b> Uncovered Seating: 871 SF Cooler Units: 495 SF Enclosed Courtyard: 875 SF Sub-Total - 2,041 SF	<b>STORMWATER:</b> Utilization of creative BMPs to reduce pollutant loading versus existing site. Engineer shall coordinate with City of Fort Pierce and South Florida Water Management District to determine an acceptable solution.
<b>ENGINEER/SURVEYOR:</b> Carter Associates, Inc. 1708 21st Street Vero Beach, FL 32960 (772) 562-4191	<b>IMPERVIOUS AREA CALCULATIONS (IMPACTED AREAS ONLY):</b> <b>Existing Impervious Area to Be Removed:</b> Buildings (Incl. Deck): 5,609 SF Walks / Equip. Pads: 1,071 SF Total: 6,680 SF	<b>Total Restaurant Related Areas - 10,572 SF</b>	<b>REQUIRED PERMITS:</b> City of Fort Pierce: • Development Review • Driveway, Sidewalk & Drainage Permit Fort Pierce Utilities Authority: • Water / Sewer Permit • Grease Trap Permit S.F.W.M.D. • 10-2" No Notice" ERP F.D.E.P. • NPDES - Notice Of Intent
<b>ARCHITECT:</b> Architectonic, Inc. 806 Delaware Ave Fort Pierce, FL 334950 (772) 460-7751	<b>Proposed Impervious Areas:</b> Enclosed Buildings: 4,932 SF Pavement (Under Roof): Pavers 55 SF Concrete 596 SF Pavement (Outside): Pavers 871 SF Concrete 1,585 SF Total: 8,039 SF	<b>SETBACKS:</b> Front: 0 Feet Side: 0 Feet Rear: 0 Feet	
<b>LEGAL DESCRIPTION:</b> See Survey	<b>Net Change in Impervious Area: 8,039 SF - 6,680 SF = 1,359 SF</b>		
<b>SEC-TOWNSHIP-RANGE:</b> Section 10, Township 35S, Range 40E			
<b>TAX PARCEL NO(s):</b> 2410-503-0041-030-7 (Part of Parcel)			

**NOTE:**  
1. CONTRACTOR TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO INITIATING ANY WORK  
2. ALL CONSTRUCTION SHALL COMPLY WITH SECTIONS 17 AND 22 OF THE CITY OF FORT PIERCE CODE OF ORDINANCES

**NAVD 1988**  
ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988. THE CONVERSION FACTOR TO NGVD 1929 IS +1.50'

NO.	REVISION	BY	DATE

**Beachside Hospitality Group**  
11201 Corporate Circle North  
Suite 100  
St. Petersburg, Florida 33716  
TEL: (727) 210-0978 FAX:  

**CAI** Serving Florida Since 1911  
**CARTER ASSOCIATES, INC.**  
CONSULTING ENGINEERS AND LAND SURVEYORS  
1708 21st STREET, VERO BEACH, FL 32960  
TEL: (772) 562-4191 FAX: (772) 562-7180

**60% PLANS - NOT FOR CONSTRUCTION**  
JOHN H. BLUM, P.E.  
FLORIDA LICENSE No. 45813  
CARTER ASSOCIATES, INC. COA 205 / LB 205

DATE : 8/1/18  
PROJ. # : 18-56E  
DRAWN BY: CJR  
APPD BY : JHB  
PLOT BY : Clint Rahjes  
FILE NAME :  
REF. # : 18-56E  
F.B. & PG. : 869/37+

**Crabby's DOCKSIDE**  
Site Plan

SHEET  
**C-1**

Crabby's Dockside at Fort Pierce Marina  
 Compensation to City  
 Base Rent Model

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Projected Sales Breakdown</b>					
Food Sales	3,091,200	3,276,672	3,473,272	3,646,936	3,829,283
Liquor, Beer, Wine Sales	1,508,800	1,599,328	1,695,288	1,780,052	1,869,055
Ice Cream Sales	200,000	212,000	224,720	235,956	247,754
<b>Total Sales</b>	<b>4,800,000</b>	<b>5,088,000</b>	<b>5,393,280</b>	<b>5,662,944</b>	<b>5,946,091</b>
<b>Base Rent Model</b>					
Planned Construction Costs	2,600,000				
FMV Rent per SQFT	\$ 35.00				
Total SQFT	7,035				
Est FMV of Annual Rent	246,225				
Amoritzation of Building Cost (30 Year)	(86,667)				
<b>Proposed Base Rent</b>	<b>159,558</b>				
<b>Proposed Rent Computation</b>					
Proposed Base Rent with 2% annual increase	159,558	162,750	166,004	169,325	172,711
7% Share of LBW > \$600K	7.00% 63,616	69,953	76,670	82,604	88,834
2% Share of Food Sales > \$2.5M	2.00% 11,824	15,533	19,465	22,939	26,586
5% Share of Ice Cream Sales > \$100K	5.00% 5,000	5,600	6,236	6,798	7,388
<b>Total Annual Rent</b>	<b>239,998</b>	<b>253,836</b>	<b>268,376</b>	<b>281,665</b>	<b>295,518</b>

Crabby's Dockside at Fort Pierce Marina  
 Projected Sales / Compensation to City

**As Originally Proposed**

	Year 1		Year 2			
<b>Projected Sales Breakdown</b>						
Food Sales	3,091,200	67.20%	3,245,760	67.20%		
Liquor, Beer, Wine Sales	1,508,800	32.80%	1,584,240	32.80%		
Total Sales	4,600,000		4,830,000			
<b>Proposed Rent Computation</b>	Sales Allocation	Sharing %	Proposed Rent	Sales Allocation	Sharing %	Proposed Rent
Tier 1 - \$1M in Sales	1,000,000	10%	100,000	1,000,000	10%	100,000
Food Sales > Tier 1	2,419,200	4%	96,768	2,573,760	4%	102,950
L.B.W. Sales > Tier 1	1,180,800	6%	70,848	1,256,240	6%	75,374
	4,600,000		<b>\$ 267,616</b>	4,830,000		<b>\$ 278,325</b>

**Crabby Bill's  
Compensation to the City**

	<b>RFP Proposed 200 Seats</b>	<b>Existing 270 Seats</b>
<b>Expected Revenues</b>		
Food	4,199,998	5,669,997
Beverage	1,043,176	1,408,288
Other	80,845	109,141
Total	<u>5,324,019</u>	<u>7,187,426</u>
<b>Cost Data</b>		
Estimated Cost of new Building & Demolition	\$ 1,700,000	\$ 1,950,000
SQFT of new Building	5,894	7,100
Seat count of new Building	200	270
FMV of Rent (Per SQFT) Based on Area Comparables	\$ 47.50	\$ 47.50
Estimate of FMV Rent	279,965	337,250
New Prop Taxes based on Mill Rate 0.0185	31,450	36,075
<b>FMV Lease Computation</b>		
FMV Lease	279,965	337,250
Less Amortized Building Cost Cost (30 Years)	(56,667)	(65,000)
Total Rent	<u>223,298</u>	<u>272,250</u>
<b>Proposed Rent Computation</b>		
Proposed Base Rent - 2% annual increase	136,213	122,904
9% Share of LBW > 120K 9.00%	83,086	115,946
2% Share of Food Sales > \$4M 2.00%	4,000	33,400
<b>Total Annual Rent</b>	<u>223,298</u>	<u>272,250</u>
<b>Proposed Total Monthly Rent</b>	<u>18,608</u>	<u>22,688</u>
Current Rent	10,324	10,324
Monthly Increase	8,285	12,364
Total Additional Compensation to the City	<u>99,415</u>	<u>148,367</u>
<b>Cumulative Compensation to the City (30 Years)</b>		
Base Rent	5,525,880	4,985,985
9% Share of LBW > 120K	3,994,631	5,506,152
2% Share of Food Sales > \$4M	1,463,892	2,816,254
30 Year Estimated Total Rents	\$ 10,984,403	\$ 13,308,390
Value of Building Improvements	\$ 1,700,000	\$ 1,950,000
	<u>\$ 12,684,403</u>	<u>\$ 15,258,390</u>

**30 Year Rent Estimate - Assumes 4% annual sales growth to year 15 and then no growth years 16-30.**

## Compensation to the City

	RFP Proposed 200 Seats		Existing 270 Seats
<b>Proposed Rent Computation</b>	<b>YEAR 1</b>		
Proposed Base Rent - 2% annual increase	136,213		122,904
9% Share of LBW > 120K	9.00% 83,086	9.00%	115,946
2% Share of Food Sales > \$4M	2.00% 4,000	2.00%	33,400
<b>Total Annual Rent</b>	<b>223,298</b>		<b>272,250</b>
<b>Proposed Total Monthly Rent</b>	<b>18,608</b>		<b>22,688</b>
Current Rent	10,324		10,324
Monthly Increase	8,285		12,364
Annual Increased Compensation to the City	99,415		148,367

<b>Cumulative Compensation to the City (30 Years)</b>	<b>30 Year Projection</b>		
Base Rent	5,525,880		4,985,985
9% Share of LBW > 120K	3,994,631		5,506,152
2% Share of Food Sales > \$4M	1,463,892		2,816,254
30 Year Estimated Total Rents	\$ 10,984,403		\$ 13,308,390
Value of Building Improvements	\$ 1,700,000		\$ 1,950,000
	<b>\$ 12,684,403</b>		<b>\$ 15,258,390</b>

*Assumes 4% annual sales growth to year 15 and then no growth years 16-30.*



Finance Department

Karen Logue

11/16/2018 02:01 PM

Finance Department

Karen Logue

11/26/2018 10:29 AM

City Manager

Nick Mimms

11/27/2018 02:51 PM

Form Started By: Caleta Scott

Started On: 11/13/2018 01:48 PM

Final Approval Date: 11/27/2018

**AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **Lincoln Park Main Street, Inc.**, Florida non-profit corporation, hereinafter referred to as the **COMMUNITY BASED DEVELOPMENT ORGANIZATION (CBDO)**.

**WITNESSETH**

**WHEREAS**, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

**WHEREAS**, said grant provides that the Grantor may contract with CBDO organizations to administer and implement a project set forth herein; and

**WHEREAS**, the City of Fort Pierce desires to engage the CBDO to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

**NOW, THEREFORE**, the parties do hereby agree as follows:

1. Scope of Service:

- A. The CBDO shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The CBDO further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity/work plan as described herein.

The CBDO certifies that the community-based development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families, aids in the prevention or elimination of slums or blight, or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

- B. Program Delivery:  
Activities will take place within the Lincoln Park Main Street target area in the City of Fort Pierce, Florida.
- C. Levels of Accomplishment:

<b>Economic Development</b>	<b><u>Activity:</u> Please see Attachment A – Lincoln Park Main Street 2018-19 Work Plan</b>
<b><u>Task Description:</u> Please see Attachment A – Lincoln Park Main Street 2018-19 Work Plan</b>	

- D. Budget: The total budget for this grant award is \$50,000. Please see Attachment A – Lincoln Park Main Street 2018-19 Work Plan for a breakdown of grant expenditures.

2. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2019**.

3. Compensation: The CBDO shall be paid **\$12,500** each quarter of Program Year 2018-2019 (Total - \$50,000), based on the receipt of timely quarterly reports and a Profit and Loss statement for each quarter that reflect accomplishments based on the Activities listed under #1, Scope of Service and in the Lincoln Park Main Street 2018-19 Work Plan (Attachment A).

4. In every case, CBDO will provide the following, along with completed Grant Reporting Form on the

1<sup>st</sup> day of each quarter of Program Year 2018-2019, for each activity:

- A. Receipts of payments, including invoices and cancelled checks;
- B. Other related information, as requested

Grant Report Form signed by CBDO specifies and certifies that all expenses were expended by CBDO in conformance within the guidelines of this Contract.

The CBDO shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The CBDO shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

5. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the CBDO agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The CBDO agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the CBDO is a government agency, OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

**The CBDO is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.**

6. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the CBDO, either in whole or in part.
7. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
9. General Terms and Conditions:
- A. The CBDO agrees to submit program status reports to the Grantor on a quarterly basis and other reports as may be required. The program status reports shall include the annual budget with monthly revenue and expense reports and number of clients served, at a minimum. A standard reporting form will be provided by the Grantor.
  - B. The CBDO agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A CBDO is

exempt from Federal audit requirements if it receives less than \$300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

- C. The CBDO agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.
- D. The CBDO hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.
- E. The CBDO agrees to obtain all necessary permits for intended improvements or activities.
- F. The CBDO agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- G. The CBDO, if its program involves housing, agrees to affirmatively further fair housing.
- H. The CBDO hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the CBDO who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- I. The undersigned person signing as an officer on behalf of the CBDO, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said CBDO and to bind the same to this Agreement, and, further that said CBDO has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the CBDO, its staff or clientele; and the CBDO hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the CBDO from any obligations under this Contract.
- K. The CBDO hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the CBDO.
- L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the CBDO by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the CBDO be entitled to any of the rights, privileges, or benefits of Grantor's employees. The CBDO shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The CBDO assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- M. The CBDO agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

10. Special Terms and Conditions

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the CBDO

may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

B. Further, the Grantor reserves the right to terminate this contract upon written notification to the CBDO under any of the following conditions:

- 1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
- 2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
- 3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the CBDO:

- 1) Fails to file required reports or to meet project progress or completion deadlines;
- 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110);
- 3) Expend funds under this Agreement for ineligible activities, services or items;
- 4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;
- 5) Violates Labor Standards requirements, or
- 6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

## 11. Other Provisions

### A. Equal Employment Opportunity

During the performance of this contract, the CBDO agrees as follows:

- 1) The CBDO shall not discriminate against any employee or applicant for employment because, of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The CBDO shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The CBDO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The CBDO will, in all solicitations of advertisements for employees placed by on or behalf of the CBDO, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- 3) The CBDO will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the CBDO's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The CBDO will comply with all provisions of Executive Order 11246, Equal Employment

Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 5) The CBDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the CBDO's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CBDO may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- 7) The CBDO will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CBDO will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CBDO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the CBDO may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The CBDO may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

- 1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- 2) Provide any facilities, services, financial aid, or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity.
- 3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- 4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- 5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition, which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.

- 6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.
- 7) Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.
- 8) The CBDO will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a CBDO utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.
- 9) If a CBDO solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The CBDO will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The CBDO will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The CBDO and all subcontractors engaged in contracts in excess of \$2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the CBDO is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the CBDO shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the CBDO of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts)

Which Exceed \$100,000).

The CBDO shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the CBDO program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the CBDO for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The CBDO will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The CBDO will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The CBDO will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The CBDO will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the CBDO will not cause either temporary or permanent involuntary displacement of persons or businesses. If the CBDO causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the CBDO shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The CBDO hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

Upon expiration of this Agreement, the CBDO shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

M. Lobbying Restrictions.

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CBDOs shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Grantor and the CBDO have executed this Agreement as of the date first above written.

GRANTOR:  
CITY OF FORT PIERCE

By: \_\_\_\_\_  
Mayor Linda Hudson

ATTEST:

\_\_\_\_\_  
City Clerk

Today's Date: \_\_\_\_\_

CBDO:

By: \_\_\_\_\_  
Bennie Clark, President

By: \_\_\_\_\_  
Pamela Carrithers, Director

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Approved As To Form and Correctness:

By: Ben L Bryson

Print: Ben L Bryson

Title: Justification City RT74

**Attachment A**

**LINCOLN PARK MAIN STREET – 2018-2019 WORK PLAN**

Activities / Categories	Goals and Objectives	Cost	Projections	Timeline
<p><b>Economic Development/Restructuring:</b>  <b>Development of Business Association for Merchants</b>                      Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> <li>• Coordinate/Host Open House</li> <li>• Support the Existing Business Community</li> <li>• Information, Referral, and Business Assistance</li> <li>• Recruit new businesses</li> <li>• Partner with SCORE for new businesses</li> <li>• Presence at City of Fort Pierce events</li> </ul>	<p><b>Goal:</b> To continue to empower the organization with support; create a network for resources to strengthen the respective businesses.  <b>Objective:</b> Support association of merchants and individuals in the LP Community &amp; Northwest Fort Pierce  <b>Task:</b> Host Open House, assist with mini Lincoln Park Business Expo sessions</p>	<p>\$2800</p>	<p># of LMI Owned Businesses Assisted: 10</p>	<p>Oct 2018-Sept 2019</p>
<p><b>Monthly Newsletter</b>                      Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> <li>• Expand readership and distribution in Lincoln Park and to Caribbean and Latin businesses</li> <li>• Monthly business feature Include monthly column of City Calendar</li> <li>• Keep updated distribution list</li> </ul>	<p><b>Goal:</b> Publish a monthly newsletter that informs, communicates and disseminates information about the Lincoln Park Community and educates the public on the history of the community  <b>Objective:</b> Increase distribution, readership and advertising of the newsletter</p>	<p>\$8100</p>	<p># of LMI Owned Businesses Featured: 12</p>	<p>Oct 2018-Sept 2019</p>
<p><b>Addressing Impediments to Fair Housing</b></p> <ul style="list-style-type: none"> <li>• Two Fair Housing Workshops featuring information on types of discrimination, reverse redlining, protected classes, how to file a complaint, etc.</li> <li>• Publish Fair Housing information and First-Time Homebuyers workshops in LPMS newsletter throughout the year</li> <li>• Community Land Trust assistance</li> <li>• Identify regional partners with similar affordable housing interests and provide fair housing center</li> <li>• Work with the local Board of Realtors and Lending Consortium to promote Fair Housing</li> </ul>	<p><b>Goal:</b> To promote fair and equal lending disparities and eliminate segregated neighborhoods in Fort Pierce.  <b>Objective:</b> To eliminate housing lending discrimination, increase the number of affordable units within Fort Pierce.  <b>Task:</b> Host two Fair Housing Workshops, host workshops for Community Land Trust discussion</p>	<p>\$2660</p>	<p># of LMI Property Owners/Residents Assisted: 10,000</p>	<p>Oct 2018-Sept 2019</p>
Activities/Categories	Goals and Objectives	Cost	Projections	Timeline

<p><b>Community Beautification</b> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> <li>Organize committee with Boots on Ground</li> <li>Merge efforts w/Boots on Ground</li> <li>Promote and advertise monthly cleanup efforts</li> <li>Promote Community Garden in newsletter</li> <li>Collaborate w/City Public Works &amp; Keep Fort Pierce Beautiful for annual City-wide cleanup event</li> <li>Assist City w/Lincoln Park Mural Project – identify locations, i.e. Save Our Children, Means Court</li> </ul>	<p><b>Goal:</b> Continue to identify commercial properties in need of beautification and work with property owners on a plan of action</p> <p><b>Objective:</b> Continue to assist local groups in cleanup efforts of commercial sites in the Lincoln Park District.</p>	<p>\$5100</p>	<p># of Events Evaluated: 12</p> <p># of LMI Owned Businesses Assisted: 10</p>	<p>Oct 2018-Sept 2019</p>
<p><b>Historic Preservation</b> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> <li>Identify and engage owners of historic properties to begin process of historic designation/List req'd</li> <li>Work with City Historic Preservation Officer during historic preservation application process</li> </ul>	<p><b>Goals:</b> Apply for historic designation for properties in Lincoln Park area; four properties</p> <p><b>Objectives:</b> Preserve original structures located within the district; Increase awareness of cultural history in the district.</p>	<p>\$3400</p>	<p># of Historic Bids - 4</p> <p># of LMI Prop Owners - 3;</p> <p># of Trails - 1</p>	<p>Oct 2018-Sept 2019</p>
<p><b>Organization Growth/Memberships</b> Salary for Director to organize/plan/coordinate:</p> <ul style="list-style-type: none"> <li>Outreach to various groups: Caribbean, Haitian and Latino business members in community</li> <li>Provide annual appreciation reception for members to network</li> </ul>	<p><b>Goal:</b> Grow the organization membership and encourage support both financially and through volunteerism.</p> <p><b>Objective:</b> Increase participation in the Lincoln Park Main Street Organization</p>	<p>\$2940</p>	<p># LMI Businesses 10;</p> <p># LMI Members: 25</p>	<p>Oct 2018-Sept 2019</p>
<p><b>Collaborative City Economic Development Activities</b> Salary for Director to coordinate/promote:</p> <ul style="list-style-type: none"> <li>Highwaymen Heritage Trail Festival &amp; Art Show – February 16, 2019</li> <li>Annual Job Fair - January 31, 2019</li> <li>Lincoln Park Business Expo – Quarterly/Sept 2018</li> <li>New Business Startups Grants – Spring 2019</li> <li>Means Court School Project – June 2019</li> </ul>	<p><b>Goals:</b> Jump start economic development and tourism by promoting district's rich cultural heritage; encourage employment opportunities; and promote City offerings.</p> <p><b>Objectives:</b> Develop annual events that attract the community and promote tourism in the area; help re-brand the Avenue D corridor; promote employment and small business capacity and sustainability enhancements.</p>	<p>\$25,000</p>	<p># Small LMI Businesses Participating – 100</p> <p># of Cultural Arts Events - 2</p>	<p>Oct 2018-Sept 2019</p>



Finance Department

Karen Logue

11/16/2018 02:03 PM

Finance Department

Karen Logue

11/26/2018 10:30 AM

City Manager

Nick Mimms

11/28/2018 08:55 AM

Form Started By: Caleta Scott

Started On: 11/13/2018 02:00 PM

Final Approval Date: 11/28/2018

## AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **Main Street Fort Pierce**, Florida non-profit corporation, hereinafter referred to as the **COMMUNITY BASED DEVELOPMENT ORGANIZATION (CBDO)**.

## WITNESSETH

**WHEREAS**, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

**WHEREAS**, said grant provides that the Grantor may contract with CBDO organizations to administer and implement a project set forth herein; and

**WHEREAS**, the City of Fort Pierce desires to engage the CBDO to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant program.

**NOW, THEREFORE**, the parties do hereby agree as follows:

1. Scope of Service:

- A. The CBDO shall do, perform and carry-out, in a satisfactory manner, as determined by the Grantor, the goals, objectives, and tasks which it undertakes pursuant to this Agreement. The CBDO further agrees to utilize funds made available under the CDBG program for the purpose of implementing the activity/work plan as described herein.

The CBDO certifies that the community-based development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families, aids in the prevention or elimination of slums or blight, or meets community development needs having a particular urgency as defined in 24 CFR 570.208.

- B. Program Delivery:  
Activities will take place within the Main Street Fort Pierce target area in the City of Fort Pierce, Florida.
- C. Levels of Accomplishment:

<b>Economic Development</b>	<b><u>Activity:</u> Please see Attachment A – Main Street Fort Pierce Work Plan 2018-19</b>
<b><u>Task Description:</u> Please see Attachment A – Main Street Fort Pierce Work Plan 2018-19</b>	

- D. Budget: The total budget for this grant award is \$50,000. Please see Attachment A – Main Street Fort Pierce Work Plan 2018-19 for a breakdown of grant expenditures.

2. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2019**.

3. Compensation: The CBDO shall be paid **\$12,500** each quarter of Program Year 2018-2019 (Total - \$50,000), based on the receipt of timely quarterly reports and a Profit and Loss statement for each quarter that reflect accomplishments based on the Activities listed under #1, Scope of Service and in the Main Street Fort Pierce Work Plan 2018-2019 (Attachment A).

4. In every case, CBDO will provide the following, along with completed Grant Reporting Form on the 1<sup>st</sup> day of each quarter of Program Year 2018-2019, for each activity:
  - A. Receipts of payments, including invoices and cancelled checks;
  - B. Other related information, as requested

Grant Report Form signed by CBDO specifies and certifies that all expenses were expended by CBDO in conformance within the guidelines of this Contract.

The CBDO shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The CBDO shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

5. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the CBDO agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The CBDO agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the CBDO is a government agency, OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

**The CBDO is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.**

6. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the CBDO, either in whole or in part.
7. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
9. General Terms and Conditions:
  - A. The CBDO agrees to submit program status reports to the Grantor on a quarterly basis and other reports as may be required. The program status reports shall include the annual budget with monthly revenue and expense reports and number of clients served, at a minimum. A standard reporting form will be provided by the Grantor.
  - B. The CBDO agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that

expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A CBDO is exempt from Federal audit requirements if it receives less than \$300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

- C. The CBDO agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.
- D. The CBDO hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.
- E. The CBDO agrees to obtain all necessary permits for intended improvements or activities.
- F. The CBDO agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- G. The CBDO, if its program involves housing, agrees to affirmatively further fair housing.
- H. The CBDO hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the CBDO who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- I. The undersigned person signing as an officer on behalf of the CBDO, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said CBDO and to bind the same to this Agreement, and, further that said CBDO has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the CBDO, its staff or clientele; and the CBDO hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the CBDO from any obligations under this Contract.
- K. The CBDO hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the CBDO.
- L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the CBDO by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the CBDO be entitled to any of the rights, privileges, or benefits of Grantor's employees. The CBDO shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The CBDO assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- M. The CBDO agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

10. Special Terms and Conditions

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the CBDO may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.
- B. Further, the Grantor reserves the right to terminate this contract upon written notification to the CBDO under any of the following conditions:
- 1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
  - 2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
  - 3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.
- C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the CBDO:
- 1) Fails to file required reports or to meet project progress or completion deadlines;
  - 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110);
  - 3) Expends funds under this Agreement for ineligible activities, services or items;
  - 4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;
  - 5) Violates Labor Standards requirements, or
  - 6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

11. Other Provisions

A. Equal Employment Opportunity

During the performance of this contract, the CBDO agrees as follows:

- 1) The CBDO shall not discriminate against any employee or applicant for employment because, of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The CBDO shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The CBDO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The CBDO will, in all solicitations of advertisements for employees placed by on or behalf of the CBDO, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- 3) The CBDO will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the CBDO's commitments under this section, and shall post copies of the notice in conspicuous places available to

employees and applicants for employment.

- 4) The CBDO will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The CBDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the CBDO's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CBDO may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- 7) The CBDO will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CBDO will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CBDO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the CBDO may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The CBDO may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

- 1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- 2) Provide any facilities, services, financial aid, or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity.
- 3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- 4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- 5) Treat an individual differently from others in determining whether the individual satisfies an

admission, enrollment, eligibility, membership, or other requirement or condition, which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.

- 6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.
- 7) Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.
- 8) The CBDO will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a CBDO utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.
- 9) If a CBDO solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The CBDO will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, material status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The CBDO will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The CBDO and all subcontractors engaged in contracts in excess of \$2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the CBDO is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the CBDO shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the CBDO of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area

identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

- G. **Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed \$100,000).**  
The CBDO shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
- H. **Provision of the Hatch Act.**  
Neither the CBDO program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
- I. **Lead-Based Paint.**  
Any grants or loans made by the CBDO for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The CBDO will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.
- J. **Special Assessments.**  
The CBDO will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).
- K. **Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.**  
The CBDO will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The CBDO will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the CBDO will not cause either temporary or permanent involuntary displacement of persons or businesses. If the CBDO causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the CBDO shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The CBDO hereby agrees to defend, to pay, and to indemnify the City from and

against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

Upon expiration of this Agreement, the CBDO shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

M. Lobbying Restrictions.

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CBDOs shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Grantor and the CBDO have executed this Agreement as of the date first above written.

GRANTOR:  
CITY OF FORT PIERCE

By: \_\_\_\_\_  
Mayor Linda Hudson

ATTEST:

\_\_\_\_\_  
City Clerk

Today's Date: \_\_\_\_\_

CBDO:

By: \_\_\_\_\_  
Sue Dannahower, President

By: \_\_\_\_\_  
Doris Tillman, Director

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Approved As To Form and Correctness:

By: Ben L Byrnes Jr

Print: Ben L Byrnes Jr

Title: Indian City atty

Main Street Fort Pierce  
 Work Plan for Program Year 2018-2019  
 October 1, 2018 through September 30, 2019

<b>Economic Development</b>	<b>Activity:</b> Create, Publish and Distribute Monthly FOCUS News Booklet	<b>Budget</b>
<b>Task Description</b>	Create and Publish Monthly FOCUS News Booklet, a community economic development project designed to increase economic opportunity, and retain and/or create jobs in the Fort Pierce Main Street target area.	<b>\$50,000</b>

<b>Main Street FOCUS Budget</b>													
<b>2018-19</b>													
	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Total
<b>EXPENSES</b>													
Bulk Postage	718	718	718	718	718	718	718	718	718	718	718	718	8,616
Circulation	142	93	92	142	92	92	142	92	92	145	92	92	1,308
Editorial Services	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Postage			98				98				98		294
Printing	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,900	1,900	21,800
Production	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Services Rendered	1,000	700	700	500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	10,900
Corporate Filing Fees									620				62
Accountant													
<b>TOTAL EXPENSES</b>	<b>5,060</b>	<b>4,711</b>	<b>4,808</b>	<b>4,560</b>	<b>5,010</b>	<b>5,010</b>	<b>5,158</b>	<b>5,010</b>	<b>5,630</b>	<b>5,063</b>	<b>5,208</b>	<b>5,172</b>	<b>59,718</b>

**City Commission Regular Meeting**

**11.m.**

**Meeting Date:** 12/03/2018

**Re:** Dreamland Park Parking Improvements, Ref. Bid No. 2016-016

**Submitted For:** John Andrews, City Engineer, Engineering

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**SUBJECT:**

Approval of Change Order No. 5 from Lynch Paving and Construction, Co. Inc. for construction of parking improvements at Dreamland Park in an amount not to exceed \$183,141.00.

**SUMMARY:**

Engineering is requesting approval of funds necessary for the proposed improvements at Dreamland Park. This project will provide parking improvements for the planned "Wall of Remembrance", a memorial recognizing all of the lives that have been taken by violence in our community and creating a reflective environment for remembrance. The proposed improvements consist of the creation of a 44 space parking area, utilizing pervious pavers constructed over a bed of varying sizes of aggregate to provide a reduction of stormwater runoff and improve water quality. Concrete sidewalks will be constructed from the parking areas to the memorial wall plaza. Also part of this project is the construction of the 1,960 square foot concrete paver plaza area at the memorial wall location.

Lynch Paving and Construction Co. Inc. of Okeechobee, Florida will be performing the work under the Furnish and Install Asphaltic Concrete, Bid No. 2016-016 (Port St. Lucie Contract), in which the City of Fort Pierce is piggy-backing.

**RECOMMENDATION:**

The Engineering Department recommends approval of the proposal from Lynch Paving and Construction Co. Inc. in the amount of \$183,141.00

**ALTERNATIVES:**

Reject proposal and re-bid project.

**RESPONSIBLE STAFF:**

Jack Andrews, City Engineer

**COORDINATED WITH:**

Bob Gent, Lynch Paving

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** N/A  
**Account:** 100-111-519-6310  
**Amount:** 183,141.00

**FISCAL IMPACT:**

Total contract amount will be funded from Parks MSBU, account no. 100-111-519-6310

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**Attachments**

Rendering  
Plan Layout  
Lynch Proposal  
Change Order No. 5

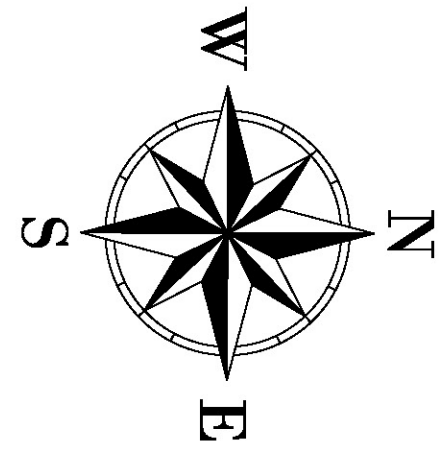
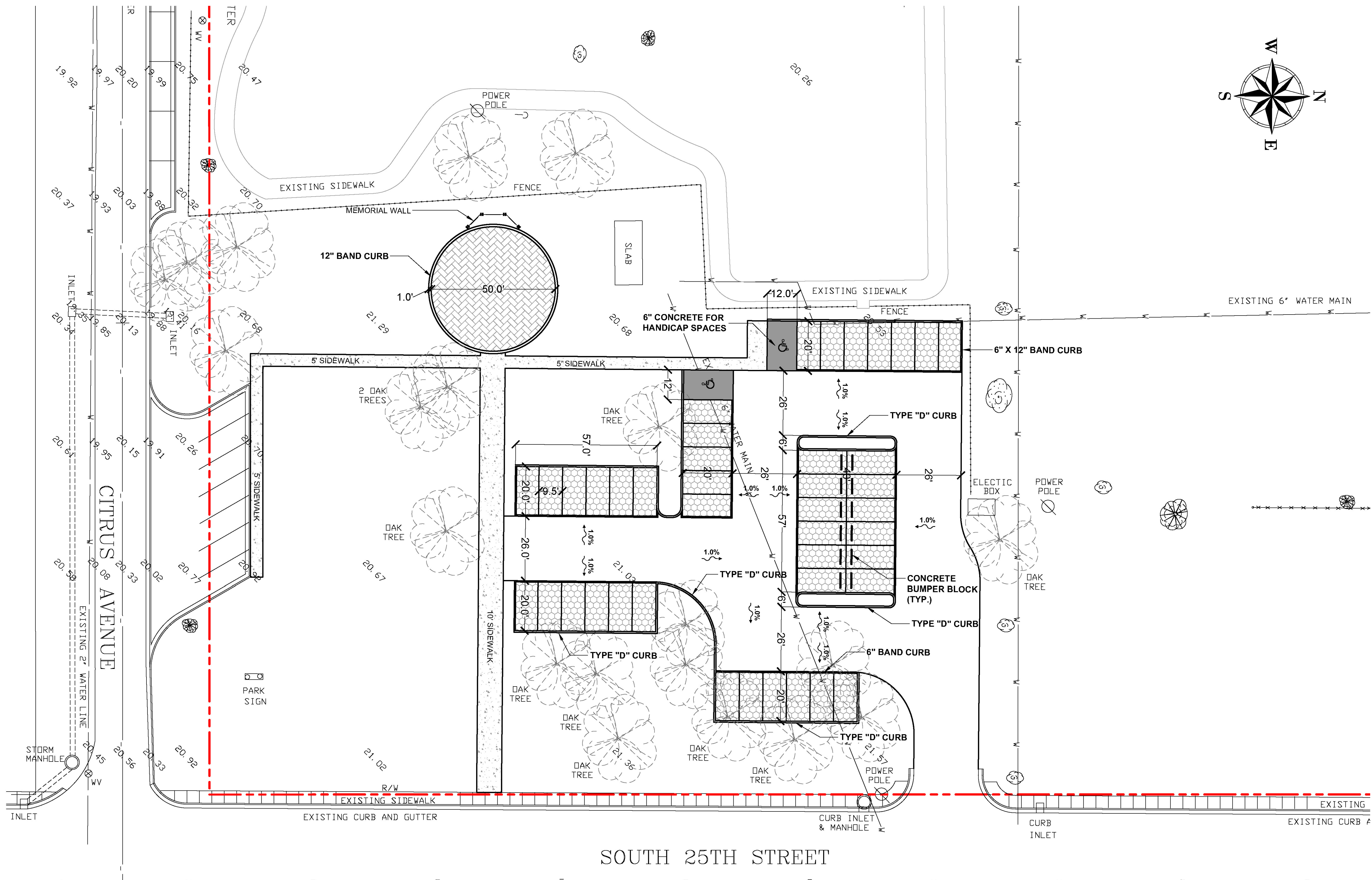
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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Finance Department	Karen Logue	11/28/2018 03:47 PM
City Manager	Nick Mimms	11/29/2018 12:13 PM
Form Started By: John Andrews		Started On: 11/15/2018 09:38 AM
Final Approval Date: 11/29/2018		





CITY OF FORT PIERCE  
 DEPARTMENT OF ENGINEERING  
 100 NORTH U.S. 1 P.O. BOX 1480  
 FORT PIERCE FLORIDA, 34954

DATE:	SCALE: 1" = 20'
SURVEY BY:	DRAWN BY: D. SUMNER
DESIGNED BY: J. ANDREWS	APPROVED BY:

No.	DATE	BY	REVISIONS

PROJECT No.	SHEET No. 3 OF
DRAWING No.	

# LYNCH PAVING & CONSTRUCTION CO. INC.

503 NW 9<sup>th</sup> Street • Okeechobee, FL 34972 | P.O. Box 1994 • Okeechobee, FL 34973  
office: (863) 763-7373 | fax: (863) 763-7379  
www.lynchpaving.com

April 30, 2018

City of Fort Pierce  
P.O. Box 1480  
Fort Pierce, Florida 34954-1480  
ATTN: Mr. Jack Andrews P.E.

Re: Paving work being considered for Construction of a parking lot off of south 25<sup>th</sup> street.

1. Clear and grub the site to include the removal of the following, trees, grass, timbers and the grinding of stumps.
2. Excavate all areas to the proposed subgrade.
3. Furnish and place base rock per the plans.
4. Furnish and place the required 89 rock and 57 stone to construct the turf block parking spaces.
5. Fine grade and roll the furnished base material in the parking lot area.
6. Furnish and place 1.5" of asphalt in the parking lot area measuring approximately 1,345 square yards.
7. Furnish and install approximately 470 square yards of concrete sidewalk and parking spaces.
8. Furnish and place concrete pavers at the memorial wall location.
9. Furnish and place turf block tiles in the parking spaces as shown on plans.
10. Furnish and install 45 parking bumpers.
11. Furnish and place D-Curb as shown in plans.
12. Furnish and place a concrete header curb per plans.
13. Clean up, grade and sod any disturbed areas.

**LUMP SUM PRICE OF \$183,141.00**

**NOTE:** Although we will make every reasonable effort, we cannot guarantee you will not have ponding of water in areas with less than 1% slope in the existing surface.

Thank you for allowing Lynch Paving & Construction Co., Inc. the opportunity to quote this project. If you have any questions, you may call me at 863-763-7373. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.  
The contractor agrees to carry Workmen's compensation and Public Liability Insurance required by the United States Government and the State in which this work is performed.

The undersigned agrees and acknowledges that the invoice terms are due upon completion and further agrees that outstanding balances due beyond 30 days shall be assessed a service charge or interest at the highest rate allowed by law until payment is received.

I hereby acknowledge and agree to Payment Terms above \_\_\_\_\_  
Initials

Respectfully,



Robert P. Gent  
Vice President

## ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date: \_\_\_\_\_, 20\_\_\_\_.

**CHANGE ORDER NO. 5**

**Furnish and Install Asphaltic Concrete**  
**2018 Street Resurfacing**

**Bid No. 2016-016**

**DATE:** November 19, 2018

**CONTRACTOR:** Lynch Paving and Construction Company

**OWNER:** City of Fort Pierce

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ORIGINAL CONTRACT AMOUNT	:	\$ 250,000.00
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	\$ 959,889.21
NET CONTRACT AMOUNT <b>INCREASE</b> RESULTING FROM THIS CHANGE ORDER	:	<b>\$ 183,141.00</b>
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	<b>\$ 1,179,044.21</b>
CURRENT CONTRACT EXPIRATION DATE	:	July 28, 2019
CONTRACT EXPIRATION DATE ADJUSTED BY THIS CHANGE ORDER	:	July 28, 2019

**CHANGES ORDERED:**

**I. GENERAL:**

This Change Order includes compensation for construction of a parking lot at Dreamland Park in conjunction with the planned "Wall of Remembrance" project.

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

**II. REQUIRED CHANGES/COST ADJUSTMENTS:**

<i>Description</i>	<i>Unit</i>
1. Clear and grub the site to include the removal of the following: trees, grass, timbers, and the grinding of stumps	LS
2. Excavate all areas to the proposed subgrade.	LS
3. Furnish and place base rock per the plans	LS
4. Furnish and place the required #89 stone and #57 stone to construct the turf block parking spaces.	LS
5. Fine grade and roll the furnished base material in the parking area.	LS
6. Furnish and place 1.5" of asphalt in the parking lot area measuring approximately 1,345 square yards.	LS
7. Furnish and install approximately 470 square yards of concrete sidewalk and parking spaces.	LS
8. Furnish and place concrete pavers at the memorial wall location.	LS
9. Furnish and place turf block in the parking spaces as shown on plans.	LS
10. Furnish and install 45 parking bumpers	LS

11. Furnish and place Type D Curb as shown on plans	LS
12. Furnish and place concrete header curb per plans.	LS
13. Clean up, grade and sod any disturbed areas	LS
<b>NET INCREASE BY THIS CHANGE ORDER</b>	<b>\$183,141.00</b>

**III. JUSTIFICATION:**

This project will provide parking improvements for the planned “Wall of Remembrance”, a memorial recognizing all of the lives that have been taken by violence in our community and creating a reflective environment for remembrance.

**IV. PAYMENT:**

This change order work will increase the existing contract price by \$183,141.00 which will be funded by the Parks MSBU Account No. 100-1111-519-6310.

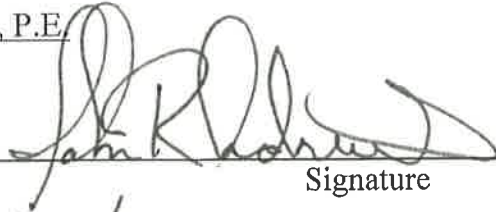
**V. APPROVAL AND CHANGE AUTHORIZATION:**

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

**RECOMMENDED BY:**

John R. Andrews, P.E.  
City Engineer

By: \_\_\_\_\_

  
Signature

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

11/19/18

**APPROVED AS TO FORM AND CORRECTNESS:**

Ben Bryan Jr.  
City Attorney

By: \_\_\_\_\_

Signature

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

**APPROVED BY:**

Linda Hudson  
Mayor

By: \_\_\_\_\_

Signature

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

**ACCEPTED BY:**

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

By: \_\_\_\_\_

  
Signature

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

NOV. 20, 2018

**City Commission Regular Meeting**

**12.a.**

**Meeting Date:** 12/03/2018

**Re:** Demolition hearing - 401 N 21st Street

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

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**SUBJECT:**

Resolution No. 18-R58 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 401 N 21st Street to show cause why the structure located on the premises should not be condemned and demolished.

**SUMMARY:**

- Condemnation case initiated April 12, 2018.
- Certified mail documents to the registered owner and the registered agent for the company were returned signed. No response received.
- Fines have been running due to an active Code Enforcement case since 2015, without any response or action by the owner.
- Multiple lot clearings have been completed by the City due to no response or action by the owner.
- Multiple tax certificates have been issued - all holders have been notified of this hearing.

**RECOMMENDATION:**

Staff recommends the City Commission approve Resolution No. 18-R58 declaring that the structure located at 401 N 21st Street be condemned and demolished in accordance with the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

**ALTERNATIVES:**

Amend Resolution No. 18-R58

Deny Resolution No. 18-R58

**RESPONSIBLE STAFF:**

Margaret M. Arraiz, Code Compliance Manager

**COORDINATED WITH:**

Shaun Coss, Building Department Coordinator

City Attorney's Office

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**Fiscal Impact**

**OTHER INFORMATION:**

Estimate of \$11,275.00 for demolition of the structure. Funding provided by Clean & Safe Initiative.

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**Attachments**

Resolution 18-R58  
Property Maintenance Inspection Report  
Affidavit of Unsafe Building  
Property Appraiser's Card  
Certified mail documents  
Affidavit of Mailing to other parties  
Property Status Statement  
Demolition estimate  
October 2017 photos  
November 2018 photos

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### Form Review

**Inbox**

City Manager

Form Started By: Peggy Arraiz

Final Approval Date: 11/26/2018

**Reviewed By**

Nick Mimms

**Date**

11/26/2018 08:15 AM

Started On: 11/19/2018 10:36 AM

**RESOLUTION NO. 18-R58**

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 SAID BUILDING OR STRUCTURE **SHALL BE CONDEMNED AND DEMOLISHED**; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO AFFECT SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, The Charter for the City of Fort Pierce, Florida provides the City Commission the authority to declare a building or structure unsafe and require its removal or destruction; and

**WHEREAS**, a public hearing was held before the City Commission on this date, December 3, 2018 to determine if the building or structure located at 401 N 21ST ST is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community; and

**WHEREAS**, all parties with interest to the property were properly provided notice of the hearing and given the opportunity to show cause why the structure should not be condemned; and.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Fort Pierce, Florida;

**SECTION 1.** That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

401 N 21ST ST  
FLORIANA PARK BLK 16 LOT 1 AND S 18 FT OF LOT  
2 AND 10 FT VAC ALLEYADJ ON W (OR 386-2769)  
2409-605-0106-000/1

Is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community and shall be condemned in accordance with the Charter of the City of Fort Pierce and order its removal by demolition in accordance with the time frames and regulations outlined in the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

**SECTION 2.** The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, were provided the opportunity to be heard and to show cause why said building or structure should not be condemned and its removal or destruction required.

UNIVERSAL PROPERTY ADVISORS LL  
2470 SE WINDY HILL ROAD STE 300  
MARIETTA, GA, 30067

**SECTION 3.** The hereinbefore named persons, firms, or corporations are responsible for the removal or demolition of the building or structure and should such parties fail to demolish the building or structure as required by order of the City Commission, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien upon said property.

**SECTION 4.** The hereinbefore named persons, firms, or corporations shall have the right to appeal this resolution to the Circuit Court of St. Lucie County, within thirty (30) days of the effective date of this resolution pursuant to the Florida Rules of Appellate Procedure.

**SECTION 5.** A certified copy of this resolution shall be mailed by registered or certified mail to the hereinbefore named persons, firms, or corporations, by the City Clerk for the City of Fort Pierce, Florida.

**SECTION 6.** This resolution shall be effective immediately upon final adoption by the Commission.

**IN WITNESS HEREWITH,** we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Linda Hudson, Mayor

ATTEST:

\_\_\_\_\_  
Linda Cox, City Clerk

(SEAL)

Approved as to Form  
And Correctness:

\_\_\_\_\_  
Ben Brya, Esq.  
Interim City Attorney





**Unsafe structures**

108.1.1 - Unsafe structure

Lacks adequate protection from fire     Contains unsafe equipment     All or part of building is likely to collapse

108.1.2 - Unsafe equipment

Unsafe boiler / heating equipment     Unsafe electrical wiring / device     Unsafe elevator / moving stairway

Flammable liquid containers within structure     Other unsafe equipment

108.1.3 - Structure unfit for human occupancy

Unsafe or unlawful     Unsanitary / contains filth / contamination     vermin or rat infested

lacks illumination     Location of structure constitutes a hazard     lacks ventilation

lacks heat     lacks maintenance     lacks sanitary facilities

108.1.4 - Unlawful structure

Occupied by more persons than permitted     Erected, altered or occupied contrary to law

108.1.5 - Dangerous structure or premises

(1) Any door, aisle, passageway, stairway, or exit that does not comply to requirements for exiting the building

(2) The walking surface of means of egress is so warped, worn, loose, torn or otherwise unsafe to provide means of egress.

(3) Any portion of a structure damaged by fire, wind, flood, earthquake, deterioration, neglect, abandonment, vandalism or any other cause that it is likely to partially or completely collapse, or to become detached or dislodged.

(4) Any portion of a building, appurtenance or ornamentals that is not of sufficient strength or stability, or is not so anchored or attached to be capable of resisting natural or artificial loads of one and one-half the original designed value.

(5) The structure or part of structure because of dilapidation, deterioration, decay, faulty construction, the removal or movement of ground necessary for support or any other reason is likely to collapse or under pinning is likely to fail or give way.

(6) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

(7) The structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance.

(8) Any structure that exists or has been maintained in violation of any specific requirement or prohibition to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

(9) Any structure intended to be used for dwelling purposes, due to inadequate maintenance, dilapidation, decay, damage, faulty construction, inadequate light, ventilation, mechanical or plumbing system is determined to be unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease.

(10) Any structure, due to lack of sufficient fire resistance rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause is determined to be a threat to life or health.

(11) Any portion of a building remains on a site after the demolition of the structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Comments   

Section 302 - Exterior property areas

Section 303 - Swimming Pools, Spas and Hot Tubs

**Section 304 - Exterior Structure**

304.1 - General - The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.

304.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.



<input type="checkbox"/>	2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
<input type="checkbox"/>	3. Structures or components thereof that have reached their limit state.
<input type="checkbox"/>	4. Siding and masonry joints are not maintained, weather resistant or water tight.
<input checked="" type="checkbox"/>	5. Structural members that have evidence of deterioration or cannot safety support all nominal loads and load effects.
<input type="checkbox"/>	6. Foundation systems that are not firmly supported by footings, are not plumb without cracks and breaks and are not properly anchored or cannot support all nominal loads and resisting all load effects.
<input type="checkbox"/>	7. Exterior walls that are not anchored to supporting elements or are not plumb or free from holes, cracks, breaks or loose or rotting materials, are not properly anchored and not able of supporting all nominal loads and resisting load effects.
<input checked="" type="checkbox"/>	8. Roofing that have defects that admit rain, roof surfaces with inadequate drainage, or any portion that is not in good repair with signs of deterioration, fatigue or without property anchorage and incapable of supporting all nominal loads.
<input type="checkbox"/>	9. Flooring with defects that affect serviceability or that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
<input type="checkbox"/>	10. Veneer, cornices, belt courses, corbels, trim , wall facings not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting load effects.
<input type="checkbox"/>	11. Overhang extensions or projections including trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or anchored with connections unable to support all nominal loads.
<input type="checkbox"/>	12. Exterior stairs, decks, porches, balconies and all attachments such as guards and handrails are not structurally sound, not properly anchored or anchored with connections unable to support all nominal loads and resisting all load effects.
<input type="checkbox"/>	13. Chimneys, cooling towers, smokestacks not properly anchored or that are anchored with connections unable to support all nominal loads and resisting all load effects.

<input checked="" type="checkbox"/>	304.2 - Protective Treatment - Exterior surfaces, including doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior surfaces shall be protected from elements and decay by painting or other protective treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion.
<input type="checkbox"/>	304.3 - Address identification - Buildings shall be provided with approved address identification that are legible and placed to be visible from the street fronting the property. They must contrast with their background, be numerical and a minimum of 4" tall.
<input type="checkbox"/>	304.4 - Structural members - Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
<input type="checkbox"/>	304.5 - Foundation walls - Foundation walls shall be maintained plumb and free from cracks and breaks and shall be kept n such condition so as to prevent the entry of rodents and other pests.
<input checked="" type="checkbox"/>	304.6 - Exterior walls - Exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
<input checked="" type="checkbox"/>	304.7 - Roofs and drainage - The roof and flashing shall be sound, tight and not have defects that admit rain. Drainage must prevent dampness or deterioration in the walls or interior portion of the structure. Drains, gutters and downspouts must be in good repair and free from obstruction. Roof water shall not be discharged in a manner that creates a public nuisance.
<input type="checkbox"/>	304.8 - Decorative features - Cornices, belt courses, corbels, terra cotta trim, wall facing and similar decorative features shall be in good repair with proper anchorage and in safe condition.
<input type="checkbox"/>	304.9 - Overhang extensions - Overhang extensions including canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be in good repair and properly anchored and kept in sound condition. All exposed surfaces of metal or wood shall be protected from the elements with weather coating material such as paint or similar surface treatment.
<input type="checkbox"/>	304.10 - Stairways, decks, porches and balconies - Every exterior stairway, deck, porch and balcony shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
<input type="checkbox"/>	304.11 - Chimneys and towers - Chimneys, cooling towers, smoke stacks, shall be structurally safe and sound and in good repair. Exposed surfaces shall be protected by paint or similar surface treatment.
<input type="checkbox"/>	304.12 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.



- 304.13 - Window, skylight and door frames - Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
  - 304.13.1 - Glazing - Glazing materials shall be maintained free from cracks or holes.
  - 304.13.2 - Openable windows - Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
- 304.14 - Insect screens - Every door, window and other outside opening required for ventilation or food preparation areas shall have tightly fitting screens of minimum 16 mesh per inch and every screen door must have self closing device is good working condition.
- 304.15 - Doors - Exterior doors and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.
- 304.18 - Building security - Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
  - 304.18.1 - Doors - Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall have a dead bolt designed to open from the inside without a key.
  - 304.18.2 - Windows - Operable windows located within 6 ft. above the ground that provides access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.
- 304.19 - Gates - Exterior gates, gate assemblies, operator systems and hardware shall be maintained in good condition.

Comments Major roof failures and roof leaks, soffit and fascia also has major damage.

Section 305 - Interior Structure

- 305.1 - General - The interior of a structure and equipment shall be maintained in good repair, structurally sound and in a sanitary condition.
  - 305.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.
    1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
    2. The anchorage of the floor or roof to walls or columns, and walls and columns to foundations is not capable of resisting all nominal loads or load effects.
    3. Structures or components thereof that have reached their limit state.
    4. Structural members are incapable of supporting nominal loads and load effects.
    5. Stairs, landings, balconies, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
    6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- 305.2 - Structural members - Structural members shall be maintained structurally sound, and capable of supporting the imposed loads.
- 305.3 - Interior surfaces - Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked plaster, decaying wood and other defective surface conditions shall be corrected.
- 305.4 - Stairs and walking surfaces - Every stair, ramp, landing, balcony, porch, deck or other waling surface shall be maintained in sound condition and good repair.
- 305.5 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- 305.6 - Interior doors - Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jamb, headers or tracks as intended by the manufacturer.

Comments Standing water inside the home from roof leaks. Drywall removed in some areas of the house

Section 306 - Component Serviceability



<input type="checkbox"/>	Section 307 - Handrails and guardrails
<input type="checkbox"/>	Section 308 - Rubbish and garbage
<input type="checkbox"/>	Section 309 - Pest Elimination
<input type="checkbox"/>	Section 404 - Occupancy Limits
<input type="checkbox"/>	Section 502 - Required facilities
<input type="checkbox"/>	Section 503 - Toilet Rooms
<input type="checkbox"/>	Section 504 - Plumbing systems and fixtures
<input type="checkbox"/>	Section 505 - Water system
<input type="checkbox"/>	Section 506 - Sanitary drainage system
<input type="checkbox"/>	Section 507 - Storm drainage
<input type="checkbox"/>	Section 601 - Mechanical - General
<input type="checkbox"/>	Section 602 - Heating facilities
<input type="checkbox"/>	Section 603 - Mechanical equipment
<input type="checkbox"/>	Section 604 - Electrical Facilities
<input type="checkbox"/>	Section 605 - Electrical equipment
<input type="checkbox"/>	Section 606 - Elevators, escalators and dumbwaiters
<input type="checkbox"/>	Section 607 - Duct systems
<input type="checkbox"/>	Section 701 - General fire safety requirements
<input type="checkbox"/>	Section 702 - Means of egress
<input type="checkbox"/>	Section 703 - Fire resistance ratings
<input type="checkbox"/>	Section 704 - Fire protection systems

Additional Comments

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THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT

Florida

### Notice of Unsafe Building Affidavit

Case#: 18-00001180  
Property Address: 401 N 21ST ST  
Tax ID#: 2409-605-0106-000/1  
Legal Description: FLORIANA PARK BLK 16 LOT 1 AND S 18 FT OF LOT 2 AND 10 FT VAC ALLEYADJ ON W (OR 386-2769)  
Owner(s): UNIVERSAL PROPERTY ADVISORS LLC  
2470 SE WINDY HILL ROAD STE 300  
MARIETTA, GA 30067

This AFFIDAVIT certifies that the above property, building, structure or premise is unsafe and the owner(s) of record has been properly served.

4/12/18  
Date

Margaret M. Arraiz  
Margaret M. Arraiz, City of Fort Pierce, Florida

Attachment: Notice of Unsafe Building Letter

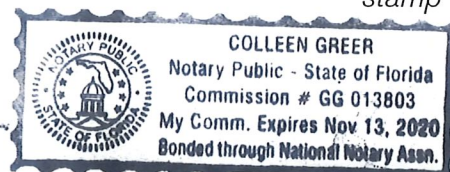
This Affidavit shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

State of Florida, County of St. Lucie

The foregoing instrument was acknowledged before me this 12th day of April, 2018, by Margaret M. Arraiz who is personally known to me.

Colleen Greer  
Signature of Notary

stamp



JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT  
SAINT LUCIE COUNTY  
FILE # 4424736 04/17/2018 10:02:18 AM  
OR BOOK 4121 PAGE 345 - 348 Doc Type: AFF  
RECORDING: \$35.50

C0077755



THE SUNRISE CITY

# FORT PIERCE

CODE ENFORCEMENT

Florida

April 12, 2018

Case #: 18-00001180

UNIVERSAL PROPERTY ADVISORS LL  
2470 SE WINDY HILL ROAD STE 300  
MARIETTA, GA 30067

RE: Address: 401 N 21ST ST  
Tax ID #: 2409-605-0106-000/1

Pursuant to the City of Fort Pierce Code of Ordinances and the International Property Maintenance Code (IPMC) s. 108, the property located at the above referenced location has been found to be unsafe and is in violation of the following:

#### *108.1.1 Unsafe structures.*

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

#### *108.1.3 Structure unfit for human occupancy.*

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

#### *108.1.5 Dangerous structure or premises.*

For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

C0077756

Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende inglés consiga traducción inmediatamente.  
Atansyon: Dokuman sa impòtan an rapòd avek droi è responsablità ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun pòu nou espliké sa tou suit.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

#### *304.1.1 Unsafe conditions.*

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;

8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

#### *304.2 Protective treatment.*

Exterior surfaces, including but not limited to , doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to ruse or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

#### *304.6 Exterior walls.*

All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

#### *304.7 Roofs and drainage.*

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

#### *304.13 Window, skylight and door frames.*

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

##### *304.13.1 Glazing.*

All glazing materials shall be maintained free from cracks and holes.

#### *305.3 Interior surfaces.*

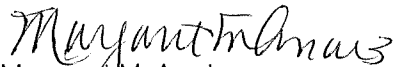
All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

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The building, structure, or premise is condemned and shall be demolished within 30 days. The building or structure has been posted with a Condemned placard and ordered vacated to prevent further occupancy until work is completed and the final inspection has been approved. The demolition of the building or structure must fully comply with all local ordinances and the currently adopted Florida Building Code (FBC). If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with the City of Fort Pierce Charter and all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.

Should you have questions regarding this matter, you may contact my office at (772) 467-3720.

Sincerely,



Margaret M. Arraiz  
Code Compliance Manager  
City of Fort Pierce

In addition to the party listed above, a copy of this notice has been provided by certified mail to the following:

JOHNSON, APRIL  
2470 WINDY HILL RD, STE 300  
MARIETTA, GA 30067

### Property Identification

Site Address: 401 N 21st ST Parcel ID: 2409-605-0106- Account #: 22097 Sec/Town/Range: 09/35S/40E  
 000-1 Map ID: 24/09N Zoning: R3  
 Use Type: 0100 Jurisdiction: Fort Pierce

### Ownership

Universal Property Advisors LLC  
 2470 SE Windy Hill SE RD Ste 300  
 Marietta, GA 30067-8621

### Legal Description

FLORIANA PARK BLK 16 LOT 1 AND S 18 FT OF LOT 2  
 AND 10 FT VAC ALLEYADJ ON W (OR 3949-497)

### Current Values

Just/Market: \$37,500 Assessed: \$32,871  
 Exemptions: \$0 Taxable: \$32,871

### Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2018	\$37,500	\$32,871	\$0	\$32,871
2017	\$51,000	\$51,000	\$0	\$51,000
2016	\$48,000	\$41,360	\$0	\$41,360

### Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
12-29-2016	3949 / 0497	0111	QC	Schenk Gladys	\$100
10-01-1982	0386 / 2769	XX00	CV		\$40,000
08-01-1982	0383 / 0615	XX00	CV		\$32,000

### Primary Building Information

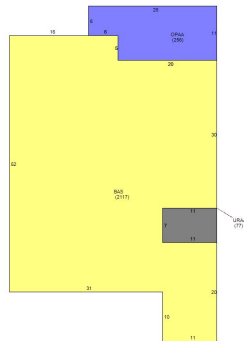
Finished Area of this building: 2,117 SF  
 Gross Area of this building: 2,450 SF

#### Exterior Data

View:	Roof Cover: Tar & Gravel	Roof Structure: Gable	Building Type: HC
Year Built: 1957	Frame:	Grade: C	Effective Year: 1957
Primary Wall: CB Stucco	Story Height: 1 Story	No. Units: 1	Secondary Wall:

#### Interior Data

Bedrooms: 2	A/C %: 100%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 2	Heated %: 100%	Heat Type: FredHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel: ELEC	Primary Floors: Carpet




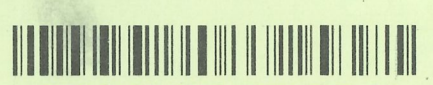
### Total Areas

Finished/Under Air (SF):	2,117
Gross Area (SF):	2,450
Land Size (acres):	0.25
Land Size (SF):	10,880
Total Building Count:	1

### Special Features and Yard Items

Type	Qty	Units	Year Blt
Driv-Concret	1	720	1957

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> <li>Complete items 1, 2 and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Swoantans</i>  <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>												
<p>1. April Johnson          2470 SE Windy Hill Rd, Ste 300          Marietta, GA 30067</p> <p>COND 401 N 21st ST Case # 18-1180</p>  <p>9590 9402 3462 7275 0293 73</p>	<p>B. Received by (Printed Name) <i>Susan Farish</i> C. Date of Delivery <i>4-17-18</i></p>												
<p>2. Article Number (Transfer from service label)          7015 1730 0000 9361 2403</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="color: red; font-weight: bold;">APR 24 2018</p> <p style="color: blue;">CODE ENFORCEMENT CITY OF FT. PIERCE</p>												
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table> <p>Domestic Return Receipt</p>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
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<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™												
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> <li>Complete items 1, 2 and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Swoantans</i>  <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>												
<p>1. A Universal Property Advisors LLC          2470 SE Windy Hill Rd, Ste 300          Marietta, GA 30067</p> <p>COND 401 N 21st ST Case # 18-1180</p>  <p>9590 9402 3462 7275 0293 66</p>	<p>B. Received by (Printed Name) <i>Susan Farish</i> C. Date of Delivery <i>4-17-18</i></p>												
<p>2. Article Number (Transfer from service label)          7015 1730 0000 9361 2397</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="color: red; font-weight: bold;">APR 24 2018</p> <p style="color: blue;">CODE ENFORCEMENT CITY OF FT. PIERCE</p>												
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<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT

*Florida*



## AFFIDAVIT OF MAILING

CASE NO: 18-1180

RE: 401 N 21ST ST

BEFORE ME, the undersigned authority, personally appeared Margaret M. Arraiz, Code Compliance Manager for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That a Notice of Violation and an Affidavit of Unsafe Building was mailed today by first class mail to:

BTI 2018 LLC  
1698 WEST HIBISCUS BLVD, STE A  
MELBOURNE, FL 32901

ELEVENTH TALENT, LLC  
PO BOX 769  
PALM CITY, FL 34991

TLGFY, LLC  
CAPITAL ONE, NA AS COLLATERAL  
PO BOX 54347  
NEW ORLEANS, LA 70154

CLUSIA  
SB MUNI CUST FOR  
PO BOX 54049  
NEW ORLEANS, LA 70154

FURTHER AFFIANT SAYETH NOT.

DATED this 3rd day of August, 2018.

Margaret M. Arraiz  
Margaret M. Arraiz, Code Compliance Manager

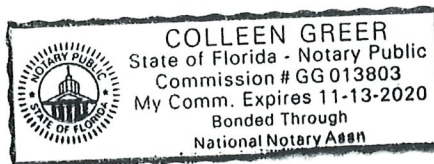
STATE OF FLORIDA  
COUNTY OF ST. LUCIE

SWORN TO and SUBSCRIBED before me

this 3rd day of August, 2018.

Colleen Greer  
NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:



C0079899



## Condemnation for Demolition – Property Status Statement

Description	Status	Notes:
<b>Homestead Status</b>	Non-homesteaded	Confirmed with Property Appraiser and Tax Collector on 11-18-2018
<b>Occupancy</b>	Not occupied – vacant	
<b>Prior attempts by owner to remedy violation</b>	None	No action by owner to remedy any code violations, lot clearings or condemnation.
<b>Additional code enforcement activity at the property</b>	Nothing current	Fines running for unresolved property maintenance violations.
<b>Historic Property</b>	No	
<b>Utilities</b>	None	
<b>Building Permits</b>	Demo permit expired 1/27/2017.	None active – confirmed by Shaun Coss on 10/22/2018.
<b>Title Search Completed</b>	Yes	Tax certificate holders identified and have been notified.

**L.E.B. DEMOLITION & CONSULTING CONTRACTORS, INC.**

7 Harbour Isle Drive East 204  
FORT PIERCE, FLORIDA 34949

Phone: (772) 461-4545  
Fax: (772) 461-2225

**PROPOSAL**  
November 15, 2018

City of Fort Pierce  
P.O. Box 1480  
Fort Pierce, Florida 34954

Re: Complete demolition  
Location: 401 North 21<sup>st</sup> Street, Fort Pierce, Florida

L.E.B. Demolition & Consulting Contractors, Inc. proposes to furnish all labor and equipment for the demolition and removal of debris generated by the above referenced job. All debris will be transported to a class I-III landfill, dump fees shall be included.

Scope of Work: Complete demolition and removal of existing structure to include:  
Building, slab, and footers  
Property will be sodded where structure was removed  
L.E.B. Demolition will provide necessary permitting

**Exclusions:** **PLEASE READ EXCLUSIONS**  
ACM Survey and/or abatement of any type  
Capping of wells, sewer or water services  
Pumping and removal of septic tanks/drain fields  
Pumping and removal of grease traps  
Any and all hazardous abatement of any type (tanks above ground or underground)  
Any and all damage to utilities, underground or overhead  
Any and all utility disconnects or capping of utilities or gas  
Any and all types of shoring that may be needed  
Any and all damage to existing electrical in ceiling  
Any and all damage to sprinkler system located in ceiling  
Any and all dust control, water proofing, noise, fumes or odor protection  
Any and all damage to sidewalks, sprinklers, roadways, parking lots or grass including trees  
Any and all silt fencing, safety fencing, barricades, or weather protection that may be needed  
Any and all work in public space  
Any and all hazardous and toxic waste  
Any and all unforeseen conditions that may occur during demolition work  
Any and all unforeseen conditions under slab  
Any and all land clearing

We hereby propose to furnish labor and material - complete in accordance with the above specifications. Any alteration or deviation from above specifications will become an extra charge over and above the estimate. The information provided in this proposal is not for public consumption. This proposal subject to acceptance within seven days and is void thereafter, at the option L.E.B. Demolition & Consulting Contractors, Inc.

For The Sum of: ELEVEN THOUSAND TWO HUNDRED SEVENTY-FIVE AND 00/100 Dollars      \$11,275.00

Payment to be made upon completion of work. No retention's to be held by contractor. L.E.B. Demolition & Consulting Contractors, Inc. reserves all salvage rights to property. Salvage rights to commence when job is awarded.

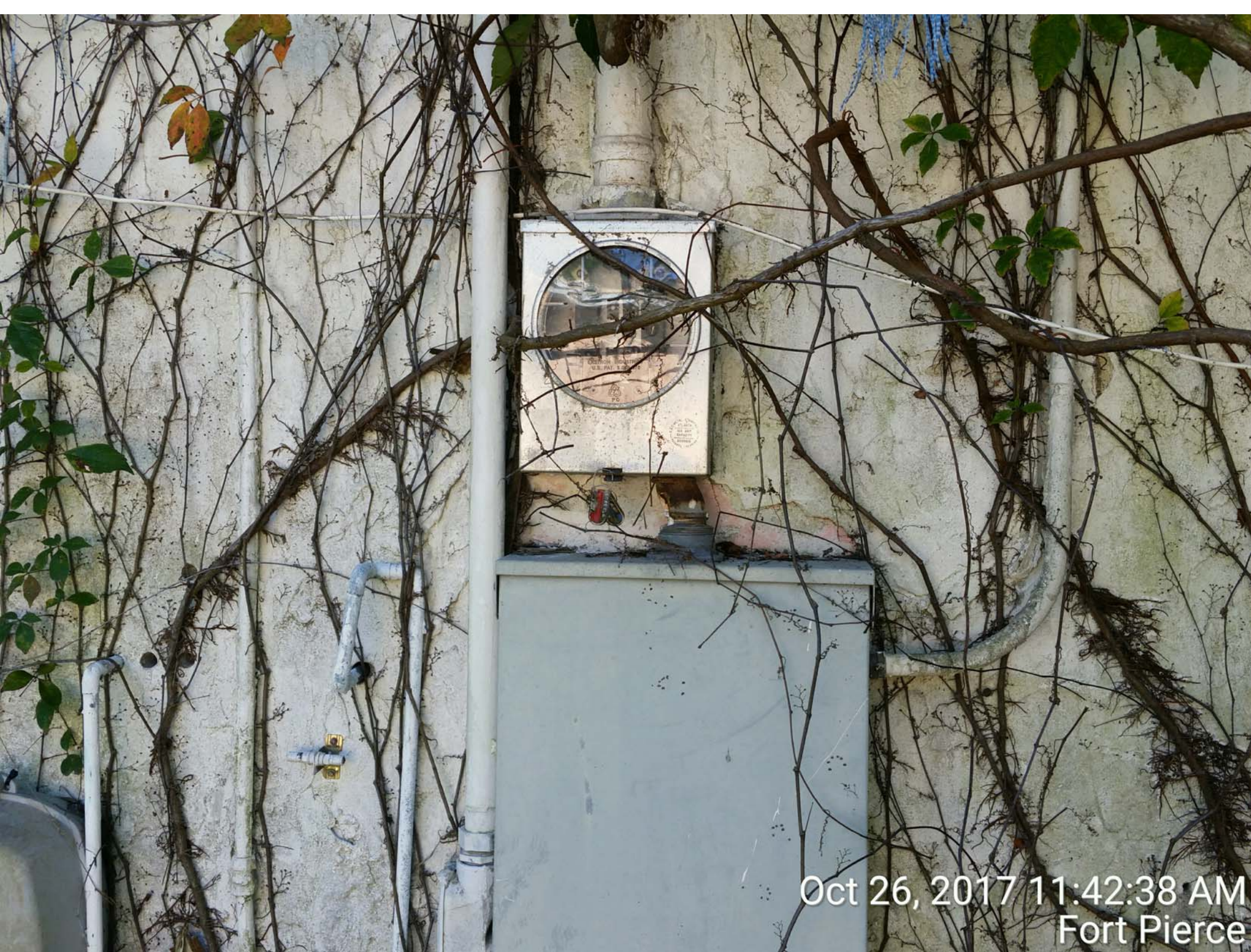
Authorized Signature:  \_\_\_\_\_  
Dustin Lee Beckford, President

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Proposal must be signed and returned before any demolition work will begin.

ACCEPTED:  
DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_



Oct 26, 2017 11:42:38 AM  
Fort Pierce



Oct 26, 2017 11:42:55 AM  
Fort Pierce



Oct 26, 2017 11:43:58 AM  
Fort Pierce



Oct 26, 2017 11:44:03 AM  
Fort Pierce



Oct 26, 2017 11:44:17 AM  
Fort Pierce



Oct 26, 2017 11:44:45 AM  
Fort Pierce



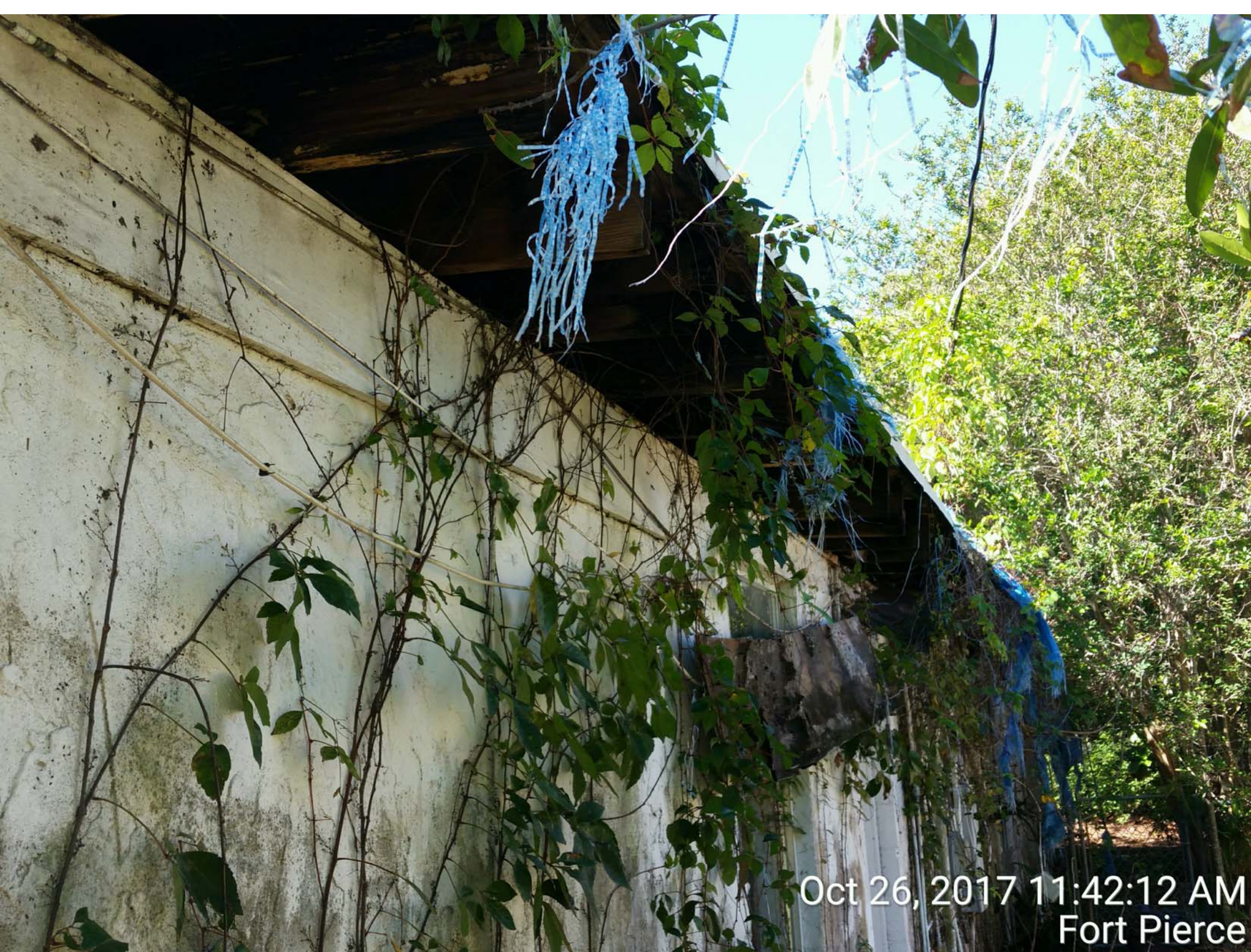
Oct 26, 2017 11:41:47 AM  
Fort Pierce



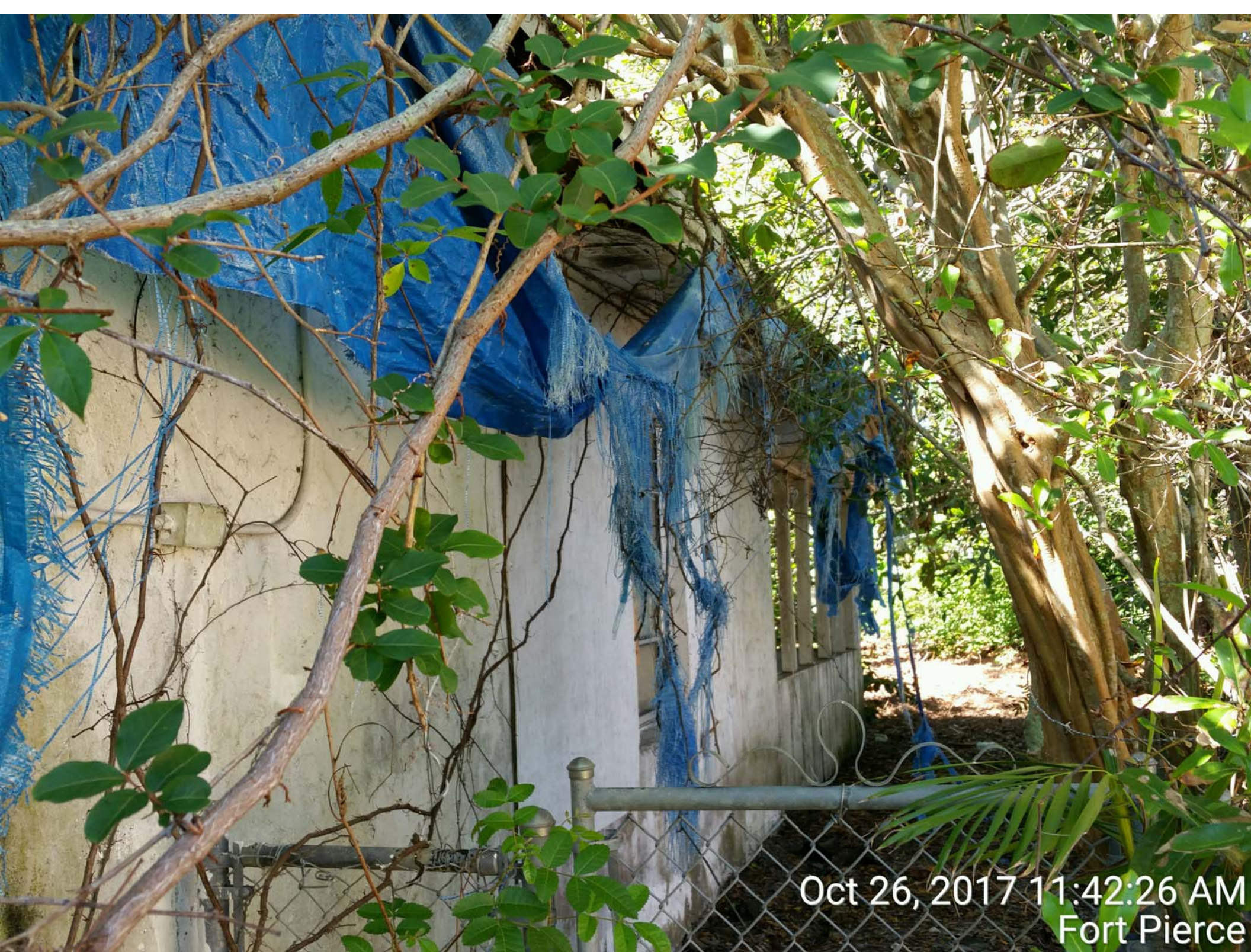
Oct 26, 2017 11:41:54 AM  
Fort Pierce



Oct 26, 2017 11:41:58 AM  
Fort Pierce



Oct 26, 2017 11:42:12 AM  
Fort Pierce



Oct 26, 2017 11:42:26 AM  
Fort Pierce



Oct 26, 2017 11:42:32 AM  
Fort Pierce







**CONDEMNED**  
**NOTICE TO VACATE**  
**BY THE CITY OF FORT PIERCE**

THIS BUILDING HAS BEEN DECLARED UNSAFE AND IS TO BE  
REMOVED BY THE CITY OF FORT PIERCE.

YOU ARE REQUIRED TO VACATE THIS PROPERTY IMMEDIATELY AND TO  
REMOVE ALL PERSONAL BELONGINGS FROM THE PROPERTY.

IF YOU DO NOT VACATE THIS PROPERTY IMMEDIATELY, THE CITY OF  
FORT PIERCE WILL REMOVE YOUR PERSONAL BELONGINGS FROM THE  
PROPERTY AT YOUR OWN RISK AND WITHOUT NOTICE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE  
CONTACT THE CITY OF FORT PIERCE AT (888) 374-7273.

DATE OF NOTICE: 11/11/2023  
CITY OF FORT PIERCE









































**City Commission Regular Meeting**

**12.b.**

**Meeting Date:** 12/03/2018

**Re:** Conditional Use - Florida Nexus Park - 2765 Peters Road

**Submitted For:** Rebecca Grohall, Director, Planning & Zoning

---

**SUBJECT:**

Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by the property owner, Crossroads Parkway FPI, LLC and the applicant, Harry Zuker, to allow the uses of Artisan, Cabinet Shops/Woodworking, Light Industrial Service, Catering Facility (Large Scale), Contractor/Others Performing Services Off-Site, Microbrewery, Research Service, and Wholesale Trade to be permitted at the Nexus Business Park located at 2765 Peters Road in Fort Pierce, Florida. The property is zoned General Commercial (C-3), Parcel ID: 2324-311-0005-000-1.

**SUMMARY:**

- The applicant is seeking to allow certain Conditional Uses to become permitted uses within the Florida Nexus Park. The uses are artisan, cabinet shops/woodworking, light industrial services, catering facilities (large scale), contractors/others performing services off-site, microbrewery, research service, and wholesale trade.
- The property is zoned C-3, General Commercial with a future land use of General Commercial.
- The building previously operated as the Manufacturer's Outlet Center and Florida Furniture Mart.
- The site consists of an existing 158,300 sq. ft. building with 59 commercial bays. Currently multiple bays are occupied by ten (10) businesses.

**RECOMMENDATION:**

Approval with the following Conditions:

- 1) Please ensure separation of uses; particularly the Police Athletic League from the other uses.
- 2) No outdoor storage, other than moving vehicles.

**ALTERNATIVES:**

- Approval with alternative conditions
- Denial

**RESPONSIBLE STAFF:**

Vennis Gilmore, Planning Analyst

**COORDINATED WITH:**

### **Fiscal Impact**

#### **OTHER INFORMATION:**

Potential Increase in Ad-Valorem Tax Revenue.

---

### **Attachments**

Staff Report  
Application  
Aerial Map  
Zoning Map  
Proposed Uses  
Business List  
Property Record Card  
TRC Comments  
Public Notification Certification  
Planning Board Minutes

---

### **Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	11/28/2018 08:55 AM
Form Started By: Vennis Gilmore		Started On: 11/21/2018 03:14 PM
Final Approval Date: 11/28/2018		



---

**TO:** Nicholas Mimms, PE, City Manager

**THROUGH:** Rebecca Grohall, AICP, Planning Director

**FROM:** Vennis Gilmore, Planning Analyst

**RE:** **Application for Conditional Use with No New Construction**  
**Florida Nexus Park**  
**2765 Peters Road**

**DATE:** November 23, 2018

---

### STAFF REPORT

**Owner/Applicant:** Harry Zuker, Manager  
Crossroads Plaza FPI, LLC  
4800 North Federal Highway #B-205  
Boca Raton, FL. 33431

**Applicant's Request:** Approval of a Conditional Use with No New Construction for the operation of multiple Conditional Uses

**Location:** 2765 Peters Road

**Parcel ID:** 2324-311-0005-000-1

**Current Zoning:** General Commercial Zone (C-3)

**Future Land Use:** General Commercial (GC)

**Surrounding Zoning:**

North	East	South	West
C-3	C-3	C-3	C-3

**Site Size:** 18.61 acres

**Utilities:** FPUA

## **Staff Analysis:**

### ***Request***

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use with No New Construction to allow for multiple conditional uses. The applicant is seeking to allow certain Conditional Uses to become permitted uses within the Florida Nexus Park. The uses are artisan, cabinet shops/woodworking, light industrial services, catering facilities (large scale), contractors/others performing services off-site, microbrewery, research service, and wholesale trade. The property is zoned C-3, General Commercial with a future land use of General Commercial.

The building previously operated as the Manufacturer's Outlet Center and Florida Furniture Mart. The City Commission, at their February 17, 2009 meeting, previously approved the use of a biotech research facility to operate at 2705-2823 Peters Road.

The property is located at the northeast corner of Crossroads Parkway and Peters Road. The subject property is surrounded by commercial uses to the north, east, south and west. The access points to the facility are indirectly off of Okeechobee Road and directly on Crossroads Parkway and Peters Road. The site consists of an existing 158,300 sq. ft. building with 59 commercial bays. Currently multiple bays are occupied by ten (10) businesses. The existing parking lot is located in the front of the building for parking with loading and unloading areas at the rear of the building. There are 726 parking spaces, which was parked at 1 space per 200 square feet for retail service establishment. The parking includes fifteen (15) handicapped parking spaces.

### ***Zoning & Land Use***

The subject site is located within the General Commercial Zone (C-3) district which is primarily intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead it should promote concentrations of commercial activities.

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

### **Conditional Use**

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. The use as presented features commercial aspects that are generally appropriate for commercial environments.

The authorization of a Conditional Use with No New Construction for subject multiple uses at 2765 Peters Road will provide an opportunity for consistency with current surrounding property uses as the use does not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare of the surrounding residential neighborhood.

### **Technical Review Committee**

All affected departments have reviewed the proposed Conditional Use with No New Construction with regards requirements of the City Code. Findings from the review by corresponding departments and any associated responses by the applicant are provided for viewing by the City Commission.

### **Property Owner Response Summary:**

A total of 19 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 November 13<sup>th</sup>, 2018 meeting, voted to recommend **approval** of the request.

### **Staff Recommendation**

The requested Conditional Use with No New Construction is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends the City Commission **approve** the request with the following conditions:

- 1) Please ensure separation of uses; particularly the Police Athletic League from the other uses.
- 2) No outdoor storage, other than moving vehicles.



### Conditional Use – No New Construction

Property address or Location 2705 Peters Rd. Florida Nexus Park  
 Parcel ID #(s) 2324-311-0005-000-1  
 Project description Add attached list of Conditional Uses to Permitted Uses

Crossroads Plaza FPI, LLC  
 Property Owner(s)  
4800N Federal Hwy. #B-205  
 Street Address  
Boca Raton FL 33431  
 City State Zip  
772-465-2000  
 Phone Number  
hzucker@comnetrealty.com  
 Email Address

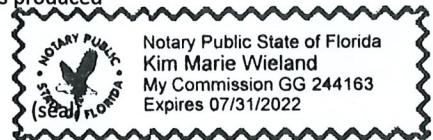
Harry Zuker, Manager  
 Applicant/Representative, Title, Company  
SAME  
 Street Address  
 City State Zip  
 Phone Number  
 Email Address

*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.*

[Signature]  
 Property Owner(s) Signature(s)

STATE OF FLORIDA COUNTY PALM BEACH  
 The foregoing instrument was acknowledged before me this 26 day of SEPTEMBER, 2018, by  
HARRY ZUKER who is personally known to me or has produced  
 \_\_\_\_\_ as identification.

[Signature]  
 Signature of Notary

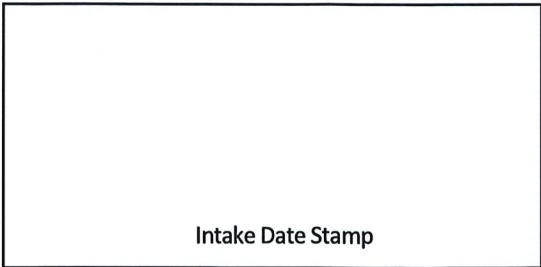


**INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729**

**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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**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 \_\_\_\_\_ Parking Spaces: \_\_\_\_\_

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


North	South	East	West

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**



 Subject Site

Kings Highway

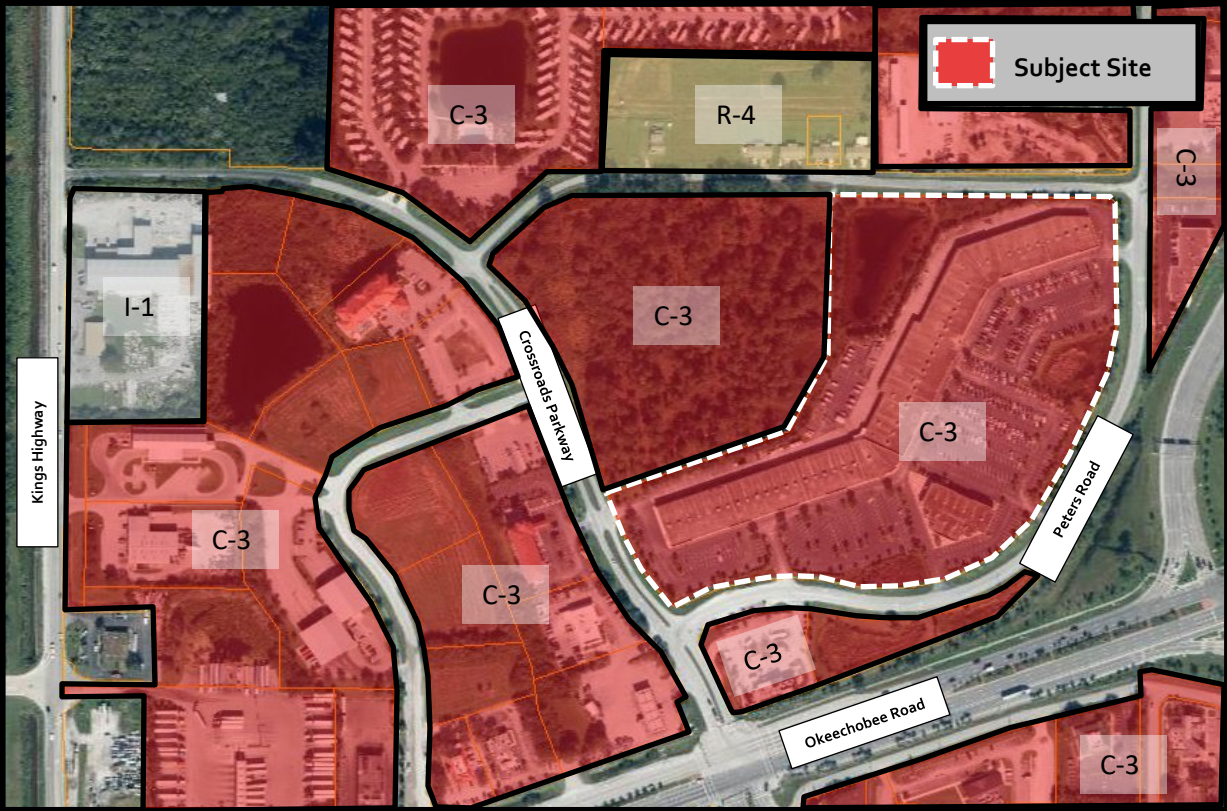
Coseroads Parkway

Peters Road

Okeechobee Road

Application for Conditional Use  
Nexus Business Park  
Aerial Map





Application for Conditional Use  
Nexus Business Park  
Zoning Map



## CONDITIONAL USE – NO NEW CONSTRUCTION

The following Conditional Uses are added to the existing C-3 zoning uses as Permitted Uses at Florida Nexus Park, 2705 Peters Road, Fort Pierce, FL 34945:

### INDUSTRIAL:

Artisan

Cabinet Shops, Woodworking

Light Industrial Service

Catering Facility, Large Scale

Contractor/Others Performing Services Off-Site

Microbrewery

Research Service

Wholesale Trade

FLORIDA NEXUS PARK  
BAY SIZES

<u>BAY #</u>	<u>SQ. FT.</u>	<u>TOTAL</u>	
1-10	25,000		Vacant
11-13	7,500		Vacant
14-15	3,800		Vacant
16	3,700		Corradino
17-18	5,000	Temporary	Backus Museum
19-20	5,000		GB Tech
21-28	28,452		Comcast
29-36	21,422		Maximus
37	2,500	Mgmt. Office	Vacant
38 - 42	19,689		Bee Electronics
43	2,500		Vacant
44-45	4,062		Maximus
46	3,500		Vacant
47-48	5,000		PAL
49	2,400		Carnahan
50-51	4,025		Drawdy Concrete
<u>OUTPARCEL BUILDING</u>			
52-59	11,442		52-59

**Property Identification**

Site Address: 2765 PETERS RD  
 Parcel ID: 2324-311-0005-000-1  
 Account #: 128079  
 Map ID: 23/24S  
 Use Type: 1700  
 Zoning: C3  
 City/County: Fort Pierce

**Ownership**

Crossroads Plaza FPI LLC  
 4800 N Fed Hwy Ste B-205  
 Boca Raton, FL 33431

**Legal Description**

24 35 39 COMM NE COR OF SW 1/4 RUN N 89 DEG 41 MIN 32 SEC W 768.20 FT, TH S 00 DEG 18 MIN 28 SEC W 45 FT TO SLY R/W ANDREWS AV AND POB, TH S 89 DEG 41 MIN 32 SEC E ALG SD SLY R/W 683.72 FT TO PC CONC SW, CA 89 DEG 36 MIN 19 SEC, R OF 30 FT, CB S 44 DEG 53MIN 22 SEC E, TH ALG SD CURVE 46.92 FT TO WLY R/W PETERS RD, THS 00 DEG 05 MIN 03 SEC E ALG WLYR/W 261.67 FT TO PC CONC WLY, CA OF 26 DEG 42 MIN 20 SEC, R OF 560FT, CB S 13 DEG 15 MIN 57 SEC W, TH SWLY ALG ARC OF SD CURVE 261.02 FT, TH S 26 DEG 37 MIN 08 SEC W 235 FT TO PC CONC N, CA 77 DEG 16 MIN 03 SEC, R OF 435 FT, CBS 65 DEG 15 MIN 09 SEC W, TH SWLYALG ARC OF SD CURVE 586.63 FT TOA PT OF REV CURVE CONC SLY, CA OF 45 DEG 27 MIN 09 SEC, R OF 515 FT, CB S 81 DEG 09 MIN 36 SEC W, TH NELY ALG ARC OF SD CURVE 408.55 FT TO PT OF CURVE CONC N, CA OF 80 DEG 06 MIN 22 SEC, CB N 81 DEG 30 MIN 48 SEC W, R OF 30FT, TH ALG ARC OF SD CURVE 41.94 FT TO ELY R/W ENTRY BV AND PT OF CURVE CONC NELY WITH CA 21 DEG 31 MIN 01 SEC, R OF 625 FT, TH NWLY ALG ARC OF SD CURVE 234.71 FT, TH N 19 DEG 56 MIN 35 SEC W 100.87 FT, TH N 70 DEG 04 MIN 02 SEC E 459.41 FT, TH N 25 DEG 04 MIN 02 SEC E 226.43 FT, TH N 00 DEG 18 MIN 28 SEC E 405.04 FT TOPOB. BEING PART OF VAC VILLA VISTA S/D AS IN PB 6 PG 27 (18.61 AC) (OR 2851-331)



**Total Areas**

Finished/Under Air (SF): 158,300  
 Gross Area (SF): 174,927  
 Land Size (acres): 18.61  
 Land Size (SF): 810,651.6

**Current Values**

Just/Market Value: \$5,033,000  
 Assessed Value: \$5,033,000  
 Exemptions: \$0  
 Taxable Value: \$5,033,000

Taxes for this parcel: [SLC Tax Collector's Office](#)

Download TRIM for this parcel: [Download PDF](#)

**Sale History**

Date: Jun 16, 2007  
 Book/Page: 2851 / 0331  
 Sale Code: XX02  
 Deed: SP  
 Grantor: Florida Furniture Mart Inc  
 Price: \$11,500,000

Date: Aug 13, 2003  
 Book/Page: 1775 / 2405  
 Sale Code: XX02  
 Deed: WD  
 Grantor: Russell Development Corp  
 Price: \$4,500,000



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Crossroads Plaza FPI, LLC  
4800 N Federal Highway  
#B-205  
Boca Raton, FL. 33431

**Re: Conditional Use – Florida Nexus Park – 2705 Peters Road**

---

Dear Crossroads Plaza FPI, Inc.,

The following are comments from the Planning Department's review of the application for the Conditional Use Application **(Please Provide a Written Response to all responsible Departments)**:

**1) Please ensure separation of uses; particularly the Police Athletic League from the other uses.**

**2) No Outdoor Storage**

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](mailto:vgilmore@city-ftpierce.com).

Sincerely,

Vennis Gilmore  
Planning Analyst



THE SUNRISE CITY  
**FORT PIERCE**  
 ENGINEERING  
 DEPARTMENT

*Florida*



**To : Vennis Gilmore, Planning Analyst**

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

*JRA*

**RE : Florida Nexus Park – 2705 Peters Road  
 Temporary Use and Conditional Use  
 TRC No. 18-04000018**

**DATE : October 12, 2018**

This is to advise you that we have completed the review of the following documents as received by this office on October 4, 2018:

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

Based on our reviews and appropriate site final inspection, we

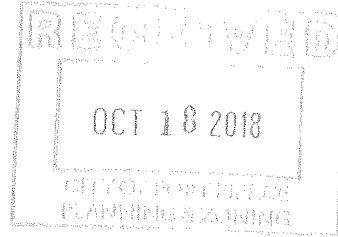
- |   |   |                              |
|---|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend             | <input type="checkbox"/> Do Not Recommend |                              |
| <input checked="" type="checkbox"/> Approval of Site Plan | <input type="checkbox"/> Building Permit  | <input type="checkbox"/> C/O |

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

See attached for engineering comments  
 JRA/TST/tst

**BUILDING DEPARTMENT  
TECHNICAL REVIEW COMMITTEE (TRC)  
COMMENT FORM**

Meeting Date: October 18, 2018  
 Property Address: 2705 Peters Road – Temp. Use & Cond. Use  
 Property Name: Florida Nexus Park  
 Project Name:  
 Planner: Vennis Gilmore

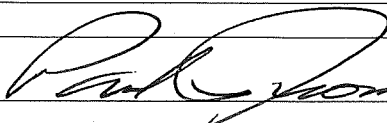


**Please be advised that the project may trigger the requirements indicated below:**

- 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 6<sup>th</sup> 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:

10/18/18

Good Morning Alicia,

County engineering does not have any comments for the projects on this agenda at this time. We will reserve any comments until a development plan is proposed.

Thank you,

**Grant Chambers, P.E.**



St. Lucie County Engineering Division

2300 Virginia Ave., Rm. 229

Fort Pierce, FL 34982

Direct: (772) 462-2741 w Main: (772) 462-1707 w Fax: (772) 462-2362

Email: [chambersg@stlucieco.org](mailto:chambersg@stlucieco.org) w Website: [www.stlucieco.org](http://www.stlucieco.org)

Good afternoon,

Below are FPUA comments regarding the submission for the TRC Meeting on October 18, 2018.

- b. Temporary Use & Conditional Use – Florida Nexus Park – 2705 Peters Road - Vennis Gilmore
- W/WW Engineering: FPUA has water and sewer services readily available to serve this facility. One of the temporary and conditional use based on the permit application includes a large scale catering business, however, this location does not have a grease interceptor and would require one to be able to house any such business.
  - Electric & Gas Engineering: No comment

Thank you

Regards,

Martha Kerr

*Staff Assistant*

*W/WW Engineering Department*

*Fort Pierce Utilities Authority*

*1701 S. 37<sup>th</sup> Street*

*Fort Pierce, FL 34947*

*Telephone: (772) 466-1600, Ext. 3473*

*Fax: (772) 468-2414*

[mkerr@fpu.com](mailto:mkerr@fpu.com)

**From:** SANDERS, MARVIN E.

**Sent:** Friday, October 12, 2018 2:03 PM

**To:** Brandon Creagan

**Cc:** Rebecca Grohall

**Subject:** 18-04000018 FL Nexus Park Temp Use 2705 Peter Rd. Temp & Conditional Use

The School District does not have any comments or concerns regarding the project.

Please feel free to call me if you have any questions.

Marty E. Sanders, P.E.

Growth Management, Land Acquisition & Inter-Governmental Relations

School Board of St. Lucie County

Temporary office

582 NW University Blvd., Ste 500

Port St. Lucie, FL 34986

cell 772.216.5755



PUBLIC WORKS  
ENGINEERING DIVISION  
DEVELOPMENT REVIEW  
COMMITTEE

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**October 16th, 2018**

**Project:** Florida Nexus Park  
**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) No comments.

***Rod Reed, County Surveyor***

*St. Lucie County, Fl.  
2300 Virginia Avenue  
Ft. Pierce, Fl. 34982-5652  
[www.stlucieco.org](http://www.stlucieco.org)  
Ph. (772) 462-1721  
E-mail [reedr@stlucieco.org](mailto:reedr@stlucieco.org)*



ST. LUCIE COUNTY  
PLANNING & DEVELOPMENT SERVICES  
TECHNICAL REVIEW LETTER

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**TO:** Vennis Gilmore, Planning Analyst

**FROM:** Kori Benton, Senior Planner

**DATE:** October 18, 2018

**SUBJECT:** **Temporary Use & Conditional Use – Florida Nexus Park – 2705 Peters Road**

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The St. Lucie County Planning & Development Services Department has completed a review of the September 6, 2018 distribution of Technical Review Project# 18-04000018.

**Background**

The applicant is seeking approval of a Temporary Use & Conditional Use located at 2705 Peters Road. The parcel currently has a zoning of C3, General Commercial and a Future Land Use of GC, General Commercial. The applicant would like to allow certain Conditional Uses to become permitted uses within the Florida Nexus Park. The uses are artisan, cabinet shops/woodworking, light industrial services, catering facility (large scale), contractors/others performing services offsite, microbrewery, research service, and whole sale trade. The applicant is also requesting a temporary use to allow these uses to operate with-in the plaza while this project is going through the Conditional Use process. The complex contains 158,300 square feet of floor area, some of which appears to be occupied.

**Review Comments**

- 1) What is the requested length of time for the Temporary Use application?
- 2) How long would the Conditional Use authorization be valid? If specifically approved uses, within the condition use request, are not established within one (1) year will the approval expire?
- 3) For uses such as Light Industrial Service and Contractors/Others Performing Services Off-Site, will the uses remain subject to standards of the C-3 district pertaining to outdoor storage, etc.?

Please contact me at 772-462-2518 if you have any questions or would like to discuss the presented comments.



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*

TO : Vennis Gilmore , Planner  
FROM : Janey Vanderhorst, Code Compliance Supervisor  
SUBJECT : TRC # 18-04000018 – 2705 (2765) Peters Rd  
DATE : October 18, 2018

Code Enforcement has the following comments:

1. No active cases on parcel # 2324- 311- 0005 – 000 -1, so no comments.



**PUBLIC NOTIFICATION CERTIFICATION**

**PROJECT NAME:** Conditional Use - Florida Nexus Park - 2765 Peters Road

**NOTICES PROVIDED PURSUANT TO:** City Code Section 22-143. Public Hearings A,B,C, & D

**NOTICE BY NEWSPAPER:** November 18th, 2018

**NOTICE BY MAIL:** November 22nd, 2018

**NOTICE BY SIGNS:** Planning Board - November 8th, 2018; City Commission - November 22nd, 2018

**VERIFIED BY:** Vennis Gilmore

**TITLE:** Planning Analyst

**SIGNATURE:**

**DATE:** November 23rd, 2018

# DRAFT



## CITY OF FORT PIERCE PLANNING BOARD

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### Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, **NOVEMBER 14, 2018**, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Present: **Tim O'Connell; Jovona Parker; Michael Broderick; Gloria Johnson-Scott; Bob Burdge; Brian Paul; Frank Creyaufmiller, Chairman**

Staff Present: **Benjamin Bryan, Interim City Attorney  
Rebecca Grohall, Planning Director  
Rebeca Guerra, Assistant Planning Director  
Brandon Creagan, Planner  
Alicia Rosenthal, Executive Assistant**

4. **CONSIDERATION OF ABSENCES**

All members were in attendance.

5. **APPROVAL OF MINUTES**

- a. Minutes from the October 9, 2018 meeting

**Motion was made by Michael Broderick, and seconded by Tim O'Connell to approve the minutes from the October 9, 2018 meeting.**

**AYE: Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Brian Paul, Tim O'Connell, Jovona Parker, Chairman Frank Creyaufmiller**

Passed

6. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **Future Land Use Map Amendment - We Buy Scrap - 1237 Grose Road and 3340 Enterprise Road**

Mr. Creagan gave an overview of the application and answered questions from the Board on the zoning classification and use from 2007.

Jim Frogner, Agent for the Property Owner and We Buy Scrap, stated there was an inconsistency with the land use and zoning and they are trying to get consistent with the Comprehensive Plan.

**Motion was made by Tim O'Connell, and seconded by Michael Broderick to forward a recommendation of approval to the City Commission.**

**AYE: Gloria Johnson-Scott, Bob Burdge, Brian Paul, Tim O'Connell, Jovona Parker, Michael Broderick, Chairman Frank Creyaufmiller**

Passed

**7. NEW BUSINESS**

a. **Conditional Use - RG Towers - 2006 Orange Avenue**

Mr. Creagan gave an overview of the application and answered questions from the Board on the bus shelter, concrete wall, landscaping, prior submittal, original project rejection by City Commission and the Peacock Arts District boundaries.

Holly Valdez, Vice-President of Operations for RG Towers, explained the last proposal was for a standard 150 foot monopole and this proposal is for a 130 foot stealth tower. Ms Valdez answered questions from the Board on landscaping, leased space size and irrigation.

Scott Richard, CEO of RG Towers, explained it is costly to go from a monopole to a stealth tower and RG Towers would like to give a flat contribution of \$10,000 to the city, instead of installing a bus shelter and bike rack at another location. Mr. Richards stated they would also like multiple indemnification on the mural painting for liability purposes.

Board discussion ensued on painting a mural on a concrete wall versus a board on board fence.

Ms. Grohall informed the Board that the City Commission talked about a more cohesive and palatable look for the Lincoln Park area and Peacock Arts District.

Chairman Creyaufmiller said the cell tower benefits the community by providing better communication and benefit of services. Chairman Creyaufmiller stated that putting the bike fix it station and bus shelter at different locations is unreasonable and the applicant is incurring additional cost increases due to the stealth tower.

Ms. Parker stated she agrees with painting the mural on a wall and the beautification going on in the Lincoln Park area.

Mr. Burdge stated he hopes Fort Pierce is a business friendly city and he said the financial contribution from the applicant is not necessary.

Ms. Grohall stated the sidewalks are a requirement of site plans and the City Commission has the final option whether to have the applicant build a sidewalk or have the city provide a sidewalk connection.

Ms. Johnson Scott was concerned that the community is not gaining from the sidewalks, bus shelter and bike fix it station since it will not be located at the site.

Mr. Broderick suggested to keep improvements to the site and strike conditions 2 and 3 since they are not applicable to the site. He also suggested to diminish some of the landscaping to see the mural.

Scott Richards, CEO RG Towers, stated the cell tower will allow the community to use cell phones in buildings, have better connectivity, and police cameras can be put on the tower for life safety.

Mr. Burdge stated he would like to see the concrete wall around the entire property.

Ms. Grohall stated she would work with the applicant to come up with better landscaping options.

After the vote, Ms. Parker explained she voted no because of the impact to the neighborhood and the proximity to the Lincoln Park revitalization.

Ms. Johnson Scott stated she voted no because the sidewalk was not included in the motion.

**Motion was made by Bob Burdge, and seconded by Michael Broderick to forward a recommendation of approval for the Conditional Use with New Construction & Design Review to the City Commission with the following condition:**

**1. The applicant sign the City's Mural Agreement & coordinate with the Grants Administration Division regarding their mural program for the proposed public art space on a 6 foot concrete fence before the City Commission meeting and that the landscaping be adjusted in regards to the concrete fence versus the wooden fence.**

**AYE: Bob Burdge, Brian Paul, Tim O'Connell, Michael Broderick, Chairman Frank Creyaufmiller**

**NAY: Jovona Parker, Gloria Johnson-Scott**

Passed

**b. Conditional Use - Florida Nexus Park - 2765 Peters Road**

Mr. Creagan gave an overview of the application and answered questions from the Board on the vacancies and current tenants at Florida Nexus Park.

Harry Zuker, Managing Partner of the Property, stated they have battled greatly to keep 60% occupancy and he would like to broaden the horizon for tenants and still keep the property as a corporate business park.

**Motion was made by Michael Broderick, and seconded by Jovona Parker to forward a recommendation to approve the request with the following conditions:**

**1) Please ensure separation of uses; particularly safeguarding the participants of Police Athletic League from the fabrication/light industrial uses.**

**2) No outdoor storage of materials.**

**AYE: Brian Paul, Tim O'Connell, Jovona Parker, Michael Broderick, Gloria Johnson-Scott, Bob Burdge, Chairman Frank Creyaufmiller**

Passed

## **8. BOARD COMMENTS**

The Board discussed why it is important to know when a Board member votes no on a project. Ms. Grohall stated it informs City Commission, benefits the staff and the applicant.

Ms Johnson-Scott ask the outcome of the agreement search from the Lyman's for the Einstein project. Ms. Grohall stated an exhaustive search turned up no agreement.

Chairman Creyaufmiller explained the procedure on why the vote was made on the secretary at the last meeting.

Ms. Grohall introduced the Planning department's new Assistant Planning Director, Rebeca Guerra.

Mr. Burdge asked staff for an update on the new design for the Conditional Use and Rezoning signs.

Chairman Creyaufmiller ask for an updated Board member list be sent to all Planning Board members.

## **9. ADJOURNMENT**

**City Commission Regular Meeting**

**12.c.**

**Meeting Date:** 12/03/2018

**Re:** Ordinance No. 18-038, Amending Code Section 13-27

**Submitted For:** Johnna Morris, Finance Director, Finance Department

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**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. SECOND 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

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**Fiscal Impact**

**Budgeted Y/N:** N

**Fiscal Year:** 2019

**OTHER INFORMATION:**

See attached Ordinance

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**Attachments**

Ordinance No. 18-038

Proof of Publication

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**Form Review**

**Inbox**

Finance Department

City Manager

Form Started By: Queen Thompkins

**Reviewed By**

Johnna Morris

Nick Mimms

**Date**

11/06/2018 01:57 PM

11/14/2018 03:44 PM

Started On: 11/05/2018 02:07 PM

Final Approval Date: 11/21/2018

**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 3<sup>rd</sup> day of December, 2018.

ATTEST

\_\_\_\_\_  
Linda Hudson  
MAYOR COMMISSIONER

\_\_\_\_\_  
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  
 personally known to me or  
 who has produced \_\_\_\_\_ as identification.

Karol E Kangas  
 Karol Kangas Notary Public



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.d.**

**Meeting Date:** 12/03/2018

**Re:** Rezoning - Civic Professionals Plaza - 2201 S. 25th Street

**Submitted For:** Rebecca Grohall, Director, Planning & Zoning

---

**SUBJECT:**

Legislative 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](#). SECOND READING

**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

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## 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  
Applicant Exhibit

---

## 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: 11/21/2018		



**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

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**STAFF REPORT**

**Property Owner:** Autz, Inc. A New York Company  
 375 Beverly Rd  
 Douglaston, NY 11365

**Applicant:** Mark Youssef  
 445 21<sup>st</sup> 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. 25<sup>th</sup> 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

**Surrounding Zoning**

**Surrounding FLU:**

North	East	South	West
C-1/R3	OS1	C-1/R-4	R-4
OP/RL	INST	OP/RM	RM

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**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. 25<sup>th</sup> 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 9<sup>th</sup>, 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 25<sup>th</sup> 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:

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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 3<sup>rd</sup> day of December, 2018.

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Linda Hudson  
Mayor Commissioner

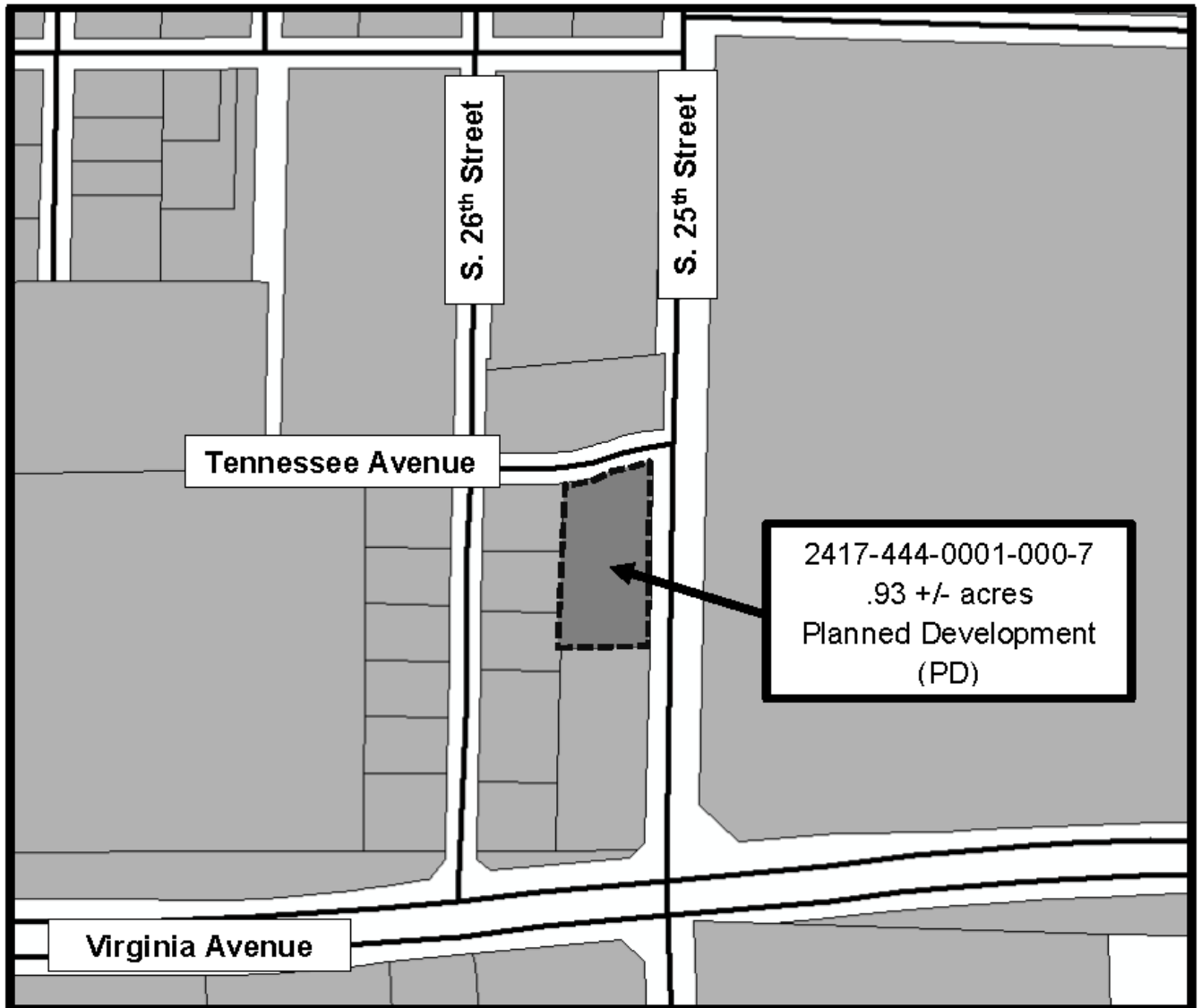
ATTEST:

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Linda W. Cox  
City Clerk

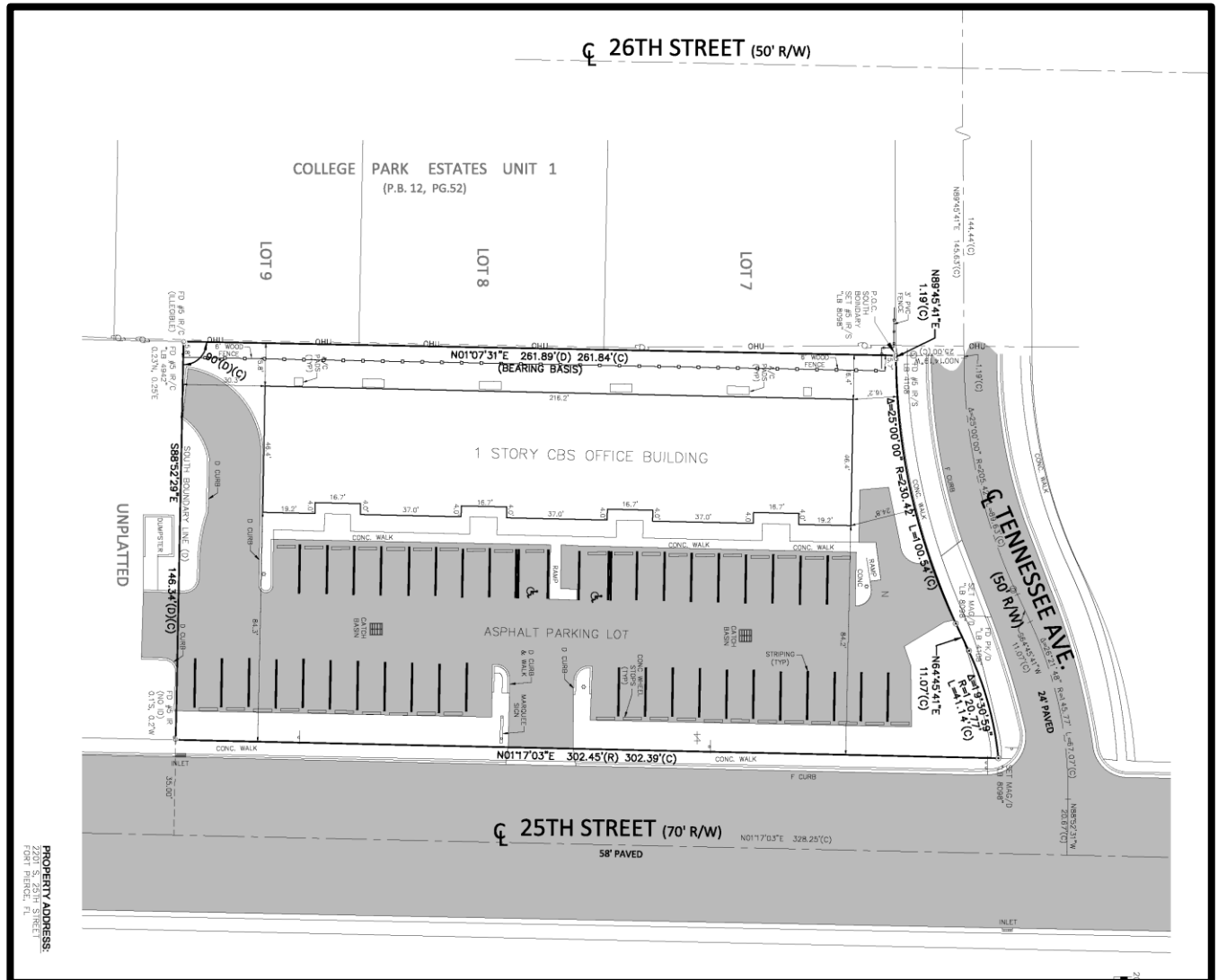
(CITY SEAL)

**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**

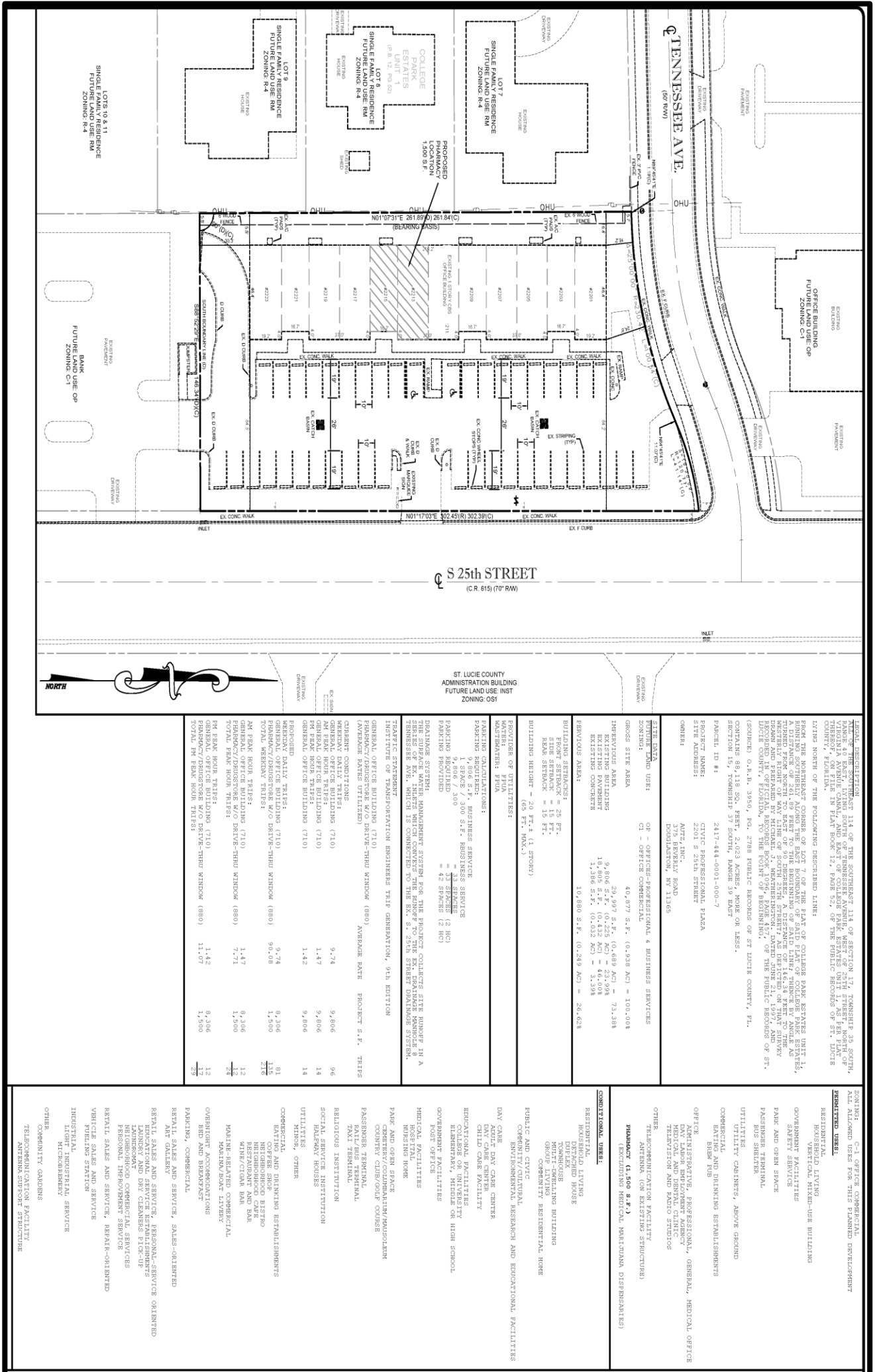
From and after the effective date hereof, the following properties legally described as:

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.

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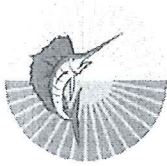
Exhibit C  
Planned Development



ST LUCIE COUNTY ADMINISTRATION BUILDING  
FUTURE LAND USE INST  
ZONING: OS1

<p>TRAFFIC STATEMENT</p> <p>INSTITUTE OF TRANSPORTATION ENGINEERS THIRD EDITION</p> <p>GENERAL OFFICE BUILDING (710)</p> <p>PAVANA/CY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)</p> <p>(AVERAGE DATES UTILIZED)</p> <p>CHARTER CONDITIONS</p> <p>GENERAL OFFICE BUILDING (710)</p> <p>AM PEAK HOUR TRIPS: 1.47</p> <p>PM PEAK HOUR TRIPS: 1.47</p> <p>GENERAL OFFICE BUILDING (710)</p> <p>AM PEAK HOUR TRIPS: 1.42</p> <p>PM PEAK HOUR TRIPS: 1.42</p> <p>PHOTOBOOTH</p> <p>RECREATION CENTER (710)</p> <p>GENERAL OFFICE BUILDING (710)</p> <p>PAVANA/CY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)</p> <p>TOTAL WEEKDAY TRIPS: 9.74</p> <p>AM PEAK HOUR TRIPS: 1.47</p> <p>GENERAL OFFICE BUILDING (710)</p> <p>PAVANA/CY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)</p> <p>TOTAL WEEKEND TRIPS: 9.08</p> <p>AM PEAK HOUR TRIPS: 1.47</p> <p>GENERAL OFFICE BUILDING (710)</p> <p>PAVANA/CY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)</p> <p>TOTAL PEAK HOUR TRIPS: 1.47</p> <p>PM PEAK HOUR TRIPS: 1.47</p> <p>GENERAL OFFICE BUILDING (710)</p> <p>PAVANA/CY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)</p> <p>TOTAL PEAK HOUR TRIPS: 1.42</p> <p>AM PEAK HOUR TRIPS: 1.42</p> <p>GENERAL OFFICE BUILDING (710)</p> <p>PAVANA/CY/DRUGSTORE W/O DRIVE-THRU WINDOW (880)</p> <p>TOTAL PEAK HOUR TRIPS: 1.42</p>	<p>AVERAGE DATE</p> <p>PROJECT S.F.</p> <p>TRIPS</p> <p>9.74</p> <p>9,806</p> <p>96</p> <p>1.47</p> <p>9,806</p> <p>14</p> <p>1.42</p> <p>9,806</p> <p>14</p> <p>9.74</p> <p>9,306</p> <p>81</p> <p>1.47</p> <p>9,306</p> <p>138</p> <p>1.47</p> <p>9,306</p> <p>12</p> <p>1.42</p> <p>9,306</p> <p>12</p>
---	--

<p>CONTRIBUTORIAL USES:</p> <p>COMMERCIAL</p> <p>OFFICE</p> <p>INVESTIGATIVE, PROFESSIONAL, GENERAL, MEDICAL OFFICE</p> <p>DAY LABOR EMPLOYMENT AGENCY</p> <p>MEDICAL AND DENTAL CLINIC</p> <p>REPAIR/RENTAL AND SERVICE</p> <p>OTHER TELECOMMUNICATION FACILITY</p> <p>ANTENNA (ON EXISTING STRUCTURE)</p> <p>PHARMACY (1,500 S.F.)</p> <p>(EXCLUDING MEDICAL MARIJUANA DISPENSARIES)</p>	<p>ZONING: C-1 OFFICE COMMERCIAL</p> <p>ALL PLANNED USES PER THIS PLANNED DEVELOPMENT</p> <p>RESIDENTIAL USES:</p> <p>HOUSING</p> <p>VERTICAL MIXED-USE BUILDING</p> <p>RESIDENTIAL</p> <p>GOVERNMENT FACILITIES</p> <p>SAFETY SERVICE</p> <p>PARK AND OPEN SPACE</p> <p>PASSENGER TERMINAL</p> <p>BUS SHELTER</p> <p>UTILITIES</p> <p>UTILITY CABINETS, ABOVE GROUND</p> <p>COMMERCIAL</p> <p>EATING AND DRINKING ESTABLISHMENTS</p> <p>REPAIR SHOP</p> <p>OFFICE</p> <p>INVESTIGATIVE, PROFESSIONAL, GENERAL, MEDICAL OFFICE</p> <p>DAY LABOR EMPLOYMENT AGENCY</p> <p>MEDICAL AND DENTAL CLINIC</p> <p>REPAIR/RENTAL AND SERVICE</p> <p>OTHER TELECOMMUNICATION FACILITY</p> <p>ANTENNA (ON EXISTING STRUCTURE)</p> <p>PHARMACY (1,500 S.F.)</p> <p>(EXCLUDING MEDICAL MARIJUANA DISPENSARIES)</p>
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## Application for Zoning Atlas Map Amendment

### Application submission shall include the following:

- **TRC (\*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

### In addition to a complete application, packets shall include:

- Warranty Deed & Legal Description
- St. Lucie County Property Record Card
- Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- Current Survey
- Environmental Study
- Traffic Impact Report
- \*\*\* Capacity Analysis-Separate Form
- Drainage Analysis
- Historical Report
- 1 CD of all documents submitted in PDF
- Other \_\_\_\_\_

1. Property Address/Location: 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
<b>North</b>	ROW (Tennessee Ave)	ROW	ROW
<b>South</b>	Office / Commercial	OP & RM	C1 & R4
<b>East</b>	ROW (25th Street)	ROW	ROW
<b>West</b>	Residential	RM	R4

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
<b>Current</b>	OP	C-1	N/A	0.93	X
<b>Proposed</b>	OP	PD	N/A	0.93	N/A

**II. Public Facilities Information:**

<b>A. Potable Water:</b>	
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
<b>Change in Demand</b>	<b>Total gallons per day Zero</b>

<b>B. Wastewater:</b>	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) No additional sf proposed. Change Other: 0.1 gallons per day per square foot in use only.
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
<b>Change in Demand</b>	<b>Total gallons per day Zero</b>

<b>C. Parks and Recreation (Residential Classifications Only):</b> 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			

<b>D. Public Schools (Residential Classifications Only):</b> Single Family: (du x 0.405 = students/70% K-8/30% High) Multi-family: (du x 0.207 = students/70% K-8/30% High)		
	<b>K-8</b>	<b>High</b>
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

<b>E. Solid Waste:</b> 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)

<b>Impact</b>	No additional sf proposed. Change in use only.
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**III. Transportation Analysis**

<b>G. Traffic</b>		
Most recent ITE Code for use; HCM Roadway Capacity		
	<b>AADT</b>	<b>AM/PM Peak Hour Trips</b>
<b>Demand Analysis</b>	Maximum	Maximum
<b>Current Zoning</b>	96	14 / 14
<b>Proposed Zoning</b>	216	24 / 29
<b>Change in Demand</b>	Trips 120 increase	Trips 10 / 15 increase
<b>Impact to Capacity</b>		

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

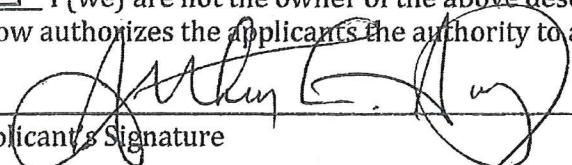
14. Name of Representative: Brad Currie, AICP, Engineering Design & Construction, Inc.  
 Mailing Address: 10250 SW Village Parkway, Ste 201  
 City Port St. Lucie State FL Zip 34987  
 Phone # 772-462-2455 Fax # 772-408-4208  
 E-mail: bradcurrie@edc-inc.com

**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.

 8/13/18  
 Applicant's Signature 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

*Arthur Autz*

*8/13/18*

STATE OF FLORIDA)  
ST LUCIE COUNTY)

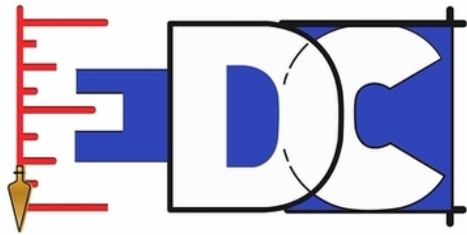
The foregoing instrument was acknowledged before me this 13 day of Aug., 2018, by Arthur Autz who is personally known to me or has produced disbursement identification.

Signature of Notary

*Evam Schauder*

EVAN S SCHAUDER  
Notary Public - State of New York  
NO. 01SC6245865  
Qualified in Nassau County  
My Commission Expires 8-8-2019

<b>OFFICE USE:</b>		
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. 25<sup>th</sup> 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. 25<sup>th</sup> 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. 25<sup>th</sup> 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. 25 <sup>th</sup> 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 25<sup>th</sup> 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.

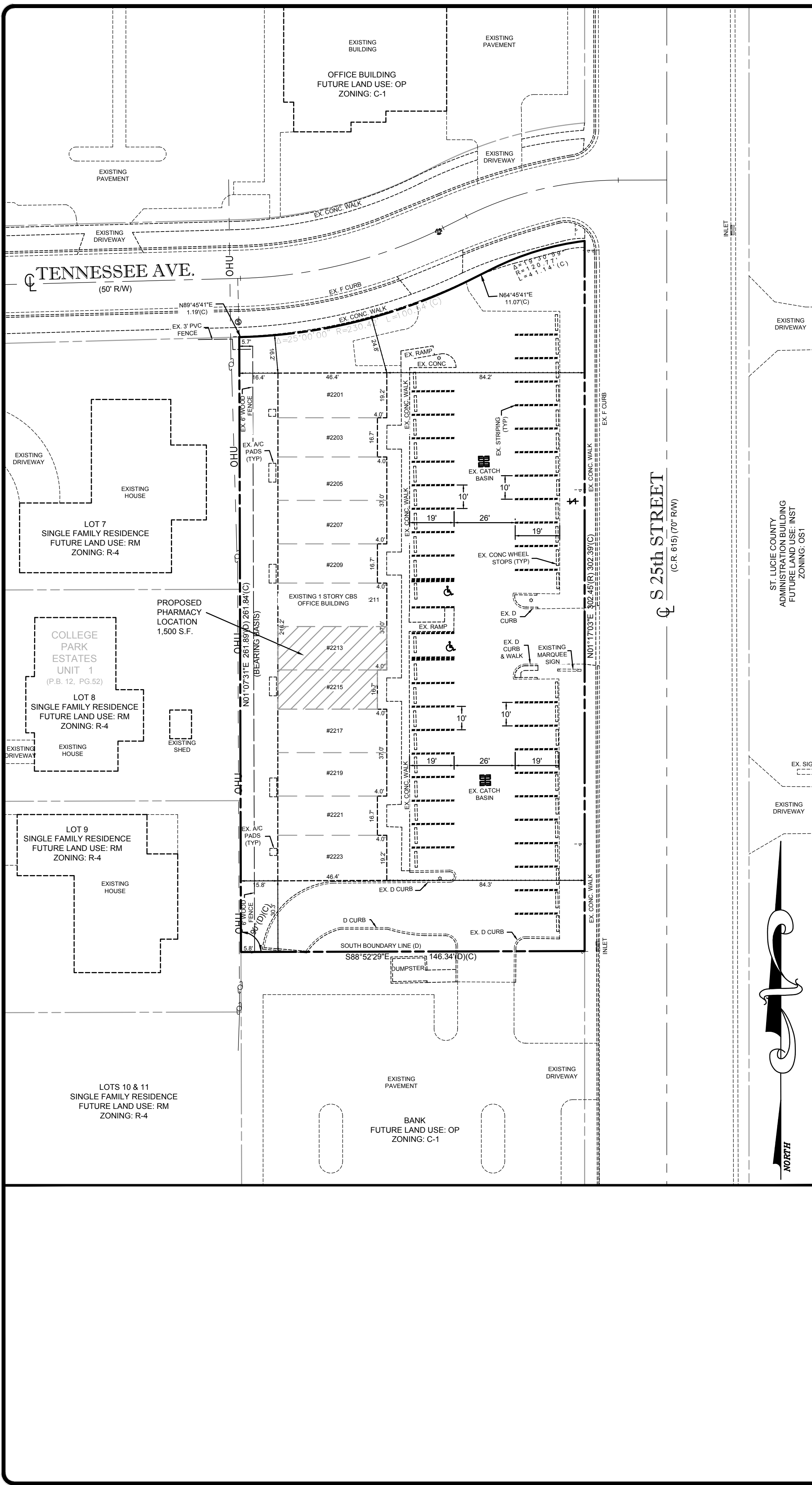
### **AMENDMENT REQUIREMENTS**

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

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE. IT 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.



**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: AUTZ, INC.  
 375 BEVERLY ROAD  
 DOUGLASSTON, 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%

PREVIOUS 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. ± (3 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. BUSINESS 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 RATE	PROJECT S.F.	TRIPS
<b>CURRENT CONDITIONS</b>				
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	
<b>PROPOSED</b>				
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
  - LAUNDRY
  - 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**  
 ( IN FEET )  
 1 inch = 30 ft.

**EDC**  
**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.P.E. CERTIFICATE OF AUTHORIZATION 9935  
 L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY	DATE
DRAWN BY	DATE
FILE NAME	DATE
SITE PLAN	DATE
LAYOUT	DATE
AS SHOWN	DATE
SCALE	DATE
REVISION COMMENTS	DATE

**CIVIC PROFESSIONAL PLAZA**  
**2201 S. 25th STREET**  
**PD SITE PLAN**

FLORIDA

FORT PIERCE

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

**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

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**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:

Mendi J. Lowe Dunker  
(Witness Signature)

Mendi J. Lowe Dunker  
(Print Name of Witness)

Karen A. 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  
Ward I Snyder, Managing Member

Ward I. Snyder  
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

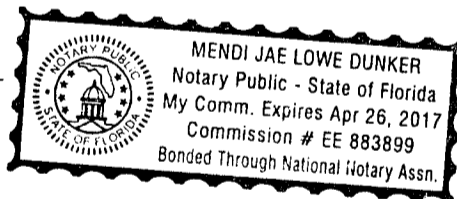
COUNTY OF ~~St. Lucie~~ Martin

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.

Mendi J. Lowe Dunker  
Notary Public

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:

:

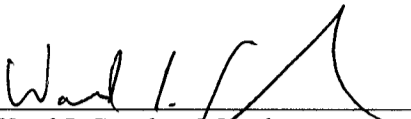
RESOLVED, that the Manager of the Company, Ward I. Snyder, is hereby authorized and empowered (either alone or in conjunction with any one or more of the members of the Company) to take, from time to time, all or any part of the following action on or in behalf of the Company: (1) to execute and deliver 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.

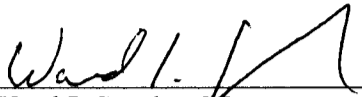
FURTHER RESOLVED, that any arrangements, agreement, or other instrument or document executed pursuant to these resolutions, by the Manager, may contain such terms and provisions as the Manager shall, in his sole discretion, determine. The signature of the Manager alone or with any member shall be sufficient to bind the Company.

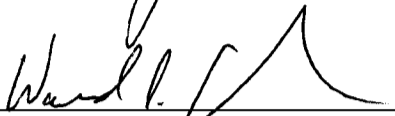
FURTHER this is to certify that the Company was administratively dissolved by the Secretary of State for the State of Georgia on or about 2005. The Company has filed an Application for Reinstatement with the Secretary of State and such application has been approved. The Company changed its name from 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

### 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:  
 Building Type: LROF  
 Grade: Y\_C  
 Story Height: 1 Story

Roof Cover: Tar & Gravel  
 Year Built: 1986  
 Effective Year: 1986  
 No. Units: 14

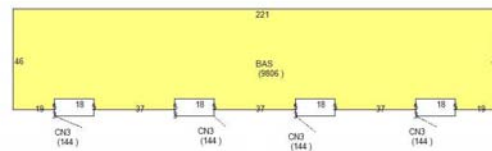
Roof Structure: BarJst/Rigid  
 Frame:  
 Primary Wall: CB Stucco  
 Secondary Wall:

#### Interior Data

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

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

Primary Int Wall:  
 Avg Hgt/Floor: 0  
 Primary Floors: Carpet  
 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		Current Year Exemption Value 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 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 Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

## Historical Values

## 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

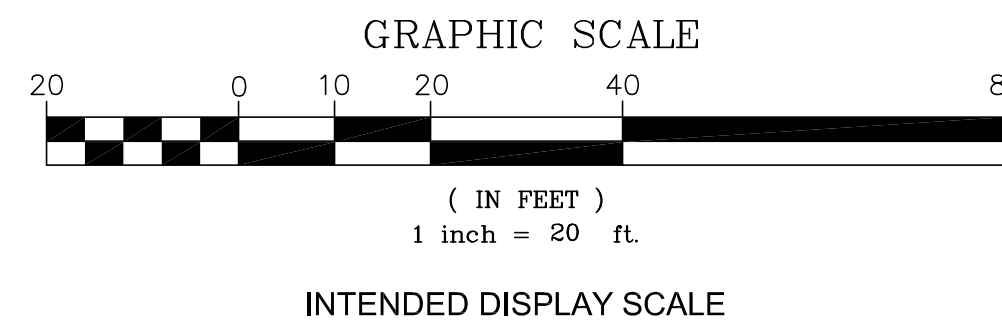
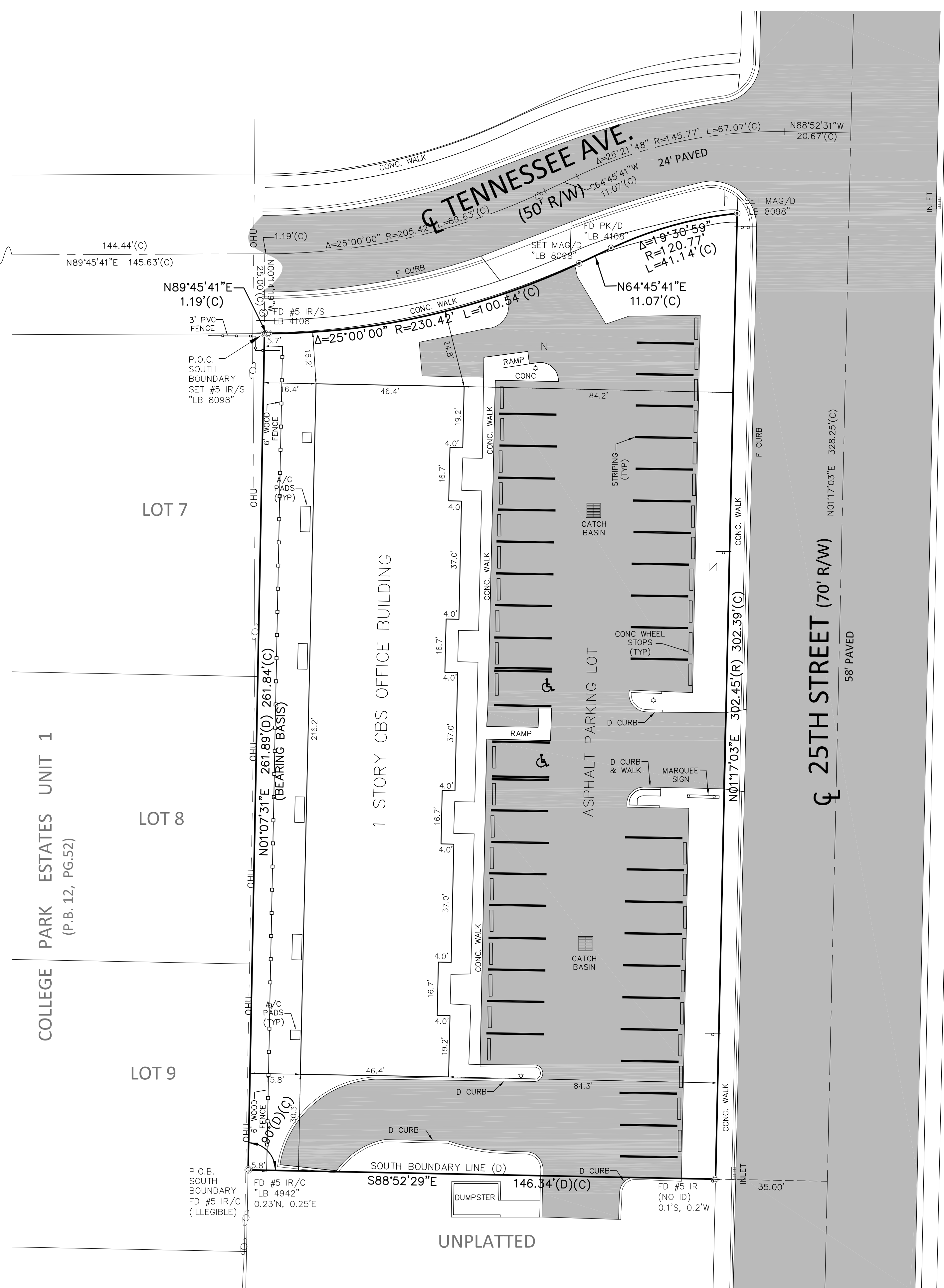
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This information is believed to be correct at this time but it is subject to change and is not warranted.  
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THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT 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.

26TH STREET (50' R/W)

COLLEGE PARK ESTATES UNIT 1  
(P.B. 12, PG.52)



FORT PIERCE, FLORIDA  
VICINITY MAP  
NO SCALE

LEGEND table with symbols and descriptions for various survey features like PLAT DATA, DEED OR DESCRIPTION, RECORD DATA, etc.

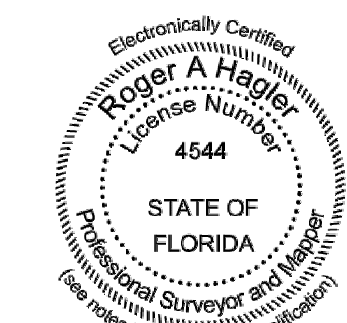
DESCRIPTION: (SOURCE) O.R.B. 3950, PG. 2788 PUBLIC RECORDS OF ST LUCIE COUNTY, FL

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, ABANDONMENTS, 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 EXPECTED 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 DEPARTMENT 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.

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.



PROPERTY ADDRESS:  
2201 S. 25TH STREET  
FORT PIERCE, FL

ROGER A. HAGLER, PROFESSIONAL SURVEYOR AND MAPPER SIGNATURE DATE  
FLORIDA REGISTRATION #4544

EDC INC. ENGINEERS & SURVEYORS ENVIRONMENTAL  
10250 VILLAGE PARKWAY UNIT 201  
PORT ST. LUCIE, FL 34987  
772-462-2455  
www.edc-inc.com

Table with columns: CHECKED BY, DRAWN BY, FILE NAME, LAYOUT, AS BUILT, SCALE, DATE.

Table with columns: REVISION NUMBER, REVISION PER COUNTY SURVEYORS COMMENTS, DATE, REVISION COMMENTS.

BOUNDARY SURVEY FOR 2201 S 25TH STREET FORT PIERCE FLORIDA

10250 VILLAGE PARKWAY UNIT 201  
PORT ST. LUCIE, FL 34987  
772-462-2455

18-329

1 OF 1



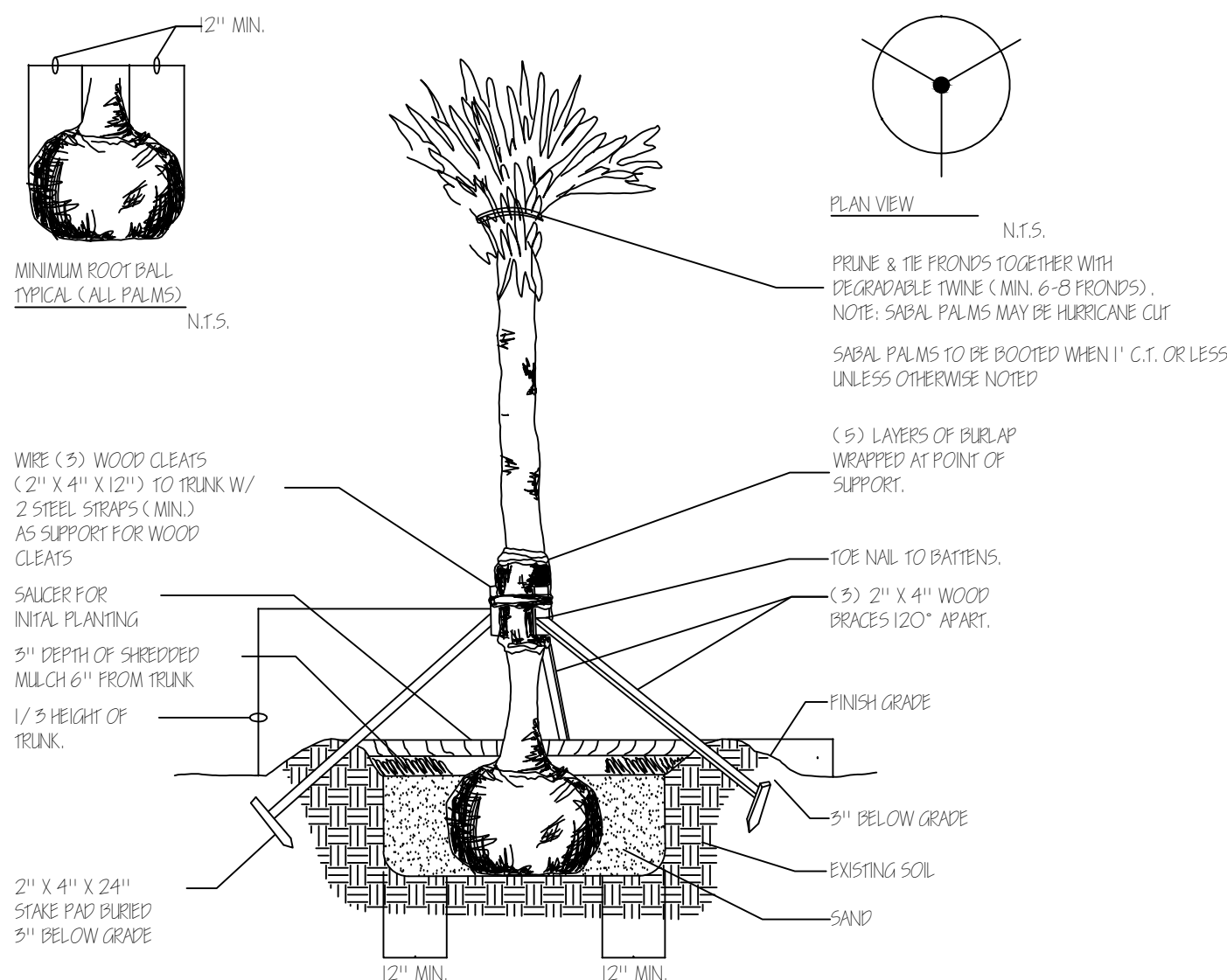
MINIMUM TREE REQUIREMENTS  
 PERIMETER ADJACENT TO STREET ROW: 354 L.F. DIV. BY 30 = 12 TREES REQUIRED  
 ALL TREES PROVIDED

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

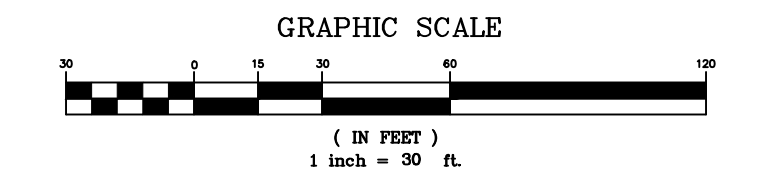
KEY	QUAN.	NATIVE	DROUGHT TOLERANCE	BOTANICAL NAME	COMMON NAME	SIZE (HT. x SPR.)	CONTAINER
ADO	1	N	MOD.	ADONIDIA MERRILLI (DOUBLE)	CHRISTMAS PALM	12-14' x 6'	B & B
CE	141	Y	MOD.	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	24" x 18"	#3
CI	101	Y	MOD.	CHRYSOBALANUS ICAGO	COCO PLUM	24" x 18"	#3
CLU	29	Y	MOD.	CLUSIA ROSEA	CLUSIA (ROSE APPLE)	24" x 18"	#3
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, 25' O.A.	B & B



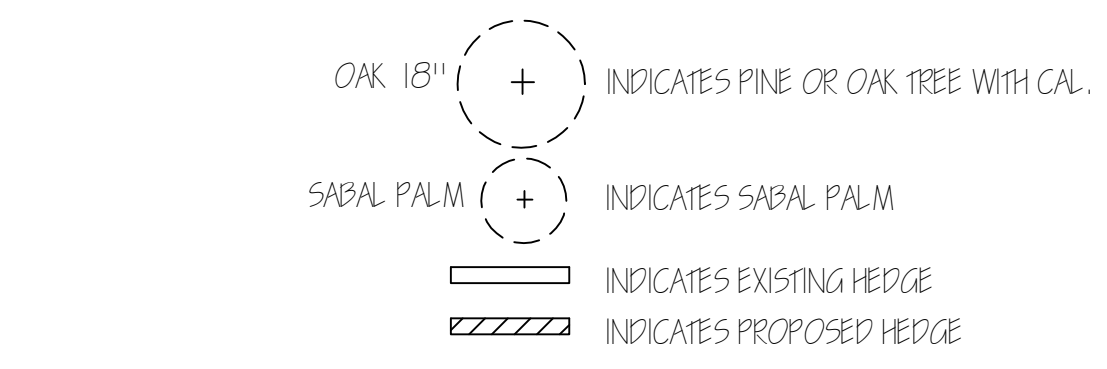
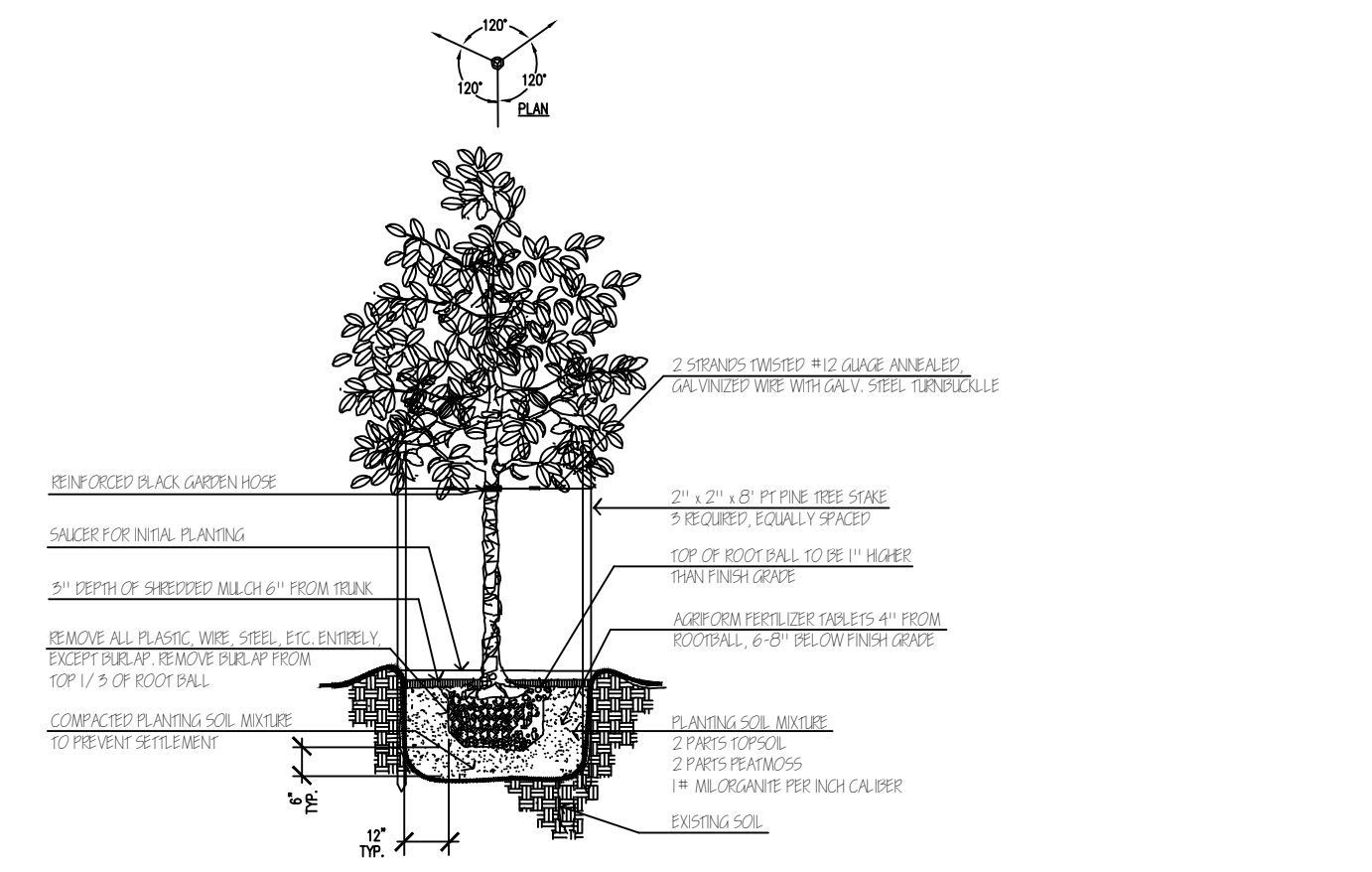
**SITE DATA**  
 FUTURE LAND USE: OP - OFFICES-PROFESSIONAL & BUSINESS SERVICES  
 CI - OFFICE COMMERCIAL

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%

THIS LANDSCAPE PLAN MEETS PDOT SIGHT DISTANCE AND CLEAR ZONE REQUIREMENTS  
 ALL GROUND MOUNTED MECHANICAL EQUIPMENT TO BE SCREENED WITH SHRUBS  
 DAHOON HOLLY (IC) ALLOWED BY PPL FOR USE UNDER POWER LINES

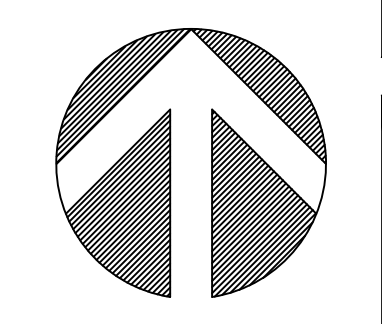
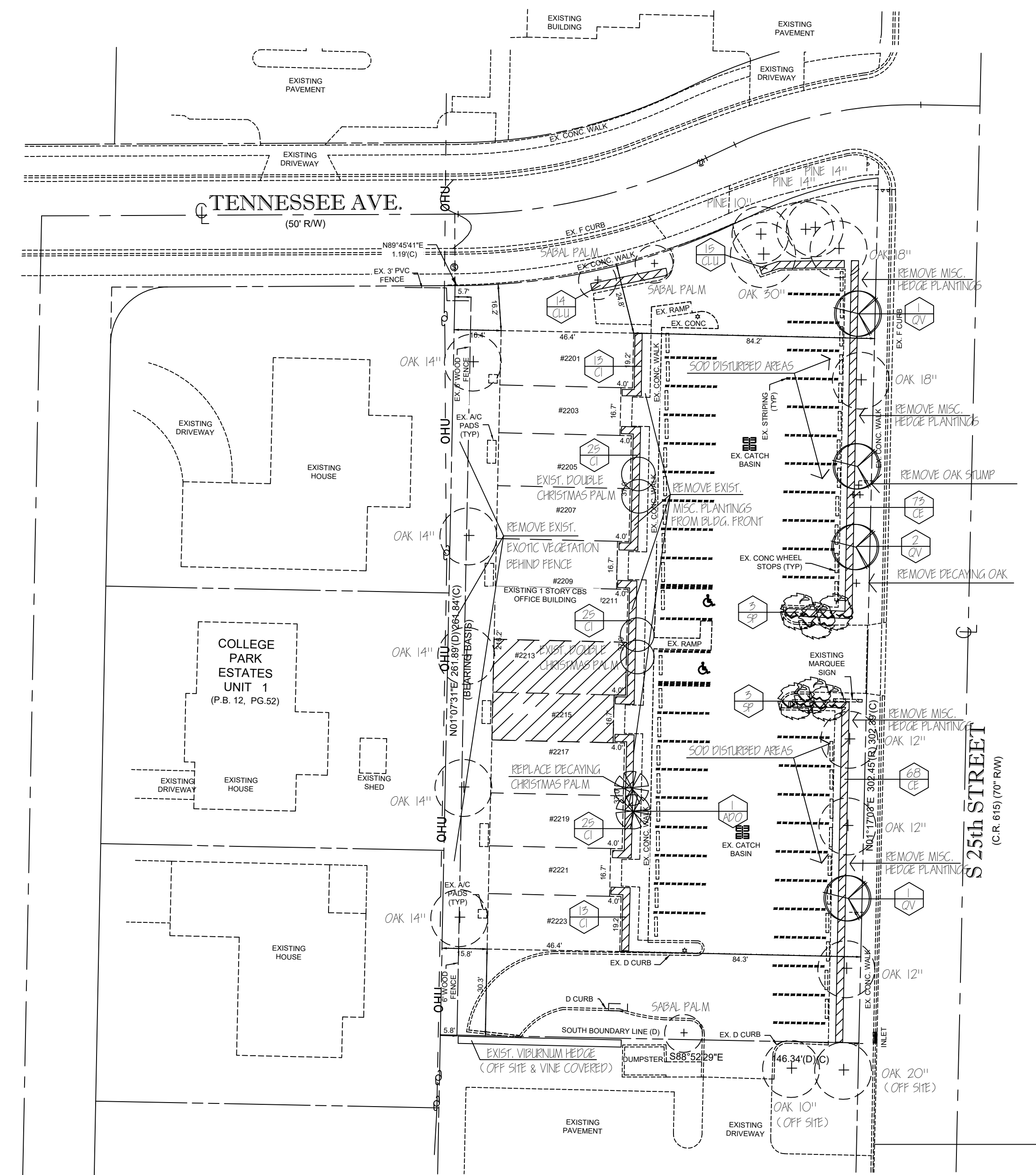
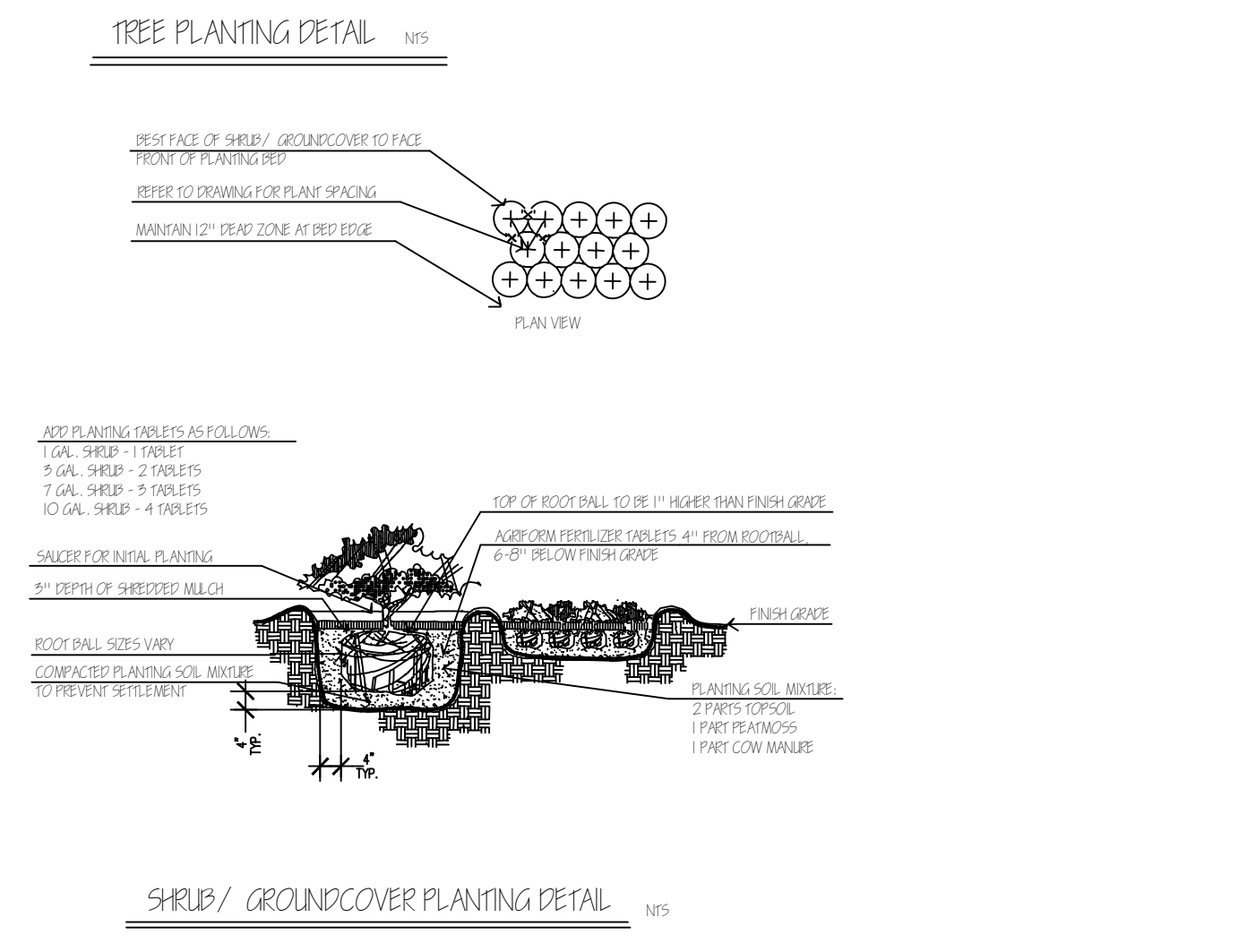


ZERISCAPRE REQUIREMENTS	PTS
Plan submitted with low, medium, and high water usage indicated on the landscape plan	5
51% or more of the grass areas are made up of drought tolerant species from the list	10
51% or more of the required shrubs are made up of drought tolerant species from the list	10
51% or 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
<b>TOTAL POINTS</b>	<b>50</b>



**LANDSCAPE NOTES**  
 ALL LANDSCAPE MATERIAL TO BE FLA. #1 OR BETTER  
 BAHIA SOD AS REQUIRED  
 MALAELICA 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 "PEPPIC" LISTED SPECIES)

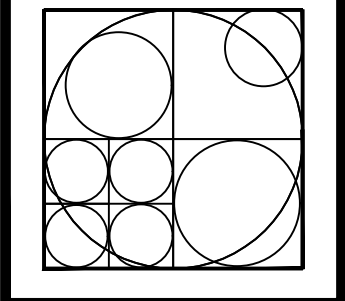
**IRRIGATION NOTES**  
 REPAIR OR REPLACE EXISTING UNDERGROUND IRRIGATION SYSTEM  
 FULLY AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE IN 15 MPH WIND  
 INSTALL BUBBLERS ON ALL TREES = LOW WATER USAGE  
 INSTALL DRIPLINE ON ALL HEDGE MATERIAL = LOW WATER USAGE  
 INSTALL LOW TRAJECTORY SPRAY 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



ELECTRONIC SEAL AFFIXED BY AUTHOR 8.30.2018

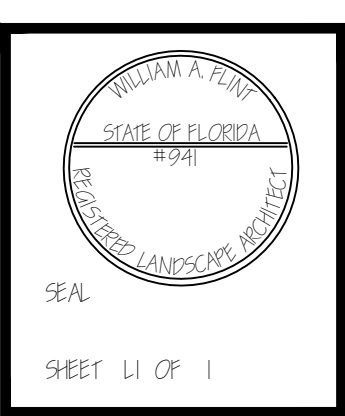
Date	Revision

William A. Flirt, III  
 Landscape Architect  
 Suwanee, FL  
 772.220.0424  
 Fla. Reg. #941  
 Fax: 772.220.8915



LANDSCAPE PLAN  
 CIVIC PROFESSIONAL PLAZA  
 2201 S. 25TH ST.  
 FT. PIERCE, FL

DATE: 08.30.2018  
 DRAWN: WAF  
 CHECKED:  
 SCALE: 1" = 30'  
 PROJECT NO. 18-068





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



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](mailto: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**

<b>Current:</b>	<b>SF</b>	<b>Average Trips</b>	<b>Entry</b>	<b>Exit</b>
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

<b>Proposed:</b>	<b>SF</b>	<b>Average Trips</b>	<b>Entry</b>	<b>Exit</b>
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

<b>Increase - Average:</b>	<b>120.00</b>
<b>Increase AM Peak</b>	<b>10.00</b>
<b>Increase PM Peak</b>	<b>15.00</b>

# General Office Building (710)

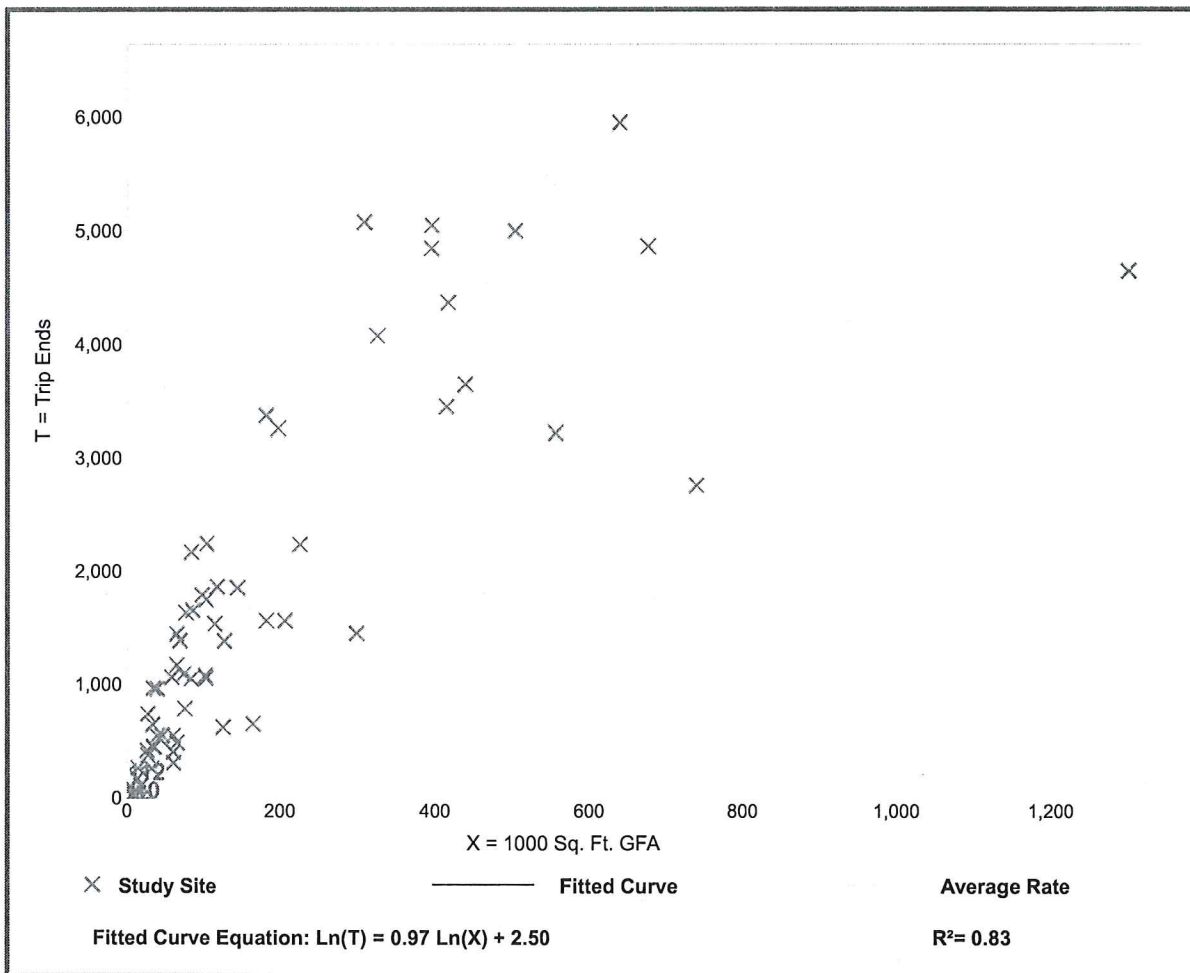
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday**

**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)

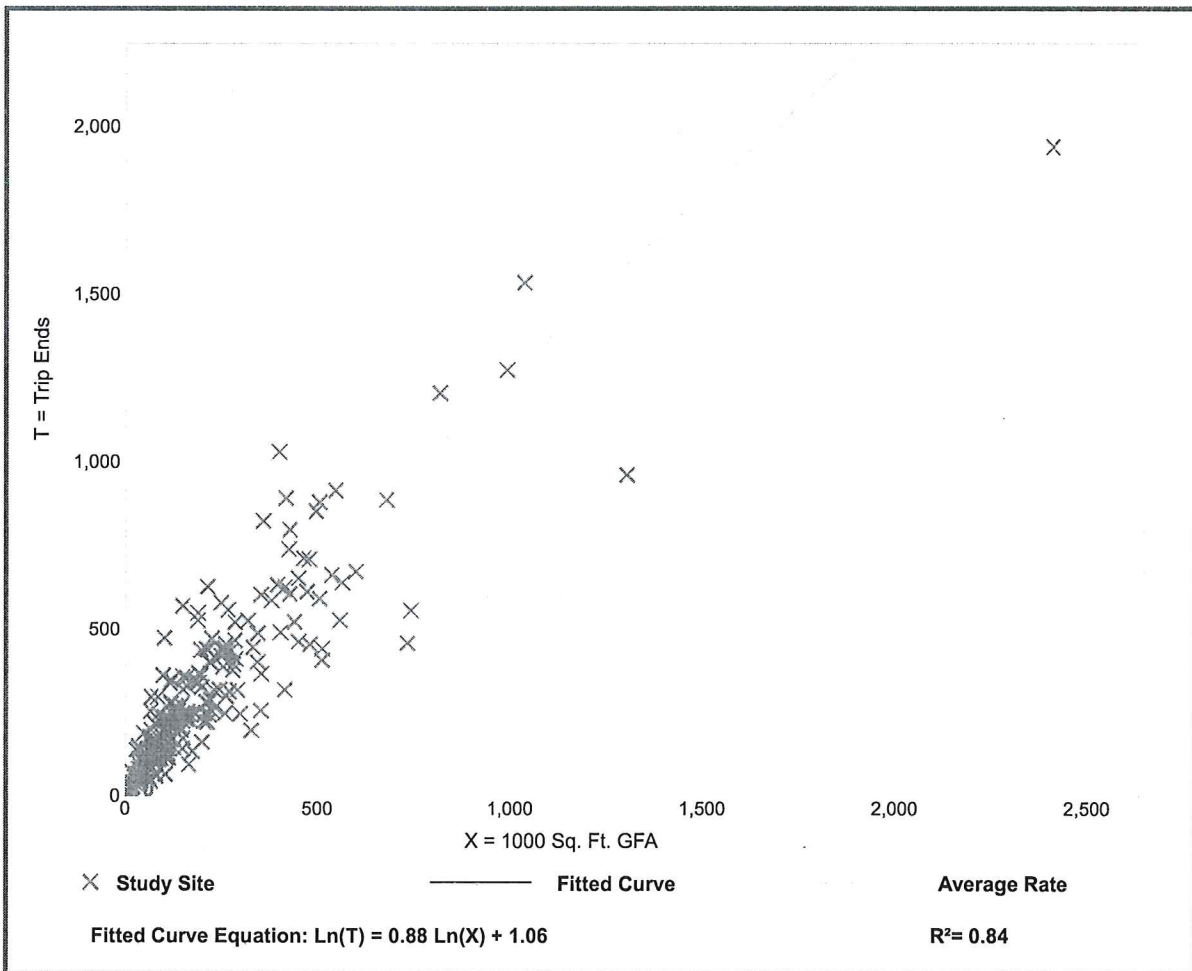
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday,**  
**AM Peak Hour of Generator**

**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



*Trip Generation Manual, 10th Edition • Institute of Transportation Engineers*

# General Office Building (710)

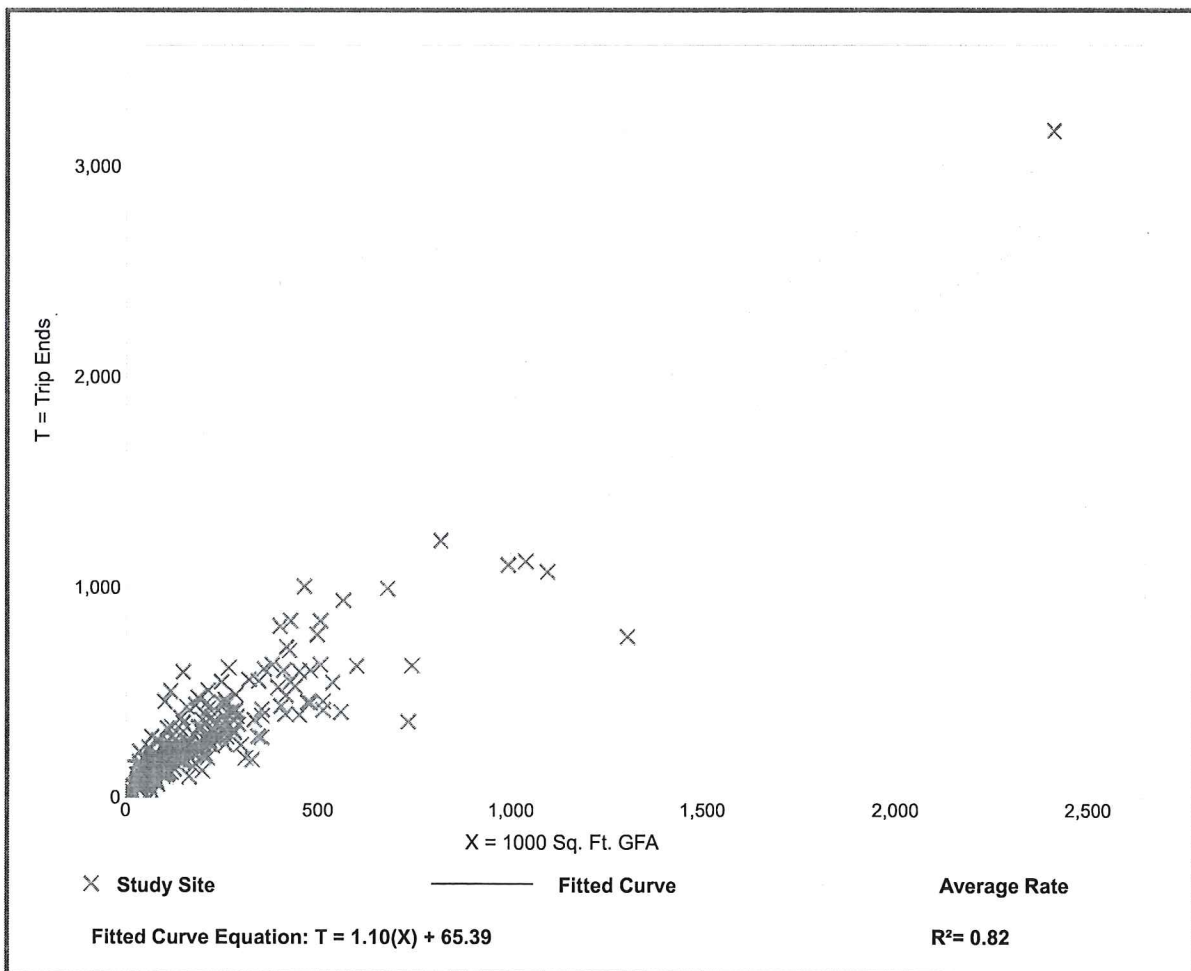
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday,**  
**PM Peak Hour of Generator**

**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)

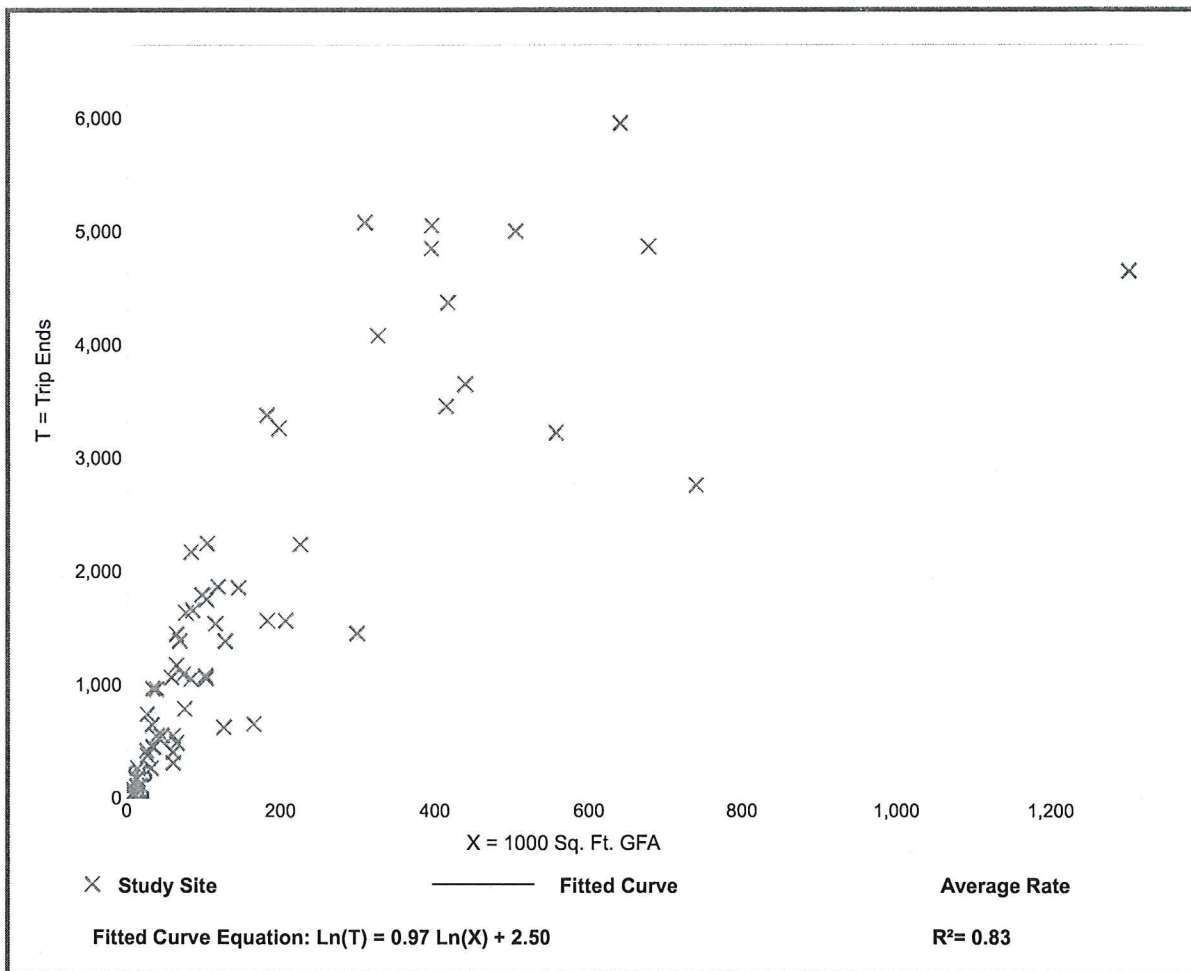
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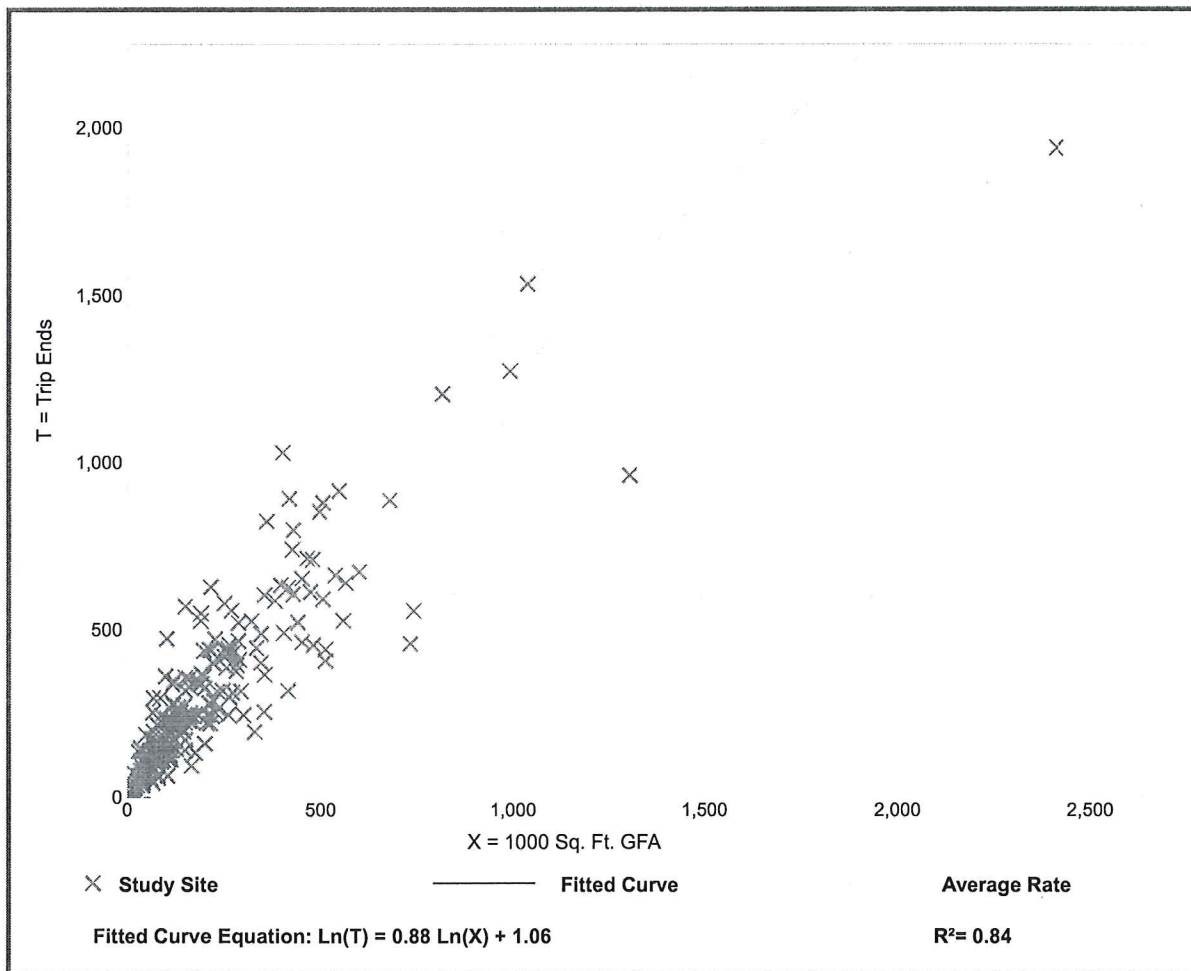
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
On a: Weekday,  
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## Data Plot and Equation



Trip Generation Manual, 10th Edition • Institute of Transportation Engineers

# General Office Building (710)

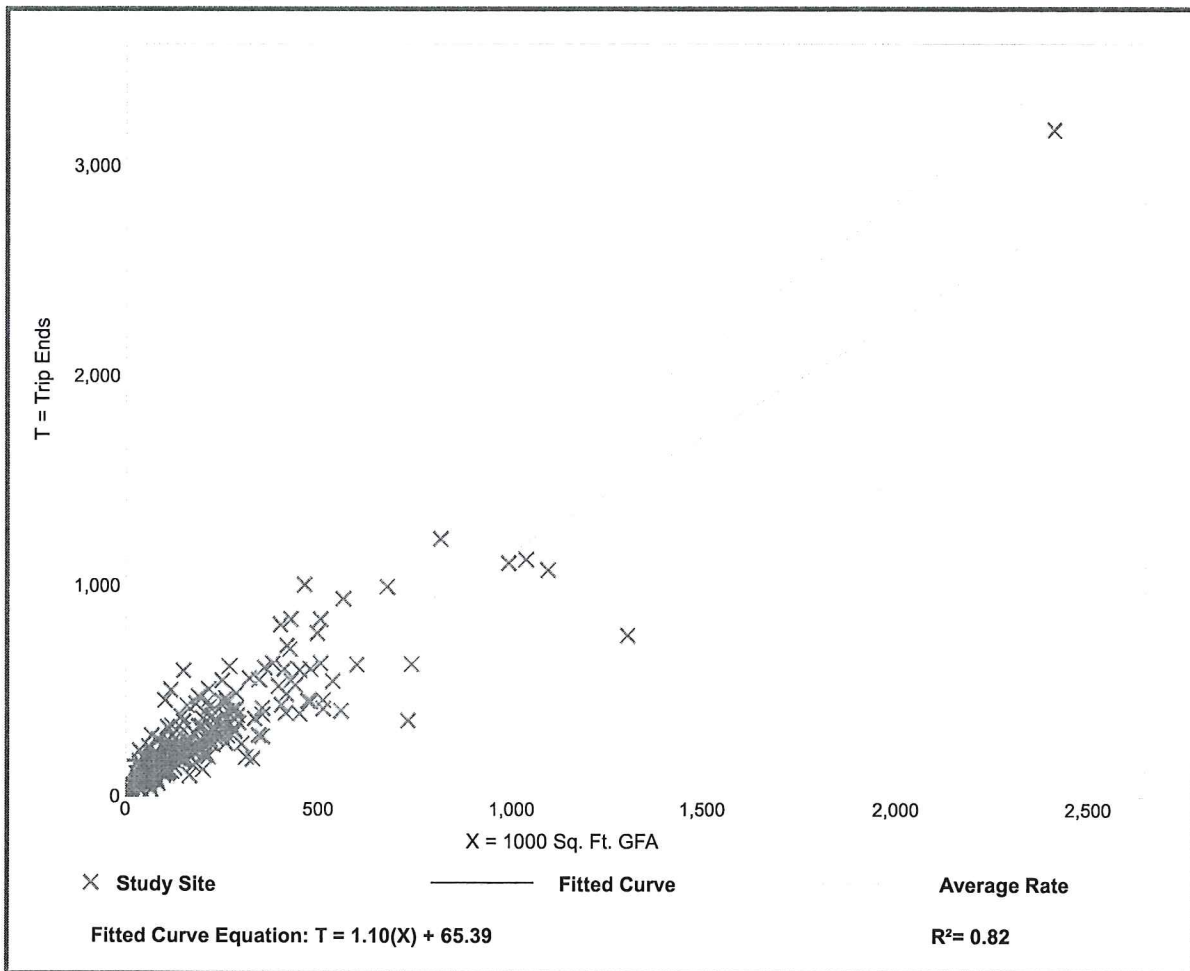
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday,**  
**PM Peak Hour of Generator**

**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)

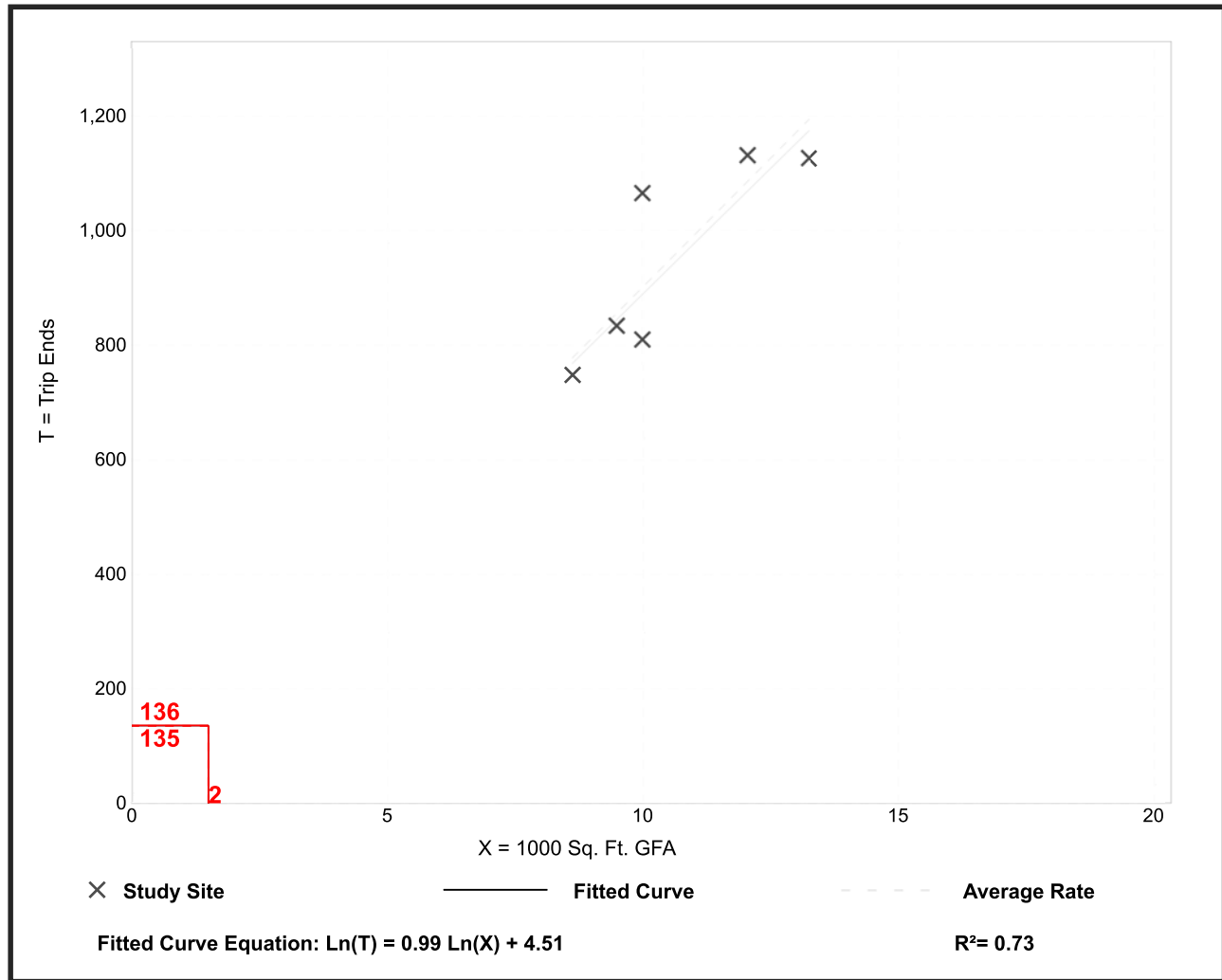
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday**

**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)

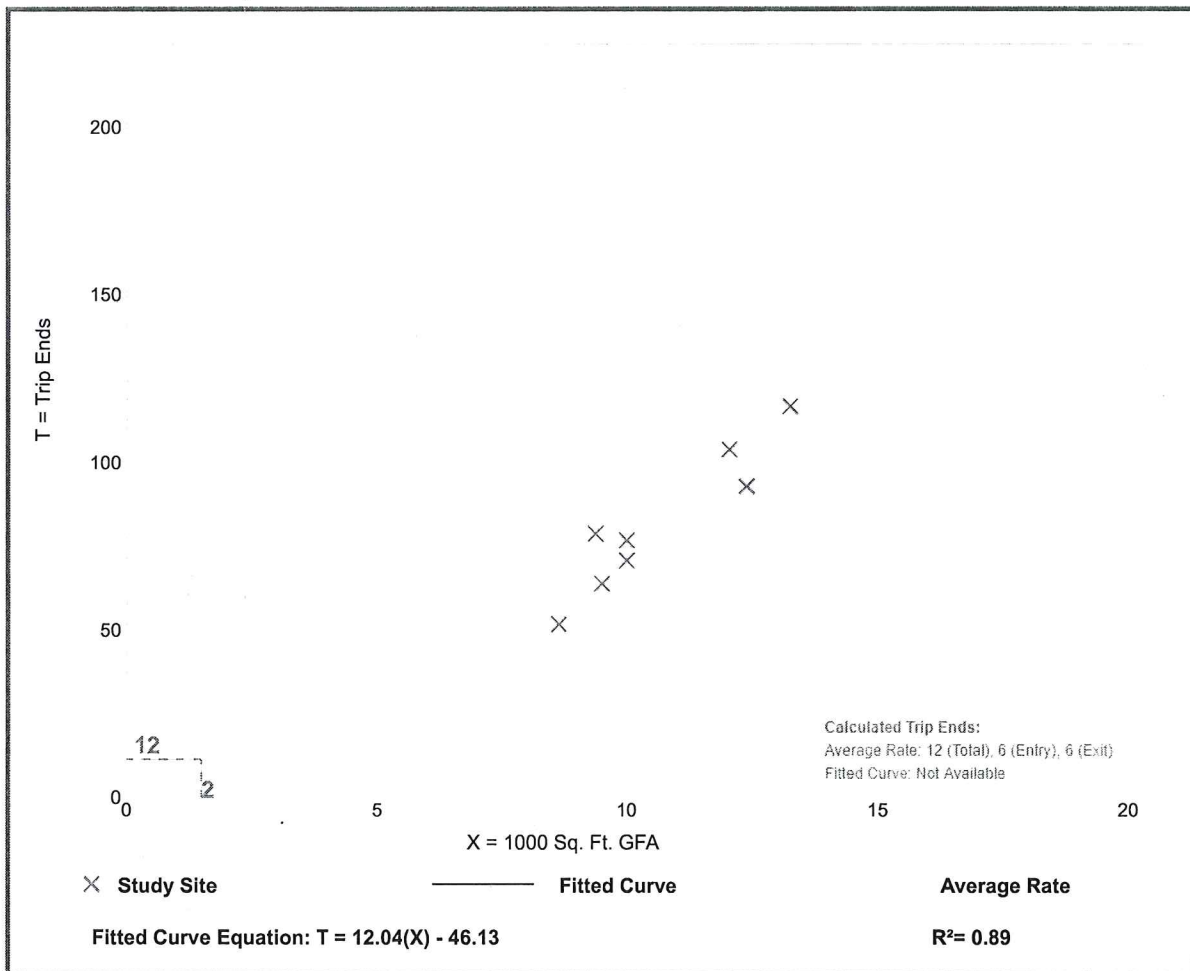
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
 On a: Weekday,  
 AM Peak Hour of Generator

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



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# Pharmacy/Drugstore without Drive-Through Window (880)

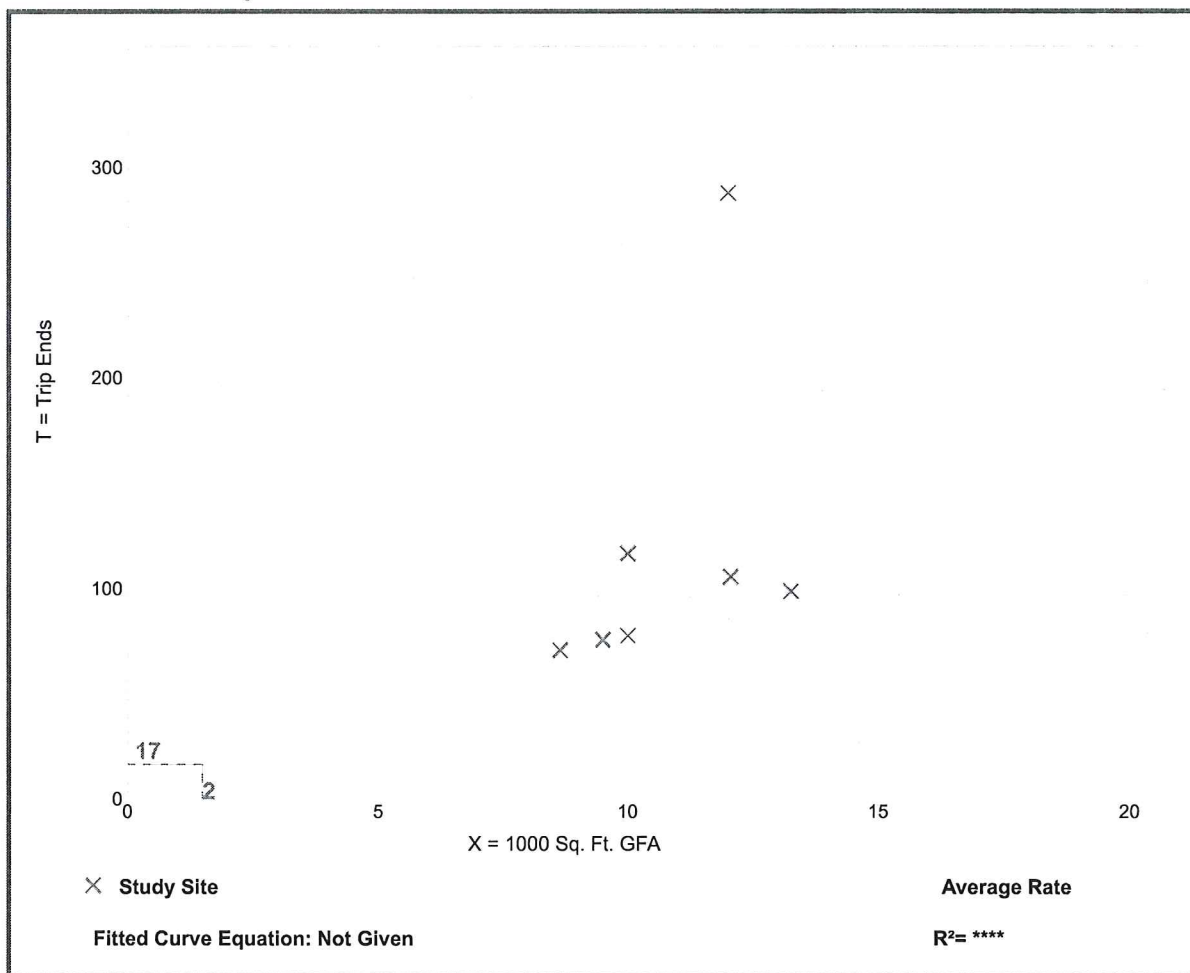
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
 On a: Weekday,  
 PM Peak Hour of Generator

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
<b>North</b>	ROW (Tennessee Ave)	ROW	ROW
<b>South</b>	Office / Commercial (Developed)	OP & RM	C1 & R4
<b>East</b>	ROW (25th Street)	ROW	ROW
<b>West</b>	Residential	RM	R4

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
<b>Current</b>	OP	C-1	N/A	0.93	X
<b>**Proposed</b>	OP	PD	N/A	0.93	N/A

### II. Public Facilities Information:

<b>A. Potable Water:</b>	
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>B. Wastewater:</b>	
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

<b>C. Parks and Recreation (Residential Classifications Only):</b> (Du x 2.6 = persons + 44,227 = population /LOS)				
<b>NOT APPLICABLE</b>				
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	

<b>D. Public Schools (Residential Classifications Only):</b> 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	<b>K-8</b>	<b>High</b>
School Name		
City		
Distance		
Current Zoning/FLU	Enrollment	
**Proposed Zoning/FLU	Enrollment	
**Change in Demand		

<b>E. Solid Waste: Residential</b> (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)

<b>Impact</b>	*** NO ADDITIONAL SF PROPOSED. CHANGE IN USE ONLY ***
---------------	---

**III. Transportation Analysis: Complete ITE Trip Generation Form (Attached)**

<b>G. Transportation Analysis: Complete ITE Trip Generation Data Form</b>		
Most recent ITE Code for use; HCM Roadway Capacity		
	<b>AADT</b>	<b>AM/PM Peak Hour Trips</b>
<b>Demand Analysis</b>	Maximum	Maximum
<b>Current Zoning/FLU</b>	96	14/14
<b>**Proposed Zoning/FLU</b>	216	24/29
<b>*Change in Demand</b>	Trips 120 increase	Trips 10 / 15 increase
<b>Impact to Capacity</b>		

**IV. Project Description**

<b>PHASING</b>
Is this project (phase) part of a larger project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units:                      Single Family:                      Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

<b>RESIDENTIAL DATA</b>					
<b>Type</b>	<b>Phase</b>	<b>Number of Units</b>	<b>Acres</b>	<b>Expected beginning date</b>	<b>Expected completion date</b>
Not Applicable					
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. 25<sup>th</sup> 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.

 Subject Site

Tennessee Avenue

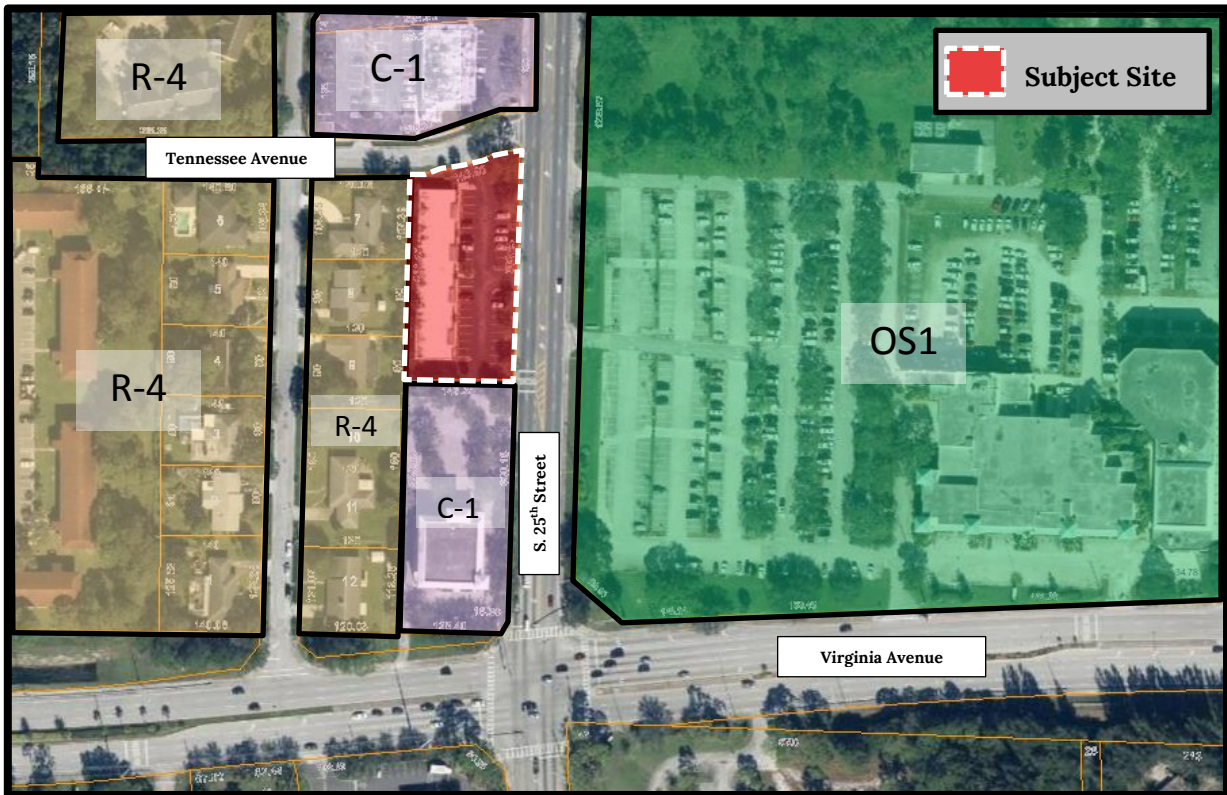
S. 25<sup>th</sup> Street

Virginia Avenue



Application for Rezoning  
2201 S. 25<sup>th</sup> Street  
Aerial Map





 Subject Site



**Application for Rezoning**  
**2201 S. 25<sup>th</sup> Street**  
**Zoning Map**





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. 25<sup>th</sup> Street**  
**TECHNICAL REVIEW PROJECT: # 18-43900004**  
**ZONING ATLAS MAP AMENDMENT**

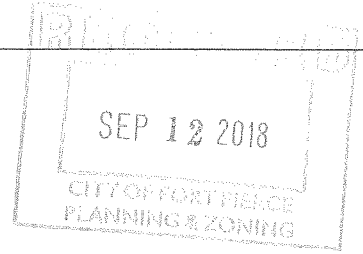
**Comments:**

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](mailto:bcreagan@city-ftpierce.com).

Sincerely,

Brandon Creagan, LEED Green Associate  
Planner



**To : Brandon Creagan, Planner**

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

**RE : Civic Professional Plaza – 2201 S. 25<sup>th</sup> 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:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Planned Development Application                       | <input type="checkbox"/> Construction Drawings                                   |
| <input type="checkbox"/> Test Reports & Related Documents                                 | <input type="checkbox"/> Executed Construction Contract                          |
| <input type="checkbox"/> Record Drawings  | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies |  |

Based on our reviews and appropriate site final inspection, we

- |   |   |                              |
|---|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend           | <input type="checkbox"/> Do Not Recommend |                              |
| <input checked="" type="checkbox"/> Planned Development | <input type="checkbox"/> Building Permit  | <input type="checkbox"/> C/O |

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

See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\C\Civic Professional Plaza\Submittal No. 1 - 090618\PD Approval - 091218.docx



**BUILDING DEPARTMENT  
TECHNICAL REVIEW COMMITTEE (TRC)  
COMMENT FORM**

Meeting Date: 9/20/18  
Property Address: 2201 S. 25<sup>th</sup> 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 6<sup>th</sup> 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



PUBLIC WORKS  
ENGINEERING DIVISION  
DEVELOPMENT REVIEW  
COMMITTEE

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  $\frac{1}{4}$  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

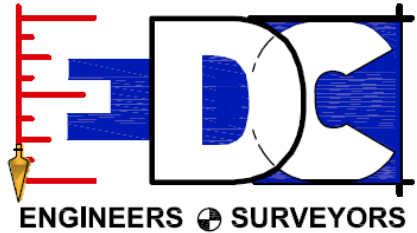
**Rod Reed, County Surveyor**  
St. Lucie County, Fl.  
2300 Virginia Avenue  
Ft. Pierce, Fl. 34982-5652  
[www.stlucieco.org](http://www.stlucieco.org)

*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



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. 25<sup>th</sup> 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 of 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.

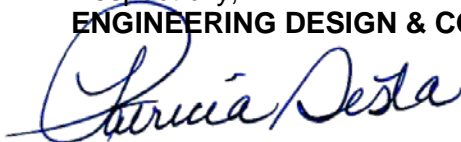
**RESPONSE: The POB of the South boundary line is now noted. Please see revised survey.**

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



**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**

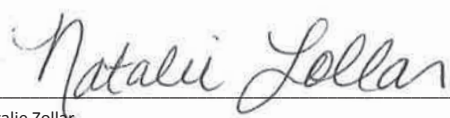
STATE OF FLORIDA  
COUNTY OF ST. LUCIE

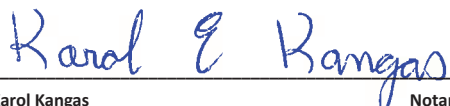
Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie 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

  
 \_\_\_\_\_, who is  
 Natalie Zollar  
 personally known to me or  
 who has produced \_\_\_\_\_ as identification.

  
 \_\_\_\_\_  
 Karol Kangas Notary Public



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

Item 12e



Hoyt C. Murphy Jr. "Pat"  
Coldwell Banker Paradise Hoyt Murphy Realtors  
11 offices from Port St. Lucie to Melbourne.  
(772)971-7424



## Mark's PSL pharmacy

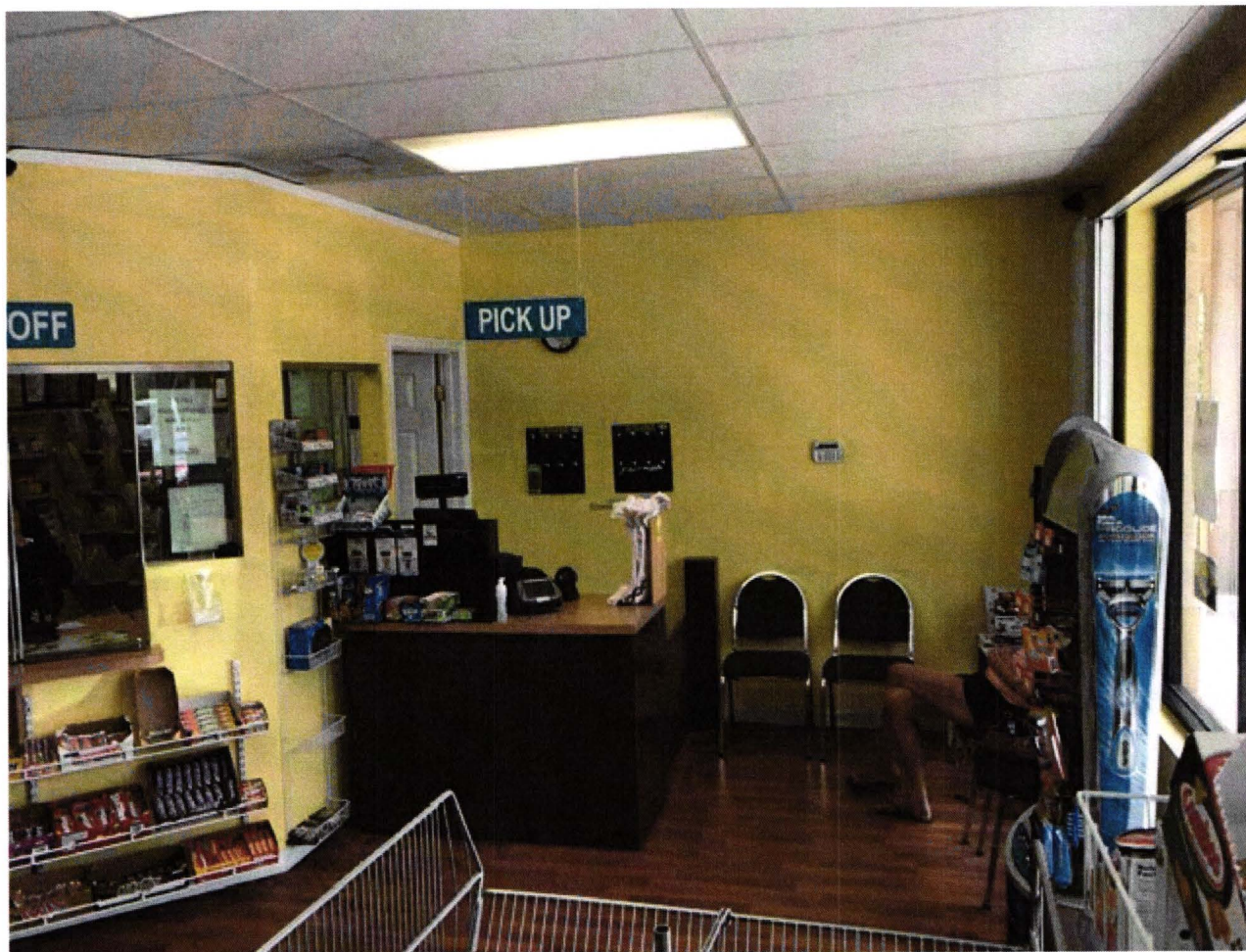
Hoyt Murphy Jr.

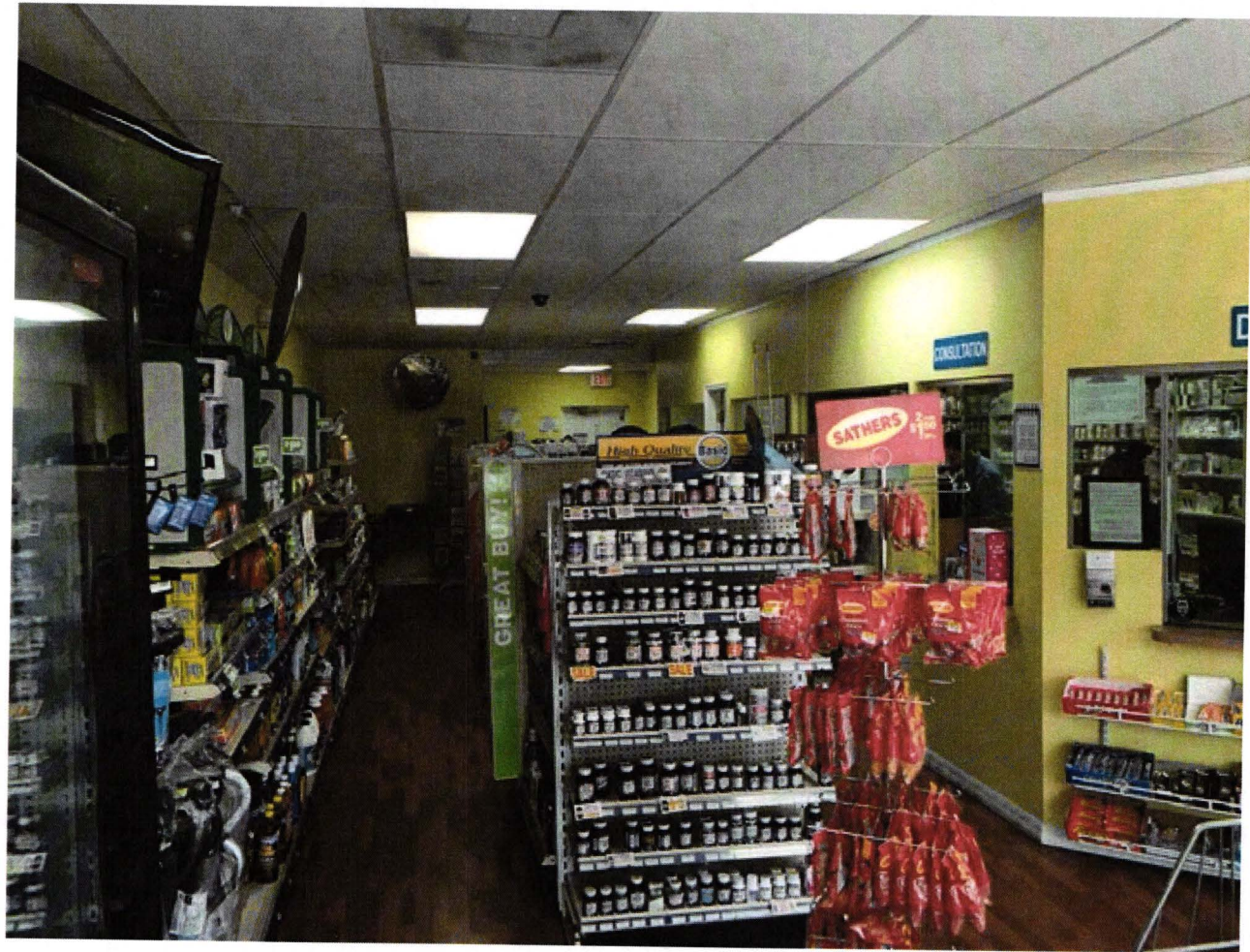
Mon 11/19/2018 11:45 AM

To: Hoyt Murphy Jr. <hoytmurphy@hotmail.com>;









**City Commission Regular Meeting**

**12.e.**

**Meeting Date:** 12/03/2018

**Re:** Application for Annexation - Oleander Properties, LLC - 702 Revels Lane

**Submitted For:** Rebecca Grohall, Director, Planning & Zoning

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**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 **SECOND 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

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**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.

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## Attachments

Staff Report  
Ordinance #18-040  
Application & Supporting Documents  
Aerial Map  
Zoning Map  
Future Land Use Map  
TRC Comments  
Proof of Publication

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## 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: 11/21/2018		



**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)

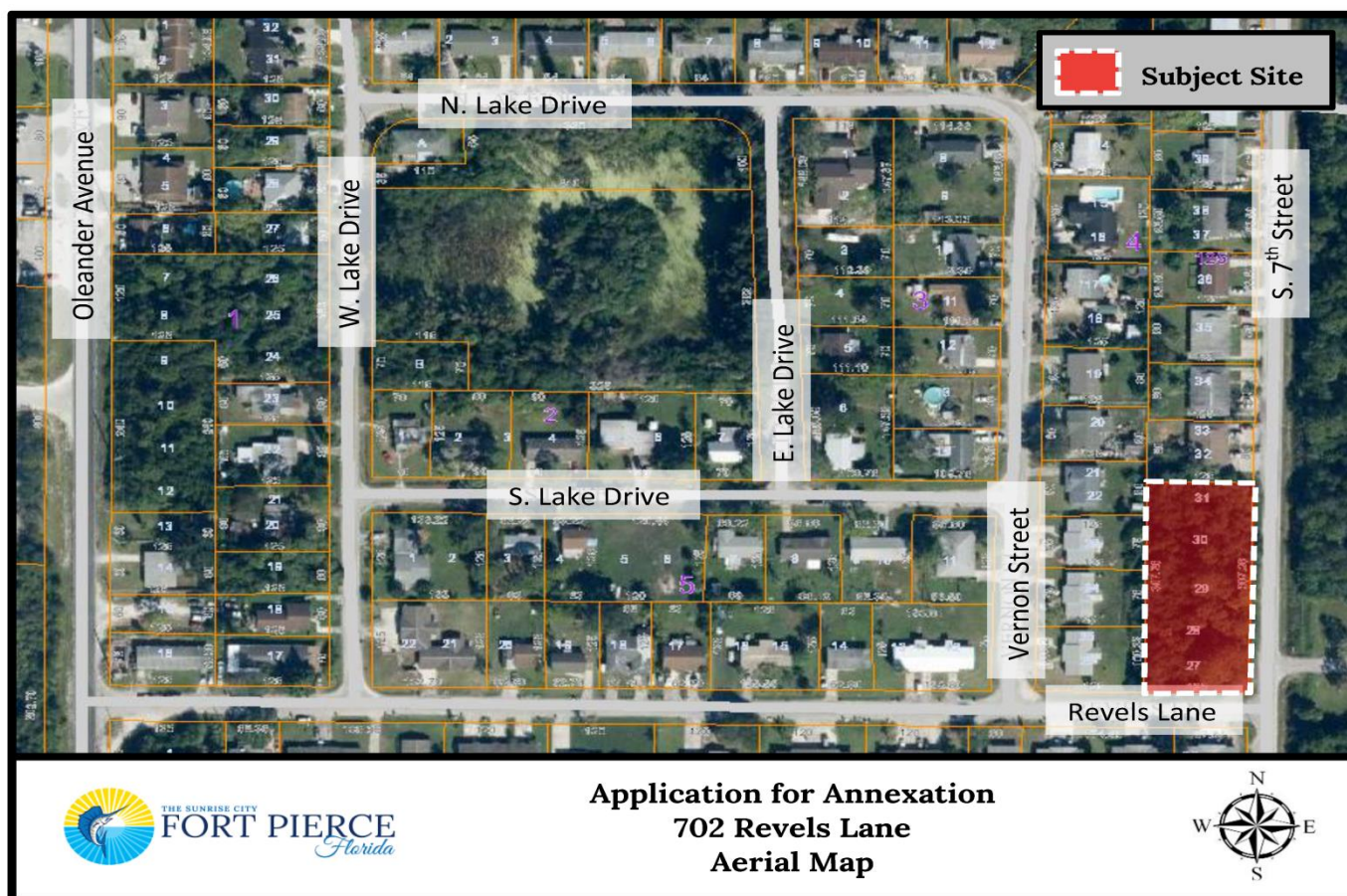
**Proposed Zoning:** R-5, High Density Residential

**Proposed Future Land Use:** RH, High Density Residential

<b>Surrounding Zoning:</b>	North RM-11 (SLC), R-4, R-5	East RM-11 (SLC), C-3, R-4	South RM-11 (SLC), R-4	West RM-11 (SLC), R-4, R-5
<b>Surrounding FLU:</b>	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:

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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 3<sup>rd</sup> day of December, 2018.

---

**Linda Hudson**  
**MAYOR COMMISSIONER**

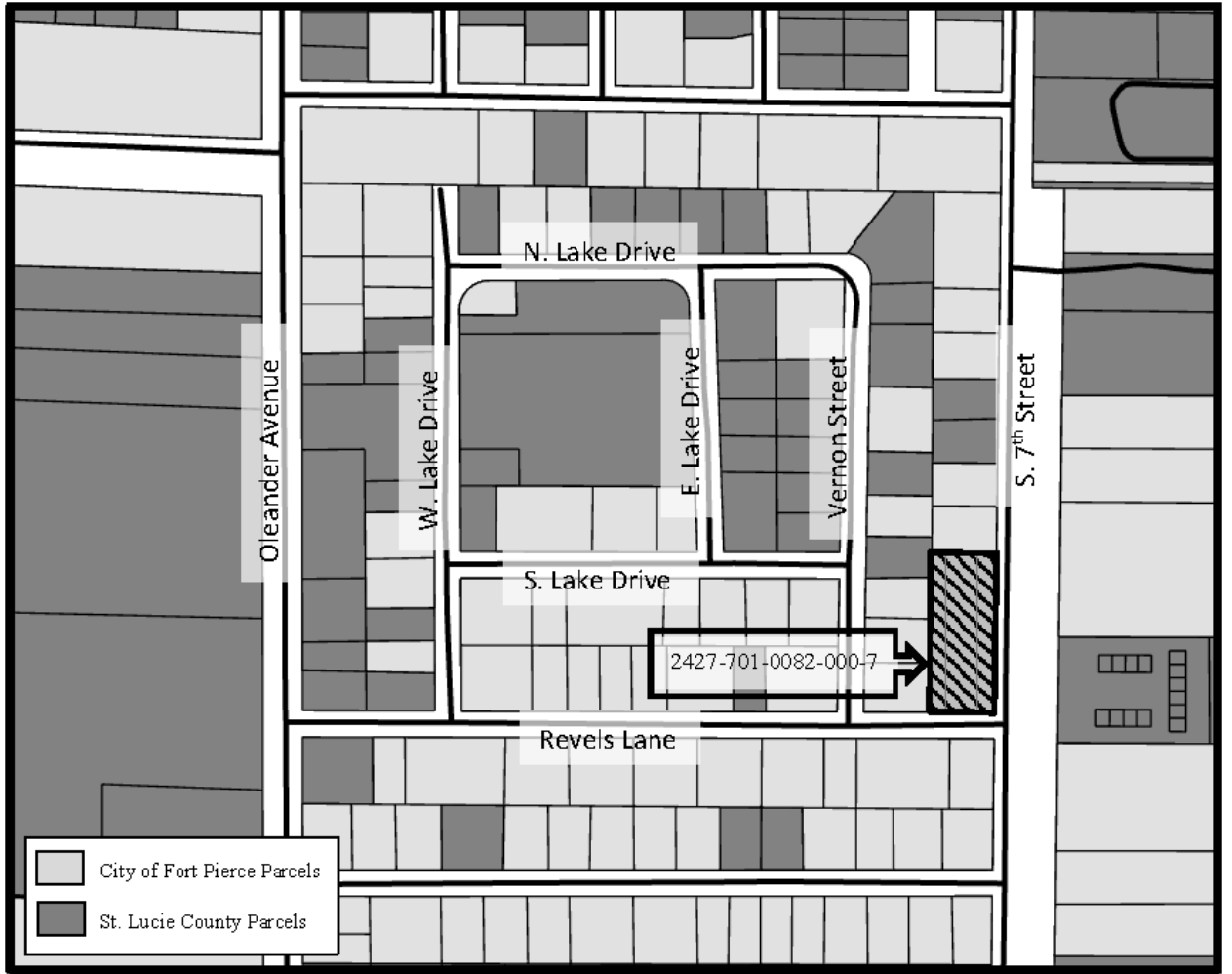
ATTEST

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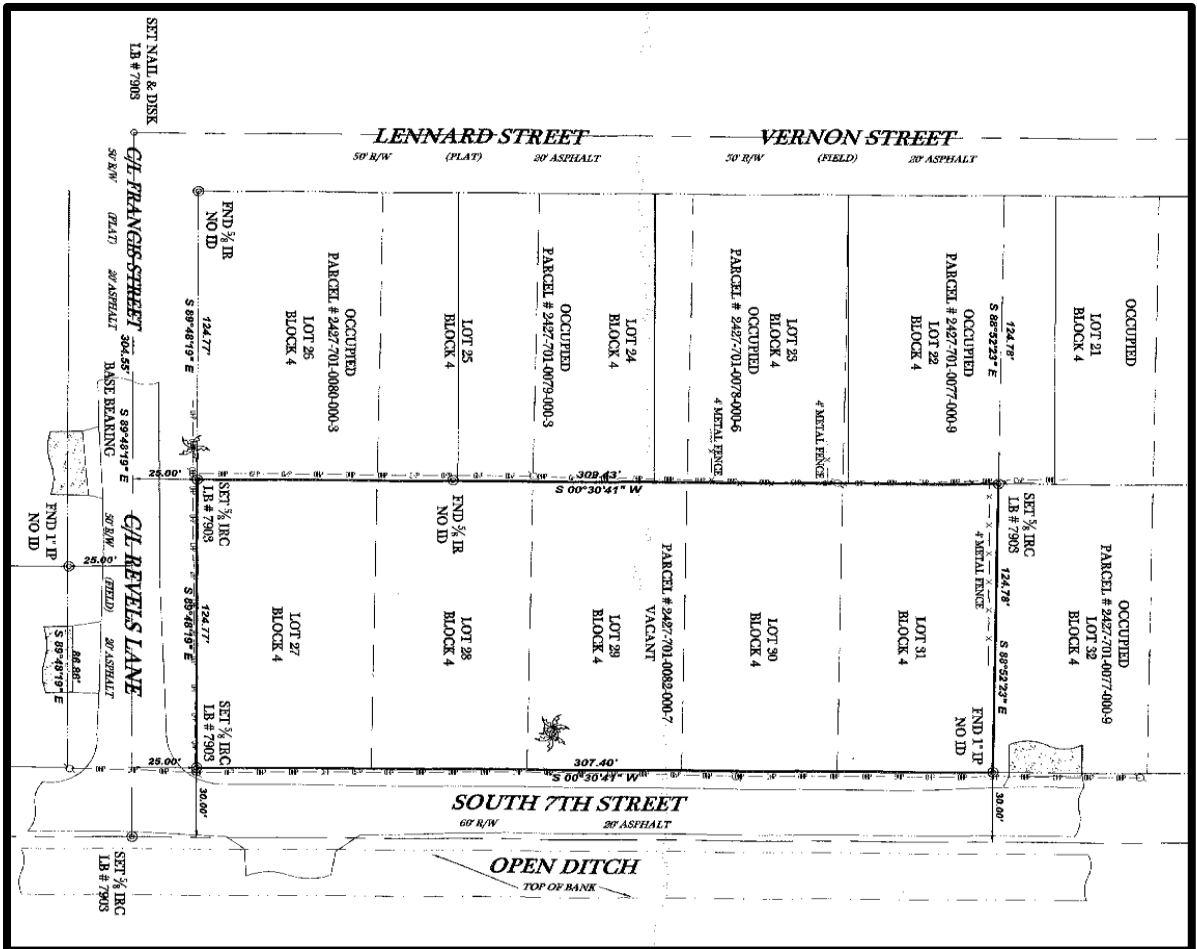
**Linda W. Cox**  
**CITY CLERK**

(CITY SEAL)

**EXHIBIT A**  
Territorial Limits Extension

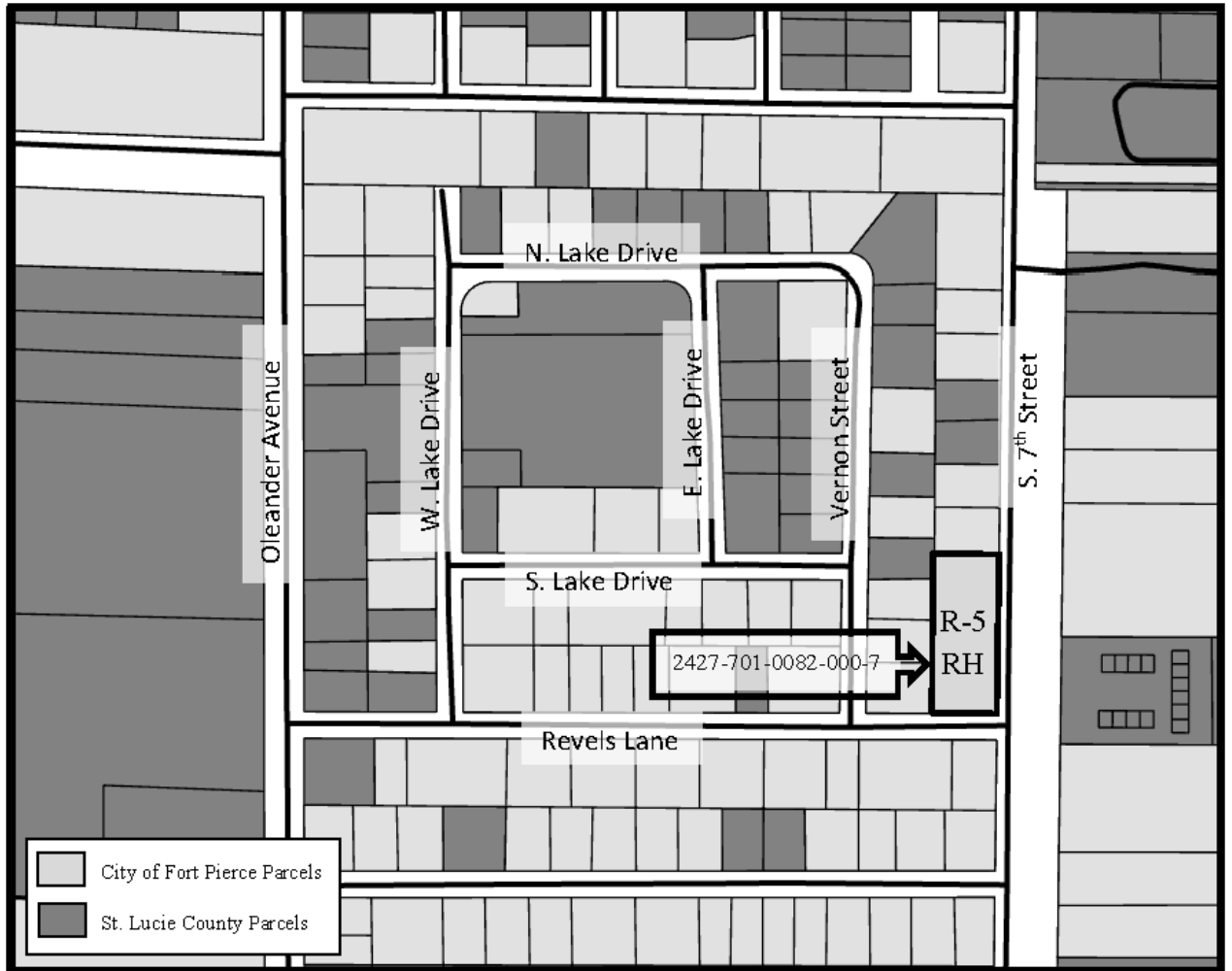


**EXHIBIT B**  
Sketch of Subject Property



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.



## 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

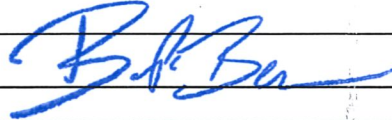
9. Name of Owner(s): Oleander Properties of Fort Pierce, LLC

Signature of Owner(s): *James Bean* *B.R. Bean*

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.

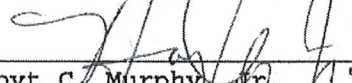
The property herein conveyed DOES NOT constitute the HOMESTEAD property of  
the Grantor.

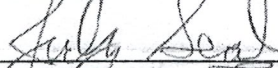
and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

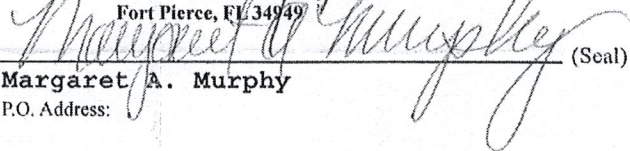
In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

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

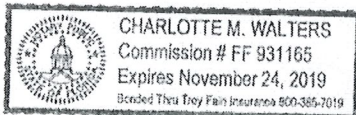
  
Printed Name: July Seaborn  
Witness


  
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.



  
Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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.

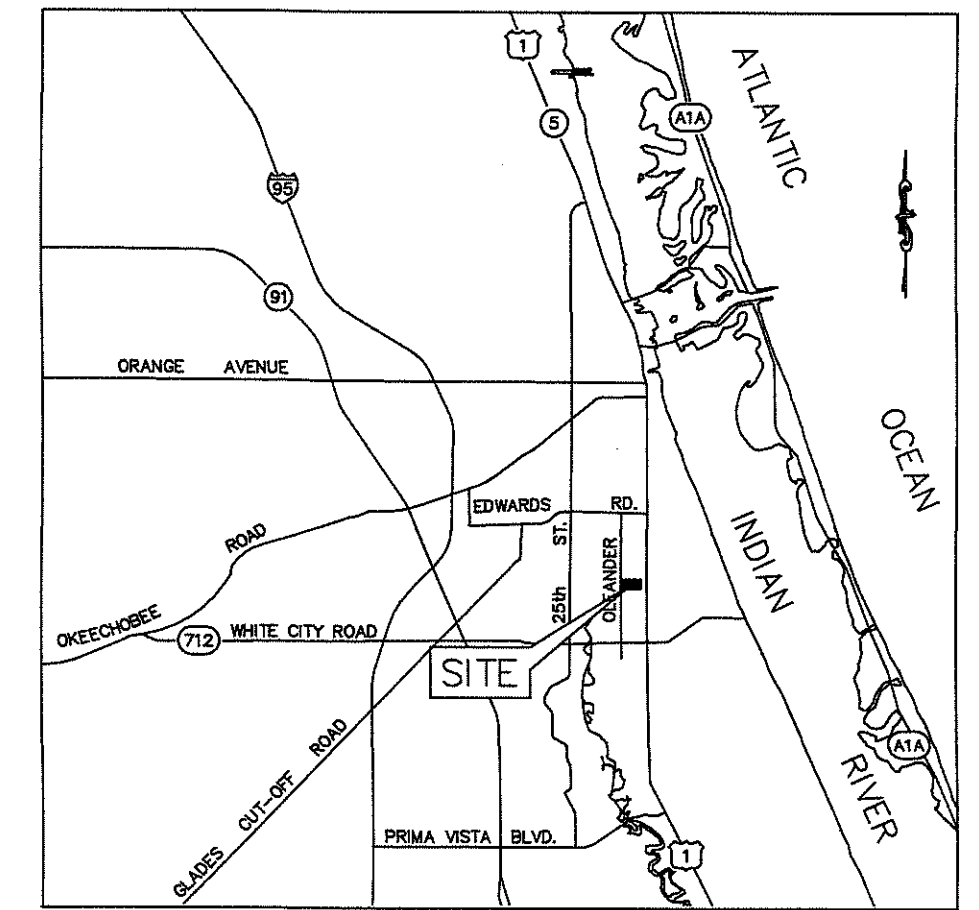
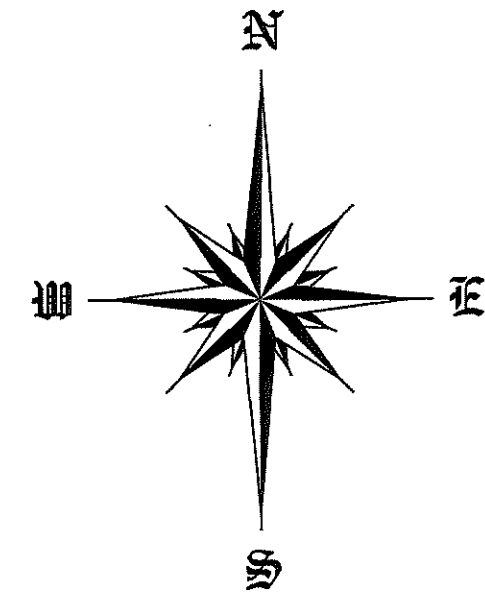
Thank you,

Brian Bean

772-370-0579 - cell

# BOUNDARY SURVEY

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST  
SAINT LUCIE COUNTY, FLORIDA



**LOCATION MAP**  
NOT TO SCALE

### GENERAL NOTES

- 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)
- 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.
- ALL ABOVE GROUND FIXED IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED AND SHOWN HEREON.
- THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY OCCUPY LANDS OF OTHERS.
- UNDERGROUND UTILITIES AND UTILITY SERVICES HAVE NOT BEEN LOCATED ON THIS SURVEY, EXCEPT AS SHOWN.
- LANDS SHOWN HEREON WERE ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S DEED RESTRICTIONS OR MURPHY ACT DEEDS.
- REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
- 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.
- 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.
- THE LAST DATE OF FIELD WORK WAS AUGUST 08, 2018.
- ELEVATIONS, IF SHOWN, ARE IN FEET AND BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988. REFERENCE BEING ST LUCIE COUNTY BENCHMARK, "BOX-CUT FARMERS MARKET", WITH AN ELEVATION OF 17.99'.
- THE EXPECTED USE OF THE SURVEY AND MAP IS COMMERCIAL.

### 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

- REAL TIME KINEMATIC (RTK) METHOD WAS UTILIZED USING A TWO (2) DUAL FREQUENCY TOPCON HYPER GA II SYSTEM.
- 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.
- GPS SURVEY MEASUREMENTS WERE PROCESSED AND ADJUSTED USING CARLSON SURVEY 2008.
- THE HORIZONTAL TARGET ACCURACY FOR THIS SURVEY EXCEEDS MINIMUM STANDARDS OF PRACTICE PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17-051.

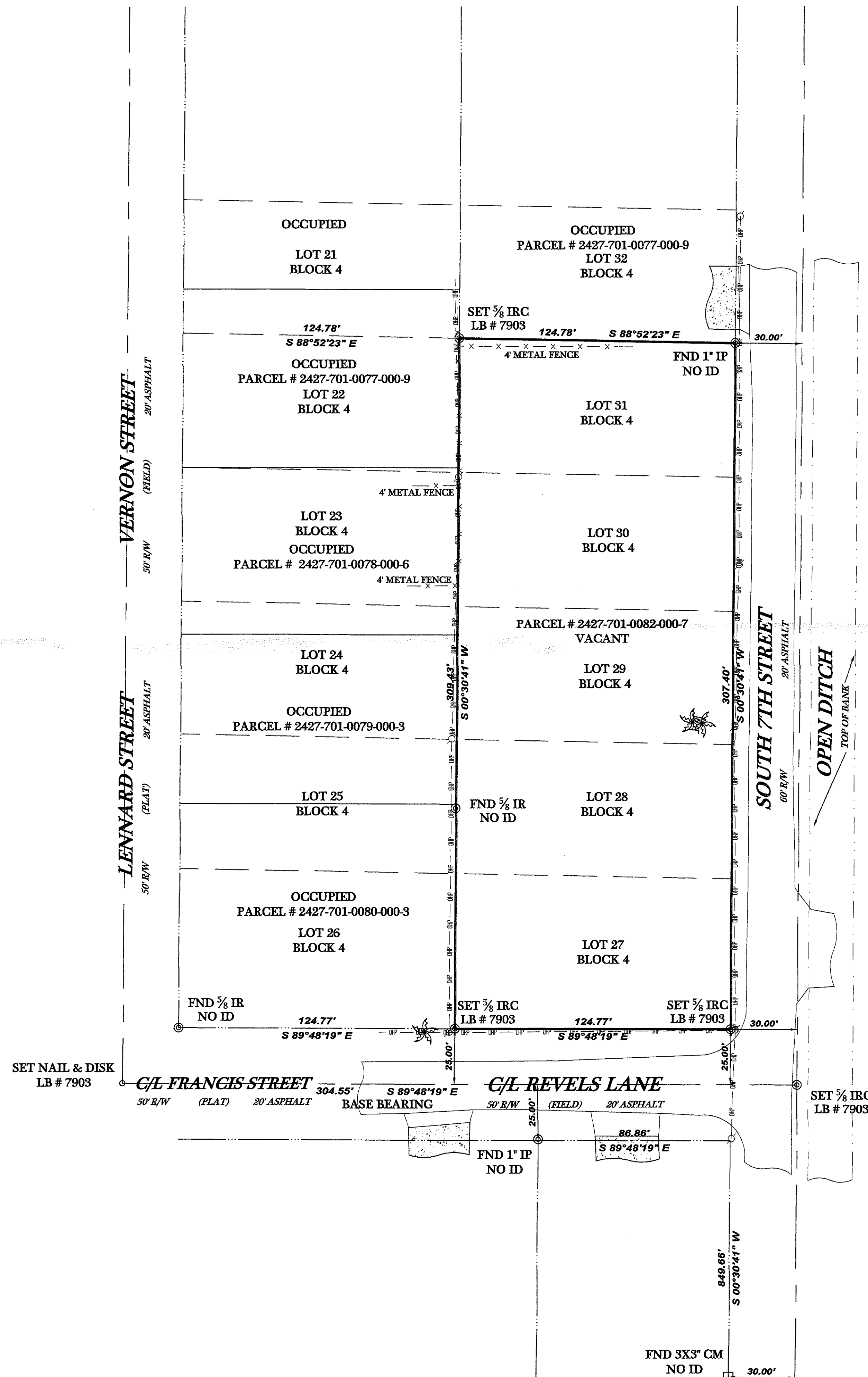
**ARNOLD SURVEYING, INC.**  
PROFESSIONAL SURVEYORS & MAPPERS  
FLORIDA LICENSED BUSINESS NUMBER 7903  
4888 N. KINGS HIGHWAY #425, FORT PIERCE, FLORIDA 34951

**OLEANDER PROPERTIES OF FORT PIERCE, LLC**  
702 REVELS LANE  
FORT PIERCE, FL 34982  
ST LUCIE COUNTY FLORIDA

DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: AUGUST 13, 2018  
HORIZONTAL SCALE: 1"=30'

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

**CHARLES A. ...**  
PROFESSIONAL SURVEYOR  
FLORIDA LICENSE NO. 45  
8-15-18  
PRINTED DATE  
SHEET 1 OF 1  
PROJECT NO. 1



### LEGEND & ABBREVIATIONS

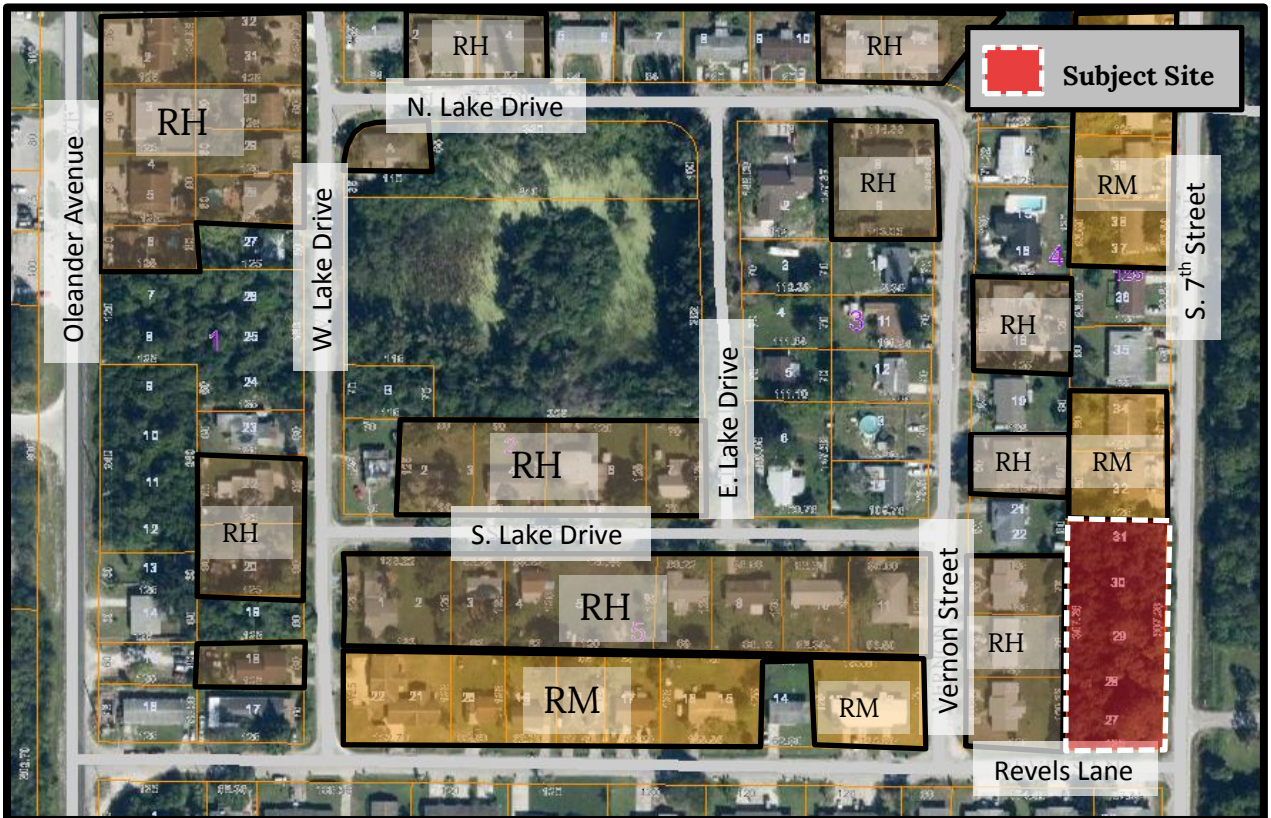
A	ARC LENGTH
A/C	AIR CONDITIONER
BM	BENCHMARK
C	CALCULATED FROM FIELD MEASUREMENTS
C/L	CENTERLINE
CM	CONCRETE MONUMENT
CONC	CONCRETE
DEG OR °	DEGREE
ELEV	ELEVATION
FFE	FINISHED FLOOR ELEVATION
FND	FOUND
ID	IDENTIFICATION NUMBER
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD & CAP
LB	LICENSED BUSINESS
LS	LICENSED 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	REGISTERED LAND SURVEYOR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
WM	WATER METER
&	AND
△	AT
△	DELTA
○	UTILITY POLE
♿	HANDICAP PARKING



**Application for Annexation**  
**702 Revels Lane**  
**Aerial Map**







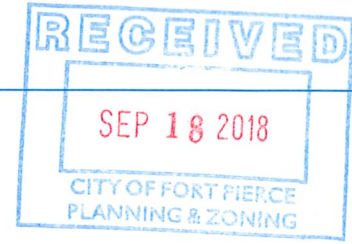
**Application for Annexation  
702 Revels Lane  
Future Land Use Map**





THE SUNRISE CITY  
**FORT PIERCE**  
 ENGINEERING  
 DEPARTMENT

Florida



**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



**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 6<sup>th</sup> 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



PUBLIC WORKS  
ENGINEERING DIVISION  
DEVELOPMENT REVIEW  
COMMITTEE

---

**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.



PUBLIC WORKS  
ENGINEERING DIVISION  
DEVELOPMENT REVIEW  
COMMITTEE

---

**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](http://www.stlucieco.org)  
Ph. (772) 462-1721  
E-mail [reedr@stlucieco.org](mailto:reedr@stlucieco.org)*



ST. LUCIE COUNTY  
PLANNING & DEVELOPMENT SERVICES  
TECHNICAL REVIEW LETTER

---

**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**

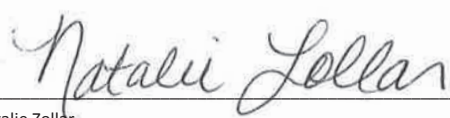
STATE OF FLORIDA  
COUNTY OF ST. LUCIE

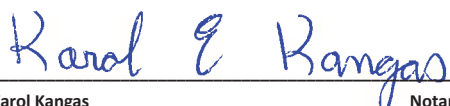
Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie 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

  
 \_\_\_\_\_, who is  
 Natalie Zollar  
 personally known to me or  
 who has produced \_\_\_\_\_ as identification.

  
 \_\_\_\_\_  
 Karol Kangas Notary Public



# Transportation

**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

 **Buy & Sell fast!**  
TCPALM Localfieds

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](http://www.demandstar.com) or by contacting the Purchasing Division at (772) 226-1416 or [purchasing@ircgov.com](mailto:purchasing@ircgov.com). All other communications concerning this bid shall be directed to IRC Purchasing Division at [purchasing@ircgov.com](mailto: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](http://www.fpua.com), [www.demandstar.com](http://www.demandstar.com) or by e-mail request to [PurchasingManager@fpua.com](mailto: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!**

**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 at 11:00 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



**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, carpet, beautiful grounds \$115,000, owner financing (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](http://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 SUBDIVISION** - 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](mailto:bfyoga@aol.com)  
[verobeachrentals.org](http://verobeachrentals.org)



**VERO BEACH RENTALS AND PROPERTY MANAGEMENT**  
772-228-1414  
[Rent@VeroBeachRent.com](mailto:Rent@VeroBeachRent.com)  
**Let us rent and manage your investment for YOU!!**  
[VeroBeachRent.com](http://VeroBeachRent.com)



**VERO BEACH GARDEN GROVE GATED COMMUNITY**  
2 Br/2 Ba with office/den Club house + pool. No pets, yearly rental \$1600/mo. Avail. 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, Clbhs, heated pool, close to everything! Avail. Dec. 1 (908) 745-8238

**Condos Unfurnished**

**SURREY WOODS**  
2/2 all tile, appls, gated, pool, sm pett. 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

**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**

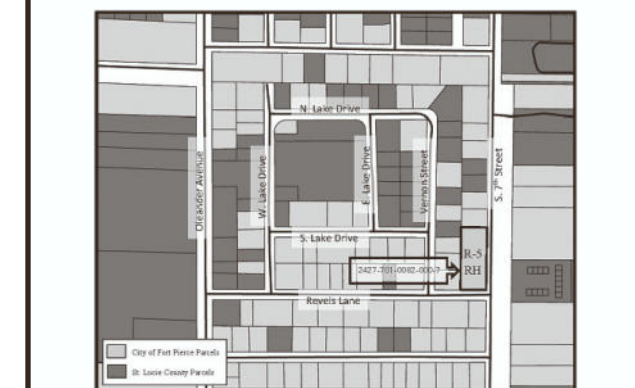
**RV LOTS**  
\$400/Month  
+ Utilities, 55+ comm  
386-233-8097 or  
305-338-5063

**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.

**The key to selling your car starts here**

**Wheels/Recreation**






Place your ad online at

**Localfieds**

Reach locals

# Transportation

**Localfieds** Where local meets classifieds Place your ad with us. Call 1-877-2472407

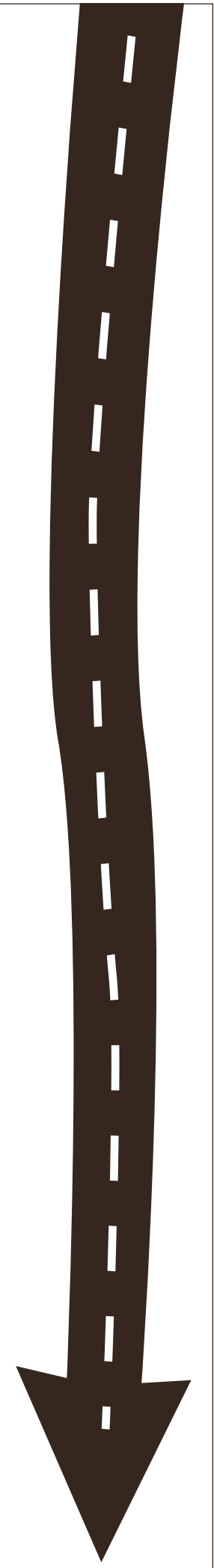
 <b>Transportation</b> Auto Dealer Directory	<b>Auto Dealer Directory</b> <b>GATOR CHRYSLER DODGE JEEP</b> Drive A Little • Save A Lot US-1, Melbourne <b>gatorchrysler.net</b> (321)724-6611  <b>Buy &amp; Sell fast!</b> <b>TCPALM Localfieds</b>	<b>Auto Dealer Directory</b> <b>VELDE FORD</b> velde-ford.com 488 US Hwy 1 VERO BEACH <b>772-569-3400</b> <b>VERO BEACH JEEP</b> 855 S. US ONE 800-375-2966 verobeachcjd.com	<b>Auto Dealer Directory</b> <b>GRIECO NISSAN</b> Sales/Service 4815 S US 1 1-888-728-4235 GriecoNissan.com (772)464-4645  <b>Buy &amp; Sell fast!</b> <b>TCPALM Localfieds</b>
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<b>Request for Bids</b> <b>ENCLOSED</b> and shall bear the name and address of the bidder on the outside and the words: <b>"West Wabasso Community Gravity Sewer System, Phase 2"</b> ; 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.	<b>Request for Bids</b> 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	<b>Request for Bids</b> REPLACEMENTS-PHASE 2  per detailed specifications and statement of work available on www.fpu.com, www.demandstar.com or by e-mail request to PurchasingManager@fpu.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	<b>Apartments - Unfurn.</b> <b>FORT PIERCE</b> 1BR/1BA 2BR/2.5BA <b>www.CortezVillage.net</b> (772) 466-1505  <b>STUART 2BR/2BA.</b> Executive Apt. in North River Shores. Screened porch. Washer & Dryer. \$1050/mo. Security required. Call 561-662-7908 Mature adults only.  <b>Homes Unfurnished</b> <b>POINTE WEST HOUSE -</b> 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.  <b>PORT ST. LUCIE 1981 SW HAMPSHIRE LN.</b> 3/2/2 w/ Lg cover patio. Over 2300sq ft, close to 95 & turnpike. Quiet area, <b>NO PETS, NO SMOKING.</b> \$1500/mo (772)621-8188
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<b>Wheels/Recreation</b>  <b>Buy and Sell here!</b> 	<b>Real Estate Sales</b>  <b>Open Houses</b> <b>INLET AT SEBASTIAN CONDO OPEN HOUSE 1-4 13530 MYSTIC DR #205, \$219,900</b> 3BR/2BA Huge balcony 1 car garage, club house, in the Indian river with pool. <b>Co Nelson Mosocco Realtor Century 21 (561)313-0633</b>  <b>OPEN HOUSE SUN. 11th 12-3pm</b> 3BR/2BA, ICW access, newly updated, 611 E. Causeway Blvd. Vero B. (772)532-2359  <b>Homes For Sale</b> <b>2 ACRES, EQUINE CMTY</b> 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 <b>Wendy Dewitt, Realtor Olde Florida Realty 772-341-3478</b>  <b>DOCTORS ROW</b> 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  <b>FSBO-PALM CITY FARMS-5 ACRES</b> CBS 3 /2 .5/ 2 Built 2003 Fenced/ No Wetland By Appt (772)285-9432  <b>PALM CITY/CHARTER CLUB NICE!</b> 3/2/2 CBS lakefront home w/shutters newer roof new A/C & more! \$274,000 <b>Donna Deuso 772-834-5246 Real Estate of FL</b>	<b>Real Estate Commercial</b>  <b>Commercial RE Lease</b> <b>VERO BEACH:</b> all sizes, best location, beautiful offices ready for occupancy. Great incentives, multi-zone, private bathroom, starting at \$11.50 a sf (772)569-6200  <b>Offices/Warehouses/Rent</b> <b>OFFICE SPACE</b> Real estate company extra office space for rent. Located in busy Walgreens plaza. Rent negotiable. Call 772-485-5222 for information.  <b>Transportation</b>  <b>Automobiles for Sale</b> <b>'03 MITSUBISHI GALANT</b> 75K mi! New Mich. tires, sunrf, CD, AC \$2,350 (772)672-2900. <b>'11 HYUNDAI SONATA</b> -65K mi, 30+ mpg, 1 owner, cold air, clean. \$6995 (772)532-7327. <b>2009 JAGUAR</b> One of a kind, gar. kept, 19K mi, must see \$18,500 (772)562-9898. <b>2010 TOYOTA PRIUS</b> 146K mi. Selling due to disability. \$15,000 (772)800-3848. <b>AFFORDABLE AUTO SALES OF STUART</b> 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  <b>WE FINANCE!</b> <b>www.stuartautosales.com (723) 600-8436</b>  <b>Sports and Imports</b> <b>'03MERCEDES-BENZ SLK320 ROADSTER.</b> Must see & drive! \$5450 (772)485-7834. <b>'03MERCEDES-BENZ SLK320 ROADSTER.</b> Must see & drive! \$5450 (772)485-7834. <b>JAGUAR XF - 2013.</b> 32K mi. Ex cond! White, sunroof \$21,000 (772)284-0461.  <b>Sport Utility Vehicles</b> <b>2005 TOYOTA SIENNA XLE</b> 104K mi, leather interior, Seats 7, \$5250 (772)284-0461  <b>Vans</b> <b>HONDA ODYSSEY - 2002.</b> Van. 6-psgr, AC, Svc records, runs great \$2200 (772)321-7564.  <b>Classic Cars</b> <b>1985 CADILLAC ELDORADO</b> New paint & tires, runs good, garaged, \$6700 (772)286-9965.  <b>Vehicles Wanted</b> <b>AAA AUTO ANALYSIS</b> All Makes • All Price Ranges • We buy Cars, Trucks & Motorcycles; Est. 1981 <b>772-260-9707</b>  <b>A ACURA TO VOLVO'S TOP \$ DOLLAR CASH FOR YOUR VEHICLE</b> 772-879-9995 <b>CARS &amp; US INC.</b>
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<b>Public Notices</b> <b>CITY OF FORT PIERCE NOTICE OF PUBLIC HEARING FOR AN ANNEXATION</b> 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:  <b>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 DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.</b>   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	<b>Public Notices</b> <b>VERO BEACH</b>  <b>LAUREN CONNOLLY</b> 772-633-5453  <b>Vista Royale</b> 9 Vista Palms Ln #101 2BR/2BA, 1st Floor Corner Updated Master Bath <b>\$88,900</b>  <b>1908 37th Ave</b> 3BR/2BA CBK Tropical Oasis w/XL 3-bay garage & 9' overhead doors. <b>\$283,000</b>  Lauren Connolly, CRS, GRI Broker/Owner   <b>Condos-Furn</b> <b>VERO BEACH VISTA ROYALE 1ST. FLOOR</b> 2 bed, 2 bath. Excellent Condition, Fully furnished. \$115,000.00 Call (508)523-3573  <b>Manufactured Homes</b> <b>VERO</b> 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  <b>Real Estate Rentals</b>  <b>Apartments - Furnished</b> <b>STUART</b> waterfront efficiency on St. Lucie River, downtown, in historic district, off street parking, CLEAN, no pets; Rent includes utilities; Call 772-283-5677
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<b>RENTALS</b> <b>Let Me Rent Your Properties!</b> Annual/Seasonal Furnished/Unfurnished  <b>Barbara Foster Realtor (772) 713-5088 (772) 234-3450 ext. 2020 bfyoga@aol.com verobeachrentals.org</b>   <b>VERO BEACH RENTALS AND PROPERTY MANAGEMENT</b> 772-228-1414 Rent@VeroBeachRent.com <b>Let us rent and manage your investment for YOU!!</b> VeroBeachRent.com   <b>VERO BEACH GARDEN GROVE GATED COMMUNITY</b> 2 Br/2 Ba with office/den Club house + pool. No pets, yearly rental \$1600/mo. Avail. Nov. 1 (772)696-3344  <b>Condos Furnished</b> <b>VERO BEACH</b> 2BR/2BA water front, pool & clubhouse close to beach & restaurants 3/mo min. \$2500/mo. (561)951-4653  <b>VERO BEACH</b> Oak Park Terrace 2BR/2BA, 55+ 1st floor, Unfurn. \$980/mo + Security, Clbse, heated pool, close to everything! Avail. Dec. 1 (908) 745-8238  <b>Manufactured Homes</b> <b>SU-RENE MHP</b> - 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  <b>Waterfront Rentals</b> <b>River View, 2BR/2BA, 1975sq.</b> ft. SS appl., ceiling fans, 10 ft. ceilings, clubhouse, pool/tennis/grills, (352)304-0529  <b>Beach Rentals</b> <b>HUTCHINSON ISLAND SOUTH</b> 1BR/2BA Condo. Ocean, river and golf views. \$4500 a month. 3 mo. min. Call 248-377-1596  <b>VERO BEACH OCEANFRONT</b> Avail Mar 1, 2019 Furnished 1 & 2BR condos. Ocean Dr, htd pool, no pets \$1250/week; monthly neg. (772)492-8014 (443)235-9256  <b>Rooms Furn/Unfurn</b> <b>PALM CITY</b> Pool/spa, Tiki bar, private room, very safe quiet area, video security, \$700/mo. incs. all Call 772-201-9079  <b>VERO BEACH</b> - Internet/TV, access to kitchen, dining, living & laundry rooms. Private bath. Prefer older gentleman \$550/mo. Quiet/Nice area. Call (772)501-4038  <b>Wanted To Rent</b> <b>ROOM TO RENT YEAR ROUND</b> Own furniture. Very to myself & quiet. Looking for nice people to room with (802)565-8336	<b>RV Parks/Resorts/Camp</b> <b>RV LOTS</b> \$400/Month + Utilities, 55+ comm 386-233-8097 or 305-338-5063
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**City Commission Regular Meeting**

**12.f.**

**Meeting Date:** 12/03/2018

**Re:** Legislative Hearing - Ordinance 18-041 Amending Construction Board of Adjustments and Appeals - FIRST READING

**Submitted For:** Paul Thomas, Building Official, Building

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**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. SECOND 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

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**Fiscal Impact**

**OTHER INFORMATION:**

None at this time.

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**Attachments**

Proposed Ord. 18-041  
Proposed Ord. 18-041 Proof of Advert.  
Proof of Publication

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**Form Review**

**Inbox**

Building

City Manager

Form Started By: Karen Murphy

Final Approval Date: 11/21/2018

**Reviewed By**

Ed Roseberry

Nick Mimms

**Date**

11/07/2018 08:36 AM

11/14/2018 03:42 PM

Started On: 11/06/2018 08:31 AM

**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. 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.

**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. 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.

**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:

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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 3<sup>rd</sup> day of December, 2018.

ATTEST

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Linda Hudson  
MAYOR COMMISSIONER

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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

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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  
 personally known to me or  
 who has produced \_\_\_\_\_ as identification.

Karol E Kangas  
 Karol Kangas Notary Public



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:

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/s/ Linda W. Cox, City Clerk  
Publish: 11/9/2018  
tcn 2158822

**City Commission Regular Meeting**

**12.g.**

**Meeting Date:** 12/03/2018

**Re:** Ordinance No. 18-042; Amendment to the City of Fort Pierce Pension Plan

**Submitted For:** Karen Logue, Chief Accountant, Finance Department

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**SUBJECT:**

Legislative Hearing - Ordinance 18-042 Amending Chapter 13; Changing the Retirement vesting period from 10 years to 5 years for the Fort Pierce Utilities Authority, correcting Scrivener's error in Ordinance 18-037, adopted by Commission November 5, 2018. FIRST READING

**SUMMARY:**

The amendment of Chapter 13 of the Code to change the vesting years of service for Fort Pierce Utilities Authority employees from 10 years to 5 years; to include employees hired on or after October 1, 2012.

**RECOMMENDATION:**

Adopt Ordinance No. 18-042, amending Chapter 13 of the Code.

**ALTERNATIVES:**

Deny the amendment

**RESPONSIBLE STAFF:**

Finance Director

**COORDINATED WITH:**

City of Fort Pierce Retirement Board  
City Clerk for Advertising

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**Fiscal Impact**

**Budgeted Y/N:** N

**Fiscal Year:** 2018

**OTHER INFORMATION:**

N/A

---

**Attachments**

Ordinance No. 18-042

Proof of Publication

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**Form Review**

Inbox

Reviewed By

Date

Finance Department  
City Manager

Karen Logue  
Nick Mimms

Form Started By: Queen Thompkins  
Final Approval Date: 11/27/2018

11/26/2018 10:22 AM

11/27/2018 02:51 PM

Started On: 11/19/2018 01:17 PM

**ORDINANCE NO. 18-042**

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING **CODE SECTION 13-40**; DECREASING CREDIT SERVICE REQUIREMENT FOR UTILITIES AUTHORITY COVERAGE PLAN; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS** on September 16, 2013, there was adopted Ordinance L-298 which ordinance among other things increased service credit requirements for pension eligibility of general employees of the City, police officers and employees of the Utility Authority, from five years to ten (10) years; and

**WHEREAS**, on November 5, 2018, the City Commission adopted Ordinance 18-037 restoring the original credit service requirement of five (5) years retroactively so as to eliminate the ten (10) year eligibility requirement; and

**WHEREAS**, Ordinance 18-037 inadvertently failed to include the change to Section 13-40 adjusting the vesting period thus requiring a corrective ordinance.

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

**SECTION 1.** Section 13-40 of the Code of Ordinances is hereby amended so that the same shall read hereinafter as follows:

**Sec. 13-40.** - Utilities authority coverage plan; applicability; credited service and/or age and credited service requirements for normal retirement; amount of normal retirement annuity; member contribution rate.

- (a) The utilities authority coverage plan is applicable to all members employed by the Ft. Pierce Utilities Authority.
- (b) The credited service and/or age and credited service requirement for normal retirement are:
  - (1) Twenty-five (25) or more years of credited service; or
  - (2) Age sixty (60) years or older and five (5) or more years of credited service, ~~or no fewer than ten (10) years if the individual became a member on or after October 1, 2012.~~
- (c) The amount of a normal retirement annuity under the standard form of payment is three (3) percent of final average compensation times credited service, subject to the applicable maximums set forth in sections 13-31 and 13-64
- (d) The member contribution rate is six and sixteen-one-hundredths (6.16) per cent of compensation.
- (e) The credited service requirement for vested termination of membership is five (5) years. A vested former member may make application for benefit commencement on or after attainment of age sixty (60) years.

**SECTION 2.** In the event a court of competent jurisdiction should determine hereafter that any part of this ordinance is invalid, for any reason, then, in such event, the invalid portion shall be severed, with the remainder of such ordinance to be given full force and effect.

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

**SECTION 4.** This ordinance is and the same shall become effective retroactively to September 16, 2013, upon final passage hereof.

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. 18-042 was duly advertised by title only in the St. Lucie News Tribune on \_\_\_\_\_, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on December 3, 2018 and was duly introduced, read by title only, and passed on second and final reading December 17, 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 17<sup>th</sup> 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)	2164282	CITY OF FORT PIERCE NOTICE OF PUBLIC	18-042

Pub Dates  
November 21, 2018

Sworn to and subscribed before me this day of, November 21, 2018, by

Natalie Zollar, who is  
Natalie Zollar  
 personally known to me or  
 who has produced \_\_\_\_\_ as identification.

Karol E Kangas  
Karol Kangas Notary Public



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, December 3, 2018 and Monday, December 17, 2018 on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

ORDINANCE NO. 18-042 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING CODE SECTION 13-40; DECREASING CREDIT SERVICE REQUIREMENT FOR UTILITIES AUTHORITY COVERAGE PLAN; 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: 11/21/2018  
Tcn 2164282

**City Commission Regular Meeting**

**13.a.**

**Meeting Date:** 12/03/2018

**Re:** Planning Board Appointment

**Submitted For:** Linda Cox, City Clerk, City Clerk

---

**SUBJECT:**

Resolution 18-R59 reappointing Bob Burdge and Gloria Johnson-Scott to the Planning Board.

**SUMMARY:**

The terms of planning board members run concurrently with the term of the appointing commissioner. Accordingly, Commissioners Alexander and Perona need to make reappointments.

**RECOMMENDATION:**

Adopt resolution.

**ALTERNATIVES:**

Seek new applicants.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Rebecca Grohall, Planning Director

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**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

18-R59

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	11/26/2018 08:13 AM
City Manager	Nick Mimms	11/27/2018 02:51 PM
Form Started By: Linda Cox		Started On: 10/31/2018 04:41 PM
Final Approval Date: 11/27/2018		

**RESOLUTION NO. 18-R59**

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

**BE IT RESOLVED** By the City Commission of the City of Fort Pierce, Florida, that the following be and is hereby appointed by the City Commission to serve as a member of the City Planning Board; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

Bob Burdge - Commissioner Perona Appointee  
Gloria Johnson-Scott - Commissioner Alexander Appointee

**BE IT FURTHER RESOLVED** that this Resolution shall become effective upon adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this 3rd day of December, 2018.

\_\_\_\_\_  
LINDA HUDSON  
MAYOR COMMISSIONER

ATTEST:

\_\_\_\_\_  
LINDA W. COX  
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
BEN BRYAN, JR., ESQ.  
INTERIM CITY ATTORNEY

**City Commission Regular Meeting**

**13.b.**

**Meeting Date:** 12/03/2018

**Re:** Submittal of application for Historic Preservation Board

**Submitted For:** Rebecca Grohall, Director, Planning & Zoning

---

**SUBJECT:**

Resolution No. 18-R60 appointing George "Buster" Johansen as Alternate #1 to 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

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**Attachments**

18-R60  
Johansen Historic Preservation Board Application

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
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: 11/21/2018

**RESOLUTION NO. 18-R60**

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.

**BE IT RESOLVED** By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Historic Preservation Board in accordance with Section 23-22 of the Code of Ordinances of the City of Fort Pierce; said term to commence on December 3, 2018 and to expire on December 2, 2021 or when a successor has been duly appointed.

<u>Name</u>	<u>Position</u>
George "Buster" Johansen	Alternate #1

**BE IT FURTHER RESOLVED** that this Resolution shall become effective on the 3rd day of December, 2018.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this 3rd day of December, 2018.

\_\_\_\_\_  
Linda Hudson, Mayor

ATTEST:

\_\_\_\_\_  
Linda W. Cox, City Clerk

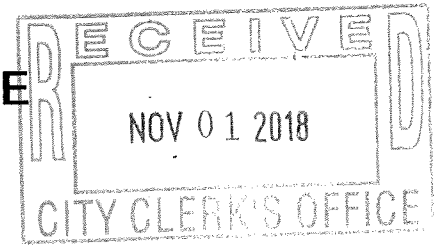
Approved as to Form  
And Correctness:

\_\_\_\_\_  
Ben Bryan, Jr. Esq.  
Interim City Attorney



# CITY OF FORT PIERCE

100 NORTH US HWY 1  
FORT PIERCE, FLORIDA 34950  
(772) 467-3065 fax (772) 467-3841



## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historical Preservation Board

Name: <u>George (Buster) Johansen</u>	Phone: <u>722-801-3606</u>
Home Address: <u>2732 Sunrise Blvd.</u> City/Zip Code: <u>Ft. Pierce Fl. 34982</u>	How long at this address? <u>13 yrs.</u>
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>Retired</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No    Other: Describe your education, background, training and knowledge – (feel free to attach a resume): <u>General Contractor in Nebr.</u> <u>I was on the Historical Board in Columbus Nebr.</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: <u>Jon Neprud</u>	Applicant Email Address:
Date: <u>10/31/18</u>	Applicant's Signature: <u>George W. Johansen</u>

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](mailto:lcox@city-ftpierce.com)

**City Commission Regular Meeting**

**13.c.**

**Meeting Date:** 12/03/2018

**Re:** Resolution 18-R61, Lease Agreement with Rep. Johnson

**Submitted For:** Nick Mimms, City Manager, City Manager

---

**SUBJECT:**

Resolution 18-R61 Approving Lease of Space in City Hall to Delores Johnson Florida State Representative

**SUMMARY:**

District 84 State Representative Delores Johnson requested a lease for space in City Hall at 100 North US #1, Fort Pierce, Florida, to be used as her District Office. The two year lease agreement is effective December 1, 2018 to November 30, 2020, with a monthly lease payment of \$250.

**RECOMMENDATION:**

Approve lease agreement with Representative Johnson.

**ALTERNATIVES:**

Staff will proceed as directed by the Commission.

**RESPONSIBLE STAFF:**

Nicholas C. Mimms, City Manager

**COORDINATED WITH:**

Benjamin L. Bryan, Jr., Interim City Attorney

---

**Fiscal Impact**

**Budgeted Y/N:** N/A

**Fiscal Year:** 2019

**Amount:** 3000.00

**OTHER INFORMATION:**

Lease payments in the amount of \$250 per month for a total of \$3,000 per fiscal year.

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**Attachments**

Resolution 18-R61 Lease Agreement with Rep. Johnson

---

**Form Review**

**Inbox**

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 11/29/2018

**Reviewed By**

Nick Mimms

**Date**

11/29/2018 04:56 PM

Started On: 11/29/2018 04:05 PM



**RESOLUTION NO. 18-R61**

**A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE LEASE OF SPACE IN CITY HALL TO DELORES JOHNSON, FLORIDA STATE REPRESENTATIVE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 13(d) of the City Charter allows for a department or agency of the State of Florida to apply to the City of Fort Pierce for lease of real property owned by the municipality for public or community interest and welfare; and

**WHEREAS**, District 84 State Representative Delores Johnson has requested a lease agreement for space in City Hall at 100 North U.S. #1, Fort Pierce, Florida, to be used as his District Office; and

**WHEREAS**, the City of Fort Pierce is satisfied that such property is available for such use and is not needed for city purposes.

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

**SECTION 1.** The City Commission does hereby authorize a Lease Agreement for Office Space at City Hall (as shown on Exhibit "A" attached hereto) with District 84 State Representative Delores Johnson for the purpose of a governmental public office and the rent shall be \$250.00 per month.

**SECTION 2.** The Mayor is authorized to execute such Lease Agreement on behalf of the City.

**SECTION 3.** This resolution shall become effective upon adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted on this 3<sup>rd</sup> day of December, 2018.

\_\_\_\_\_  
Linda Hudson, Mayor

ATTEST:

\_\_\_\_\_  
Linda Cox, City Clerk

Approved as to Form  
And Correctness:

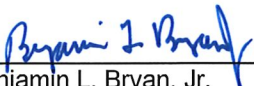
  
\_\_\_\_\_  
Benjamin L. Bryan, Jr.  
Interim City Attorney

EXHIBIT A

(insert Lease Agreement)

**NON-ASSIGNABLE  
LEASE AGREEMENT FOR OFFICE SPACE AT CITY HALL**

This agreement (Lease) for certain office space located at City Hall, made and entered into effective as of December 1, 2018, between the City of Fort Pierce, a Florida municipal Corporation (Lessor) and Delores Johnson, as Florida State Representative, District 84, (Lessee).

**1. LEASED PREMISES**

Lessor hereby leases to Lessee certain office space located at City Hall, 100 N. US Highway One, Fort Pierce, Florida, 34950. That office space is more particularly described as approximately 500 square feet of floor area at City Hall, as identified on the sketch in Exhibit "A" (Administrative Services Office), attached hereto (Leased Premises). Lessor also hereby grants to Lessee and Lessee's employees, agents, invitees, licensees and vendors the nonexclusive right to use the common areas of the building, including, but not limited to the bathrooms and conference rooms.

**2. USE**

Lessee shall use and occupy the Leased Premises for the purpose of a governmental public office for a Florida State Representative, District 84, and for no other purpose.

**3. TERM**

The term of this lease shall commence on December 1, 2018 and shall continue until expiration on November 30, 2020 (the Term), and may be extended as hereinafter provided. Notwithstanding anything to the contrary contained herein, Lessee and Lessor shall each have the right to terminate this lease upon thirty (30) days written notice by the terminating party delivered as hereinafter set forth.

**4. OPTION TO RENEW**

Provided this lease is in good standing and Lessee is not in default hereunder, Lessor hereby grants to Lessee the option to extend this lease for an additional two (2) years, with the same terms, covenants and conditions set forth in this lease, except as hereinafter specifically provided.

**5. RENT**

Lessee shall pay to Lessor in United States currency the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) per month, payable in advance on the first day of each rental month during the term of this lease.

Rent shall be paid to the following address:

City of Fort Pierce  
C/O Finance Director  
100 North US Highway 1  
Fort Pierce, FL 34950

**6. LESSEE AND LESSOR'S RESPONSIBILITIES**

Lessee shall provide any office furnishings, pay for any telephones, computers or other accessory equipment and all electric services.

Lessor shall pay for all water, sewer, garbage and janitorial services. Lessor shall provide accessibility to the premises during normal business hours and shall provide key access after hours.

**7. LESSEE'S IMPROVEMENTS**

All alterations, additions, improvements, decorations or installations, including but not limited to, railings, air-conditioning ducts or equipment, except moveable furniture, partitions and fixtures put in at the expense of the Lessee which can be removed by Lessee without causing any structural damages to the building and where Lessee reasonably repairs any damages to the Leased Premises due to removal of the fixture(s), shall become the property of the Lessor at the termination of this lease. Lessee shall pay the cost of any and all office improvements. Lessee shall obtain prior written consent from Lessor as to any alterations of the Leased Premises.

**8. NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given in person or sent certified mail, return receipt requested, first class, postage prepaid and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Article.

**IF TO LESSEE:**

Delores Johnson  
Florida State House of Representatives, District 84  
City of Fort Pierce  
100 North US Highway 1  
Fort Pierce, FL 34950

**IF TO LESSOR:**

City Manager  
City of Fort Pierce  
100 North US Highway 1  
Fort Pierce, FL 34950

**9. ENTIRE AGREEMENT**

It is understood and acknowledged there are no oral agreements between the parties hereto affecting this lease and this lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the lease specifically incorporated herein.

**10. MODIFICATION OF LEASE**

This lease may be modified only by mutual written agreement of both parties, and shall be non-assignable.

**11. GOVERNING LAW**

The laws of the State of Florida shall govern the validity, performance and enforcement of this lease. Should either party institute legal action to enforce any provisions contained herein, it is agreed the venue of such action shall be in St. Lucie County, Florida; and both parties hereby waive any defenses to the contrary. This lease shall not be construed either for or against Lessee or Lessor, but shall be interpreted in accord with the general tenor of this language.

**12. COMPLIANCE WITH LAW**

Lessor covenants and warrants the building and the Leased Premises and any use or intended use thereof by Lessor presently complies with, and will continue throughout the term of this lease to comply with all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations, and all other applicable laws, rules and regulations including but not limited to the American with Disabilities Act of 1990, 42 USC 12101, et. seq. If Lessor receives notice from federal, state or other government body that they are not in compliance with any such covenant, ordinance, code, law or regulation, Lessor will promptly provide the Lessee with a copy of such notice and with a statement of Lessor's intended action to bring the building and the Leased Premises and Lessor's use thereof into compliance. The provisions of this paragraph 12 are material terms of this lease.

**LESSOR:**

**CITY OF FORT PIERCE, FLORIDA**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Linda Hudson, Mayor

\_\_\_\_\_  
Witness

**LESSEE:**

\_\_\_\_\_  
Witness

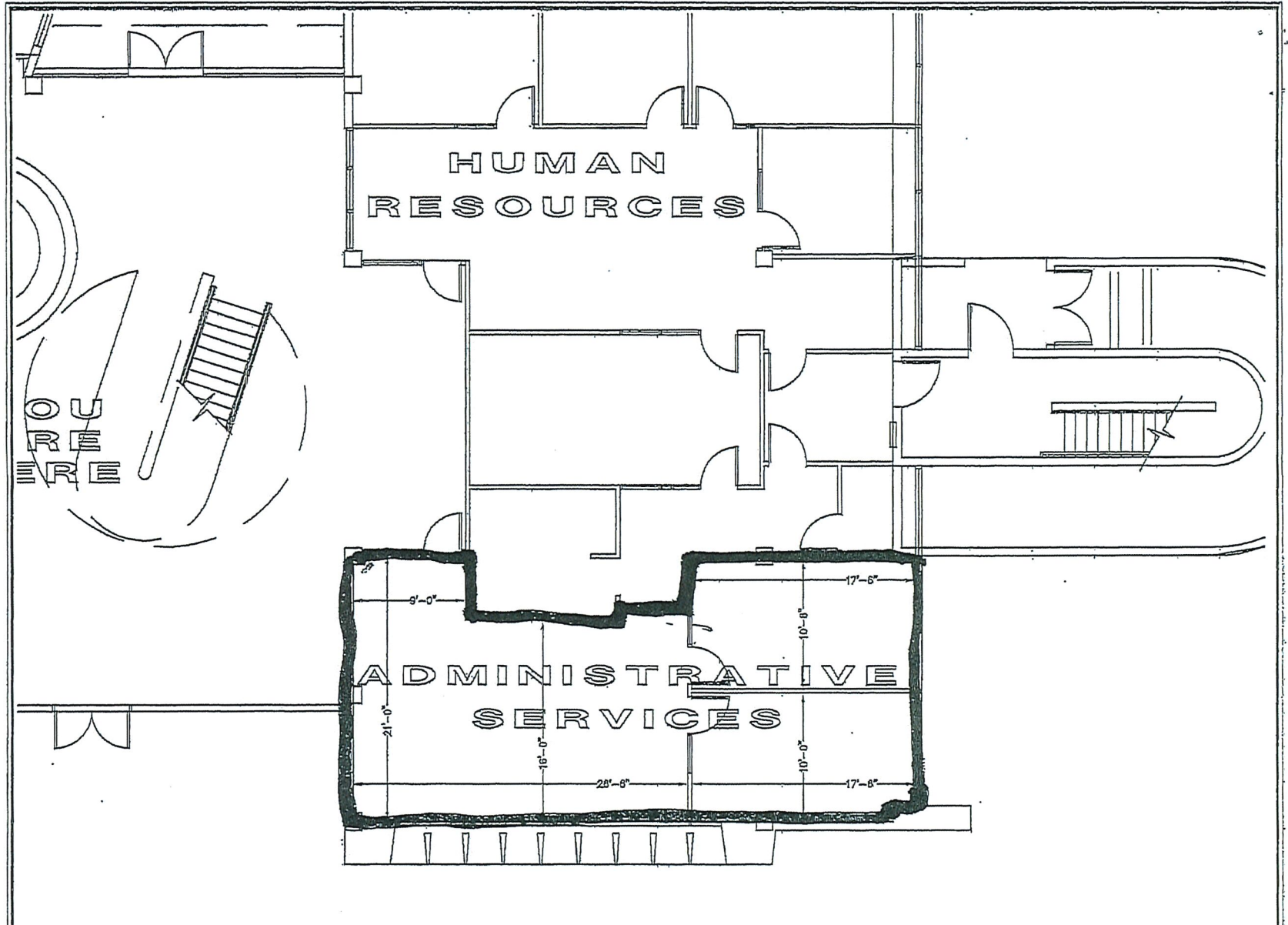
\_\_\_\_\_  
Delores Johnson  
State Representative, District 84

\_\_\_\_\_  
Witness

**APPROVED AS TO FORM AND CORRECTNESS:**

By:   
Benjamin L. Bryan, Jr., Interim City Attorney

EXHIBIT "A"



C:\Private\ALL\300 QB Drive\Documents and Settings\Dgn\FACILITIES\City Hall\Floor Layouts\1ST FL DIM.dwg



CITY OF FORT PIERCE  
DEPARTMENT OF ENGINEERING

ADMINISTRATIVE SERVICES  
OFFICE SPACE

DATE: 11/19/12  
SCALE: N.T.S.  
DRAWN:



No.	DATE	BY	REVISIONS

SHEET  
1  
OF  
1

**City Commission Regular Meeting**

**15.a.**

**Meeting Date:** 12/03/2018

**Re:** City Manager's Report

**Submitted For:** Nick Mimms, City Manager, City Manager

---

**SUBJECT:**

City Manager's Report

---

**Attachments**

CM Report Dec 2018

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	11/26/2018 08:14 AM
City Manager	Nick Mimms	11/26/2018 08:15 AM
Form Started By: Jennifer Robinson		Started On: 11/16/2018 12:07 PM
Final Approval Date: 11/26/2018		

# SUNRISE CITY

*Spectrum*



DECEMBER 2018



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4 POLICE DEPARTMENT

8 PLANNING DEPARTMENT

10 BUILDING DEPARTMENT

12 PUBLIC WORKS DEPARTMENT

14 INDIAN HILLS GOLF COURSE

15 FORT PIERCE CITY MARINA

16 SUNRISE THEATRE

18 CITY CLERK | NEW BUSINESSES

19 UPCOMING EVENTS

Registration is open for the City of Lights Decorating Contest with a chance to win \$250 and bragging rights for the best decorated home or business on the block. Visit [www.LoveFortPierce.com](http://www.LoveFortPierce.com) for more info.

Also, don't forget to RSVP for 4 festive days of the Annual Trolley Tour. Sunday, December 16th | Monday, December 17th | Tuesday, December 18th | Wednesday, December 19th, with 3 convenient times to choose from. Just call, 772.465.4170 to sign up.





# TRUNK OR TREAT

**AUDRIA WELLS - POLICE DEPARTMENT,  
PUBLIC INFORMATION OFFICER**

One of the main attractions in Fort Pierce on Halloween was the Fort Pierce Police Department’s Second Annual Trunk-or-Treat. A caravan of 10 police vehicles, with light and sirens blaring, made stops at six area locations providing thrills and chills along the way.

The event was not just about connecting law enforcement with the community, but also giving kids and their families a safer alternative to celebrate the holiday. At each of the stops, which included

the Boys & Girls Club’s Infinity Clubhouse, First Step Park, Ilois Ellis Memorial Park, Maravilla Park, Marina Square, and PAL Park, trick or treaters and their families converged on the convoy. Chief Diane Hobley-Burney was met with multitudes of expressions of gratitude from parents escorting their children to the locations.

Police Department personnel went all out decorating their vehicles in hopes of winning first place in the Favorite Car Contest. Votes had to be cast on Facebook. The top three were first place, Crime Scene Officer Mandral Gibson and IT Specialist Alfonso

Fernandez; second place, Officer Martin Ortiz and third place Sergeant Brian MacNaught.

This year was our biggest, yet. On two occasions, Chief Diane Hobley-Burney had to make runs for more candy. We are expecting next year to be even larger and the Favorite Car competition to be stiffer.





This year, the Fort Pierce Police Department continued its tradition of involvement at the Indian River Lagoon Science Festival. The event in its 5th year was free and open to the public. Thousands of science enthusiasts attended the daylong festival featuring hands-on activities from exhibitors throughout the Treasure Coast.

Officer Damian Spotts, who has been on the event planning committee for four of the festival's five years in the City of Fort Pierce, has ensured that the Department is well represented. The Crime Scene Investigation Unit setup a booth which allowed festival goers to get an up close look at some of the tools used in processing evidence collected from crime scenes. The Department's ever-popular Canine Unit performed a memorizing demonstration of their skills in apprehending suspects. The Fort Pierce Police Explorers Post 477 were also in attendance, helping with the event staff.







**JAMES E. WILKERSON A.L.A.**  
119 East Tulane Drive  
Greenville, S.C. 29609  
864.379.2562  
864.343.8373 f

FLA. REG. ARCH. 50054  
JOB NO. 201821

DQ GRILL & CHILL  
2716 US HWY 1  
FORT PIERCE, FL  
34922

AMERICAN DAIRY QUEEN  
11919 PAPER ST., PM USA,  
INDICATED BY NUMBER OFFICE:  
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AMERICAN DAIRY QUEEN INC. THIS PLAN  
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PARTY WITHOUT WRITTEN  
CONSENT.

**BUILDING TYPE:**  
DAIRY QUEEN GRILL & CHILL  
CORNER 12

DESIGN, DRAWING & APPROVAL BY: JEC  
DESIGN: JEC  
DRAWING: JEC  
APPROVAL: JEC

THIS IS "PLAN NUMBER"  
FOR THE BUILDING.  
INDICATED BY THE PROPERTY OF  
AMERICAN DAIRY QUEEN CORPORATION  
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AMERICAN DAIRY QUEEN INC.

DATE: 08/15/2018  
REVISION DATE:  
REVISION: 1  
REVISION: 2  
REVISION: 3  
REVISION: 4  
REVISION: 5  
REVISION: 6  
REVISION: 7  
REVISION: 8  
REVISION: 9  
REVISION: 10

**ELEVATIONS**

SHEET NUMBER:  
**A3.1**

# DAIRY QUEEN GRILL & CHILL

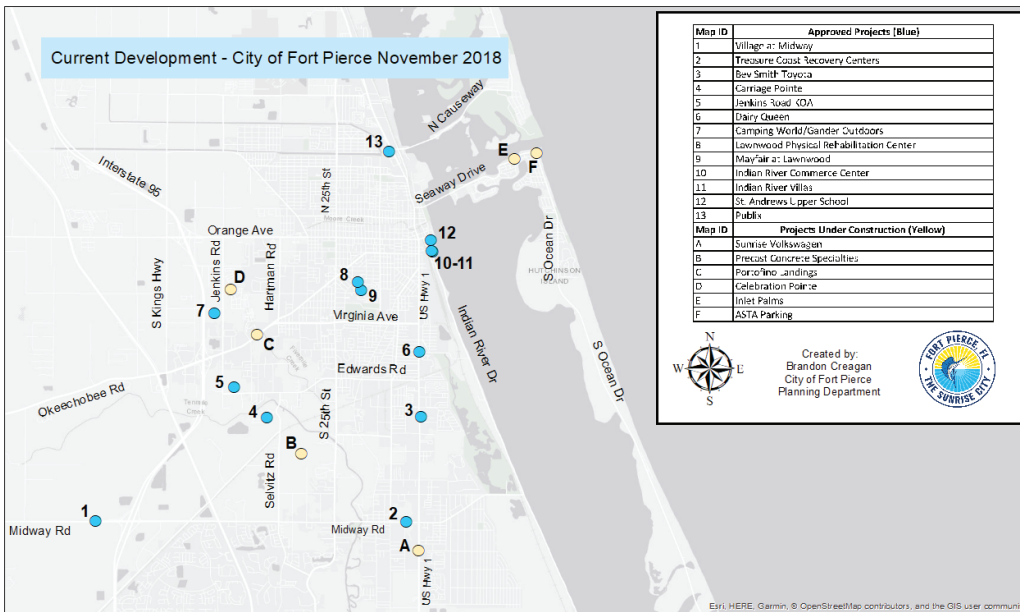
Dairy Queen has submitted a Design Review Application with the City Planning Department and will soon be submitting Building Permits to the Building Department for the construction of a store at the corner of US Highway 1 & Savannah Road. No timeline for construction has been outlined as of yet. Here are elevations of what the store could look like upon construction.



# Indian River Villas

A brand new condominium development received its first approval at the City Commission public hearing on November 5th, 2018. The 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 City of Fort Pierce welcomes its future residents of our historic downtown in advance!



## Current Development Map

# *Current Development*



## *Lawnwood Medical Center*

Located at 1860 N Lawnwood Cir. - A 13,000 square foot addition is being added to the Lawnwood Medical psychiatry unit. This picture was taken during the slab inspection. The underground plumbing has already been approved and is stubbed out above where the slab will be poured. The yellow material shown is the vapor barrier that is installed below the concrete slab.

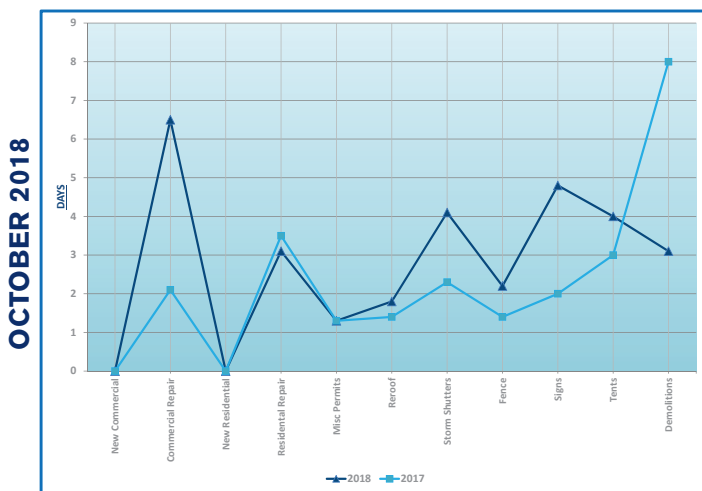


## Sunrise Volkswagen

Located at 5359 S US Hwy 1, Sunrise Volkswagen is in the interior phase of the project. The exterior lighting package exemplifies the attractive storefront at dusk.

### PLAN REVIEW PROCESSING TIME

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



### BUILDING PERMIT ACTIVITY REPORT

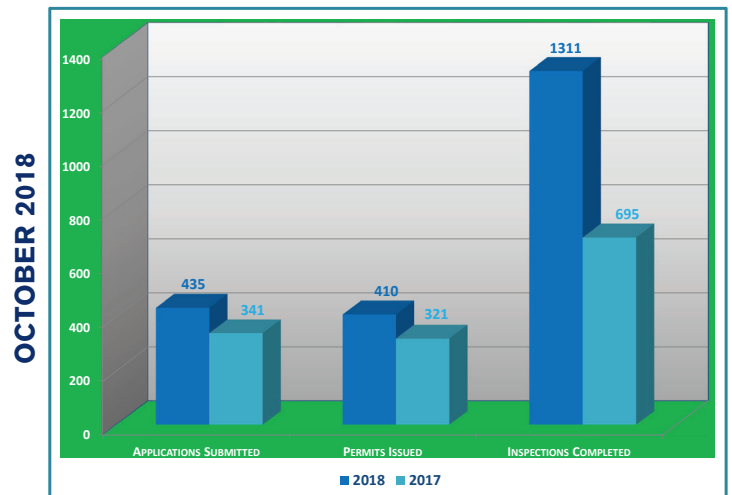




Photo by: Bob Bernier

Mike Reals, Public Works Director

It's hard to believe that the Holiday Season is already upon us; yes it's that time of the year again. Some say it's too early to start installing holiday decorations. In the Parks Division we know that it can take weeks to set up Fall Festival and Christmas decorations in the City of Fort Pierce. This year, the Fall Festival was bigger than ever before with many events scheduled during the months of October and November. Parks Holiday Display Team set out to install fall displays to help set the mood for the incoming fall festivals. Our team installed numerous displays around the City of Fort Pierce with orange rope lights on our light poles and hay bales with scarecrows and fall decorations attached, to add color and charm to the streets of Fort Pierce. Fall is slowly slipping away and we now have turned our team's efforts to Christmas decorations. The team is reporting to work every morning at 3:00 a.m. This ensures that we have empty streets so that we can move in our big equipment and work without having traffic obstacles restricting installation. Working at night also adds to the element of surprise so that upon completion of installation and everything is plugged in, our residents and guests get the full impact of the lights overnight! We really don't like to give all of our surprises away

because we would like for everyone to come out and see how beautiful the City of Fort Pierce will look for the Holiday Season.

**Here are a few light projects in progress.**

- Additional overhead multicolor holiday lights on Avenue D.
- Complete restoration of the lighted center piece palms on Seaway Dr.
- New holiday projected snow flake lights on 2nd St.
- A holiday light view when crossing east over the bridge on Seaway Dr.

**Poinsettias**

The City of Fort Pierce has always cherished our wonderful displays of red Poinsettias. Every year we proudly display over 2000 red Poinsettias throughout the City of Fort Pierce for your holiday enjoyment.

**Here are some fun Poinsettia facts:**

- Native to Central America, especially an area of southern Mexico known as 'Taxco del Alarcon' where they flower during the winter.
- The ancient Aztecs had many uses for them including using the flowers to make a purple dye for clothes and cosmetics and the milky white sap was made into a medicine to treat fevers. (Today we call the sap latex!)
- The Poinsettia was made widely known because of a man called Joel Roberts Poinsett (that's why we call them Poinsettia!). He was the first Ambassador from the USA to Mexico in 1825.
- The first person in America to sell the cut flowers (Robert Buist) under the Latin name 'Euphorbia pulcherrima' (it means, 'the most beautiful Euphoria').
- In the 1900s the Ecke family from southern California were one of the first to sell them as whole plants and still are the main producer of plants in the USA.



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## RIVER WALK CENTER SALES REPORT

CLASSES .....	\$1,712.14
PARK PERMITS .....	\$875.00
SPECIAL EVENTS .....	\$2,525.00
GARDEN CENTER .....	\$1,040.00
MARAVILLA CENTER .....	\$750.00
OLD CITY HALL .....	\$1,862.15
RIVER WALK CENTER .....	\$3,497.32
<b>TOTAL .....</b>	<b>\$12,261.61</b>

Daniel Visconti, IHGC Manager

////////////////////

We look forward to the upcoming season following our steady summer and we thank the year round residents who had come out and supported us during those hot summer months! If you're just getting back, we have done a dramatic job in fertilizing and weed control and we have the golf course conditions moving in the right direction! With some much needed cooperation from Mother Nature, we'll have a fantastic season ahead of us.

Almost daily, we are receiving our new inventory, so please stop by and check out our Men's and Women's footwear and clothing from Footjoy, Puma and Clique. Golf bags from Tour Edge and Ogio and a BRAND NEW line of headwear from Ahead with new logo designs for both men and women!

Our best advertisement is word of mouth and we appreciate all of the comments that have helped us improve our facility and regain much of our player base. Please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing summer maintenance projects.

If you're interested in hosting an event or outing at The Hills, please reach out to us here at the club. We have established a partnership with The Crafted Pie inside Sailfish Brewery so we can host your event here and head to downtown Ft. Pierce for the luncheon and awards afterwards!



## INDIAN HILLS SALES REPORT

	↑ 9/2018	↑ 10/2018
GOLF ROUNDS	2586	1631
GOLF FEES	\$32,008.77	\$32,594.18
RANGE TOKENS	\$1,171.43	\$816.69
MEMBERSHIP PASS	\$1,515.00	\$3,507.56
FOOD & BEVERAGES	\$4,380.34	\$3,833.53
MERCHANDISE	\$2,693.04	\$1,868.73
TOTAL	\$41,768.58	\$42,620.69



## CITY MARINA FINANCIAL REPORT

	AUGUST	SEPTEMBER	OCTOBER
Dockage Reservations	65	57	74
Monthly Dockage	\$131,321.32	\$99,542.07	\$217,943.51
Transient Dockage	\$47,399.94	\$19,535.65	\$21,679.25
Electricity	\$2,291.07	\$1,526.23	\$2,174.00
Retail	\$13,876.07	\$10,657.33	\$11,469.08
Gas Sales	\$39,859.92	\$26,294.74	\$25,670.15
Diesel Sales	\$48,985.35	\$30,564.70	\$59,352.91
<b>TOTALS</b>	<b>\$285,478.67</b>	<b>\$188,120.72</b>	<b>\$335,288.90</b>



On Monday, October 29 the Sunrise Theatre participated as a stop in the City of Fort Pierce's Scavenger Hunt. It was fun, educational and full of costumed participants that had to "act" in order to proceed to the next stop. We even had aliens seeking the treasure of Fort Pierce.



It may sound repetitive, but boy is the Sunrise Theatre Box Office busy, busy, busy! We are so happy about that with our new shows added like Sinbad, Los Vivancos, & Boz Scaggs, we are truly making our Sunrise audiences excited! Not to mention all of us here can't wait! Last month we were preparing for our first school time performance, now this month we are gearing up for our second and one of our most popular ones: St. Lucie Ballet's 'The Nutcracker'. Children of all ages love coming to see the show and it is always a crowd pleaser! Confirmations have been sent out to classes to come and attend on December 14th, it is going to be the perfect field trip for students & we love seeing all the smiling faces! The Box Office has also been selling an awesome event for the Dave Koz VIP experience; it gets you into the private lounge upstairs, a complimentary glass of wine and light appetizers. There is limited availability but it is sure to be a fabulous time! Lastly, we are truly kicking off our season with Drumline, our first 'Sunrise Show' for the season, and is a great show for all ages! Can't wait to see what next month brings us!

**DAVE KOZ & FRIENDS**  
**CHRISTMAS TOUR 2018**  
**MAKE YOUR EXPERIENCE EXTRA SPECIAL!**

Enjoy an exclusive, VIP pre-show reception in the Sunrise Theatre's Friends Lounge complete with live entertainment, light hors d' oeuvres, 1 complimentary glass of champagne, water or soda, full cash bar, early access and priority check-in at 5:30pm. Cost for the experience is \$25 per person and availability is limited. Deadline for reservations is Wednesday, November 21st. We hope to see you there before the show. Contact the box office at 772.461.4775 to purchase and reserve your space today!

**WITH SPECIAL GUESTS**

PRE-SHOW RECEPTIONS ARE NON-REFUNDABLE AND NON-TRANSFERABLE. NO REFUNDS WILL BE GIVEN UNDER ANY CIRCUMSTANCES. NO NAME CHANGES WILL BE PERMITTED. THE ORIGINAL PRE-SHOW PURCHASER, AND ALL MEMBERS OF YOUR PARTY, MUST BE IN ATTENDANCE AT TIME OF CHECK-IN AND ENTER THE VENUE TOGETHER. CHECK-IN WILL OCCUR PRIOR TO PUBLIC DOORS, PLEASE PLAN ON EARLY ARRIVAL TO THE VENUE.



## SUNRISE THEATRE FINANCIAL REPORT

Date	Show	Attendance	Total Expense	Total Revenue	Gain/(Loss)
10/19	Super Scientific Circus	N/A	\$ 4,277.08	\$3,018.00	(\$1,259.08)
10/29	We Leap	13	\$399.60	\$100.00	(\$299.60)
Date	Rental	Attendance	Total Expense	Total Revenue	Gain/(Loss)
10/5	Out Laugh Hunger	N/A	\$306.37	\$2,238.00	\$1,931.63
10/1-31/18	Jazz Jam	94	\$486.24	\$851.00	\$364.76
10/1-31/18	Comedy Corner	205	\$2,713.36	\$4,734.00	\$2,020.64
TOTALS			\$2,182.65	\$10,941.00	\$2,758.35



# HOLIDAY HAPPENINGS



## SIGHTS AND SOUNDS ON SECOND

DECEMBER 2, 2018  
1:00 PM TO 6:00 PM  
PARADE BEGINS AT 4:00 PM  
HISTORIC DOWNTOWN  
772.466.3880

## DOWNTOWN TOY DRIVE PARTY

DECEMBER 8, 2018  
1:00 PM TO 6:00 PM  
LEGIT CUTZ  
772.361.3614

## COFFEE WITH THE MAYOR

DECEMBER 21, 2018  
8:00 AM TO 9:00 AM  
FORT PIERCE YACHT CLUB  
772.466.3880

## CHRISTMAS ON MOORE'S CREEK

DECEMBER 22, 2018  
10:00 AM TO 2:00 PM  
CORNER OF AVENUE D  
AND 8TH STREET  
772.462.2481

## DOWNTOWN FRIDAY FEST

DECEMBER 7, 2018  
5:30 PM TO 9:00 PM  
MARINA SQUARE  
772.466.3880

## HOLIDAY BOAT PARADE

DECEMBER 8, 2018  
6:00 PM TO 9:00 PM  
772.692.7599

## HOLIDAY LIGHTS SPECTACULAR

DECEMBER TO JANUARY  
6:00 PM TO 9:00 PM NIGHTLY  
MARINA SQUARE  
772.467.3000

## CITY OF LIGHTS TROLLEY TOUR

DECEMBER 16 -19, 2018  
6PM, 7PM & 8PM  
DOWNTOWN FORT PIERCE  
772.465.4170



[WWW.LOVEFORTPIERCE.COM](http://WWW.LOVEFORTPIERCE.COM) | 772.467.3000



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1ST CLASS CLEANING SERVICE

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BALZLIE AUTO LLC

BOND SAFEGUARD INSURANCE

CASA AZTECA MEXICAN RESTAURANT

CAVALCANTI, GLYNDA W.

CRAZY T'J'S 4 BETTER HEALTH

CRUZ, YEIMY

CULLIN PRESSURE WASHING

CULVERHOUSE, BRAD ATTORNEY

DARRELL BARTON'S CUSTOM EXT.

DUARTE, GLADYS MARIA

ECONOMY PREFERRED INSURANCE

GB TECH USA, INC.

GLUE GANG RECORDS

GOWEN POE, DONNA

HANDZ OWN CLEANING SERVICE, LLC

HEATHER GUIDEBECK, D.C.

HENDERSON, SHEREE VENE

HOUSING ENTERPRISE INSURANCE

INNOVATION CONTRACTING, INC.

LIFE SPAN INC

LUNA'S CLEANING SERVICES

MARVEL'S FLOORING, LLC

MODERN DAY AT HOME, LLC

NATIONAL SURETY CORPORATION

NATIVE DESIGN ARCHITECTURE, LLC

NEW DAY COUNSELING & WELLNESS,

NEW YORK MARINE AND GENERAL

OC REALTY LLC

OCEAN NAIL LOUNGE, INC

PALETERIA CALDERON

PATTERSON, ARLISHA DENISE

PEREZ AND TORRES PROFESSIONAL

PHARMACISTS MUTUAL INSURANCE

POTTS LEGAL, PLLC

PRO RESURFACING TECHNOLOGY, LLC

PROFESSIONAL INSURANCE SOLUTION

PULLIAM, LINDSEY MICHELE

RELIASTAR LIFE INSURANCE

SALDANA TRACTOR & LAND SERVICE

SANDY'S AUTO SALES, LLC

SANTIO'S FLOORING LLC

SERENITY DME, LLC

SUPER CLEAN

THE TRUTH CARIBBEAN RESTAURANT

TOP TO BOTTOM & MORE CLEANING

TORRES, MARIA

TREASURE COAST HOME CLEANING

WATERGUNZ, LLC

WHIRLED, INC.

WINTER, LARRY

WORKFORCE FIRST AID AND SAFETY



## UPCOMING COMMUNITY EVENTS

EVENT	DATE	TIME	LOCATION
FORT PIERCE FARMER'S MARKET	EVERY SATURDAY	8:00 AM - 1:00 PM	MARINA SQUARE
GREEN MARKET	EVERY WEDNESDAY	12:00 PM - 6:30 PM	MARINA SQUARE
AVENUE D MARKET	EVERY FRIDAY AND SATURDAY	8:00 AM - 10:30 PM	AVENUE D PLAZA
ANNUAL SIGHTS AND SOUNDS PARADE	12/2	1:00 PM - 6:00 PM	DOWNTOWN
FRIDAY FEST	12/7	5:30 PM - 9:00 PM	MARINA SQUARE
DOWNTOWN TOY DRIVE PARTY	12/8	1:00 PM - 6:00 PM	LEGIT CUTZ
HOLIDAY BOAT PARADE	12/8	6:00 PM - 9:00 PM	SOUTH BEACH CAUSEWAY
COFFEE WITH THE MAYOR	12/21	8:00 AM - 9:00 AM	FORT PIERCE YACHT CLUB
CHRISTMAS ON MOORE'S CREEK	12/22	10:00 AM - 2:00 PM	AVENUE D & 8TH STREET



## **Mission Statement**

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

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