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

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, April 8, 2019 - 9:00 a.m.
City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **New Business**

   a. Building Department Recruitment and Retention

   b. Parks Advisory Committee Presentation on Special Use Permits

   c. Parks Advisory Committee Presentation on Jaycee Park

   d. Update on City Hall Annex

   e. Discussion on Downtown Illumination

   f. Quarterly update on Capital Improvement Projects for fiscal year 2019

5. **City Commission Boards and Committees Updates**

6. **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.

7. **Adjournment**

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 Conference Agenda **4.a.**

Meeting Date: 04/08/2019

Re: Building Department Recruitment and Retention

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Building Department Recruitment and Retention

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	03/20/2019 01:51 PM
City Manager	Nick Mimms	04/03/2019 06:26 PM
Form Started By: Karen Murphy		Started On: 03/07/2019 11:30 AM
Final Approval Date: 04/03/2019		

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

Building Department Recruitment & Retention

Imminent Need

- Preparing for the immediate future-
  - Thousands of residential units are approved to be built in the next few years.
  - Permits have been issued for large commercial projects and others are in review.
  - Additional large retail projects are expected to be built in the near future to accommodate the residential growth.
  - Due to staff shortages, the Building Official is currently doing all commercial mechanical, and plumbing inspections.

Funding

- Our recommendations are at no cost to the General Fund.
- The proposed salary adjustments and hiring of (2) inspector/investigators will increase our budget by approximately $150,000 annually.
- Increased permit revenue is anticipated to cover the cost this year and in subsequent years.
- Funds are currently available in our reserve fund.

Funding (Cont.)

- While the cost is roughly 15% of our budget, the cost of 3rd party inspectors is astronomical.
- The current rate for (1) 3rd party single certified inspector is $68.04/hour, $141,523 annually.
- The cost for the city to hire (2) single certified inspectors, with proposed increases, is approximately $152,218 annually.
- Two inspectors need to be hired by July, or staff will be forced to rely on (2) 3rd party inspectors at an annual cost of $283,046.

Statewide Shortage

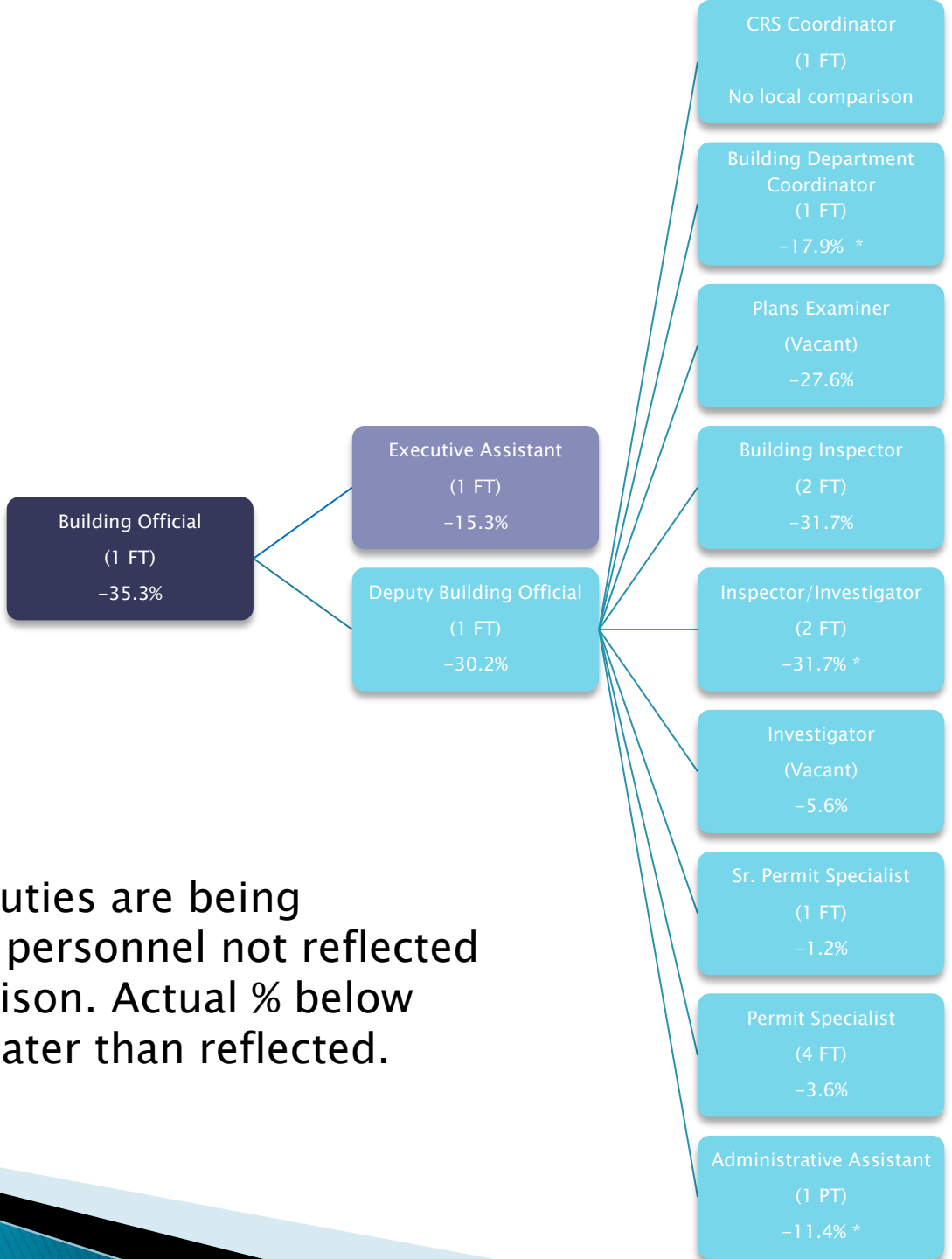
- “Florida has a dire shortage of Inspectors…A common theme of our members throughout the state is the challenge of finding inspectors.”
  - – Doug Wise, President, Building Officials Association of Florida. Tampa Bay Times, 4/27/18
- Employment of building inspectors is projected to grow 10 percent from 2016 to 2026, faster than the average for all occupations.
  - – U.S. Bureau of Labor Statistics, Occupational Outlook Handbook

Issues Specific to Ft. Pierce

- Starting salaries have been stagnant since the FY2006 Salary Survey.
- An informal salary survey was conducted by the Building Department for comparison of starting salaries to St. Lucie County, Port St. Lucie and Indian River County.
- Starting salaries for 8 out of 11 positions are not competitive (more than 5% lower).
- Starting salaries range between 1.2% and 35.3% below average causing difficulty in recruitment.

Issues Specific to Ft. Pierce (Cont.)

- Salaries of existing key personnel must be adjusted for retention.
  - Several current salaries of key personnel employed for 10+ years, are comparable to starting rates at SLC, IRC and PSL.
- Starting salaries for key positions must be adjusted for recruitment.
- Immediate adjustments are necessary.
  - Loss of staffing will devastate our budget and cripple services provided to the public.



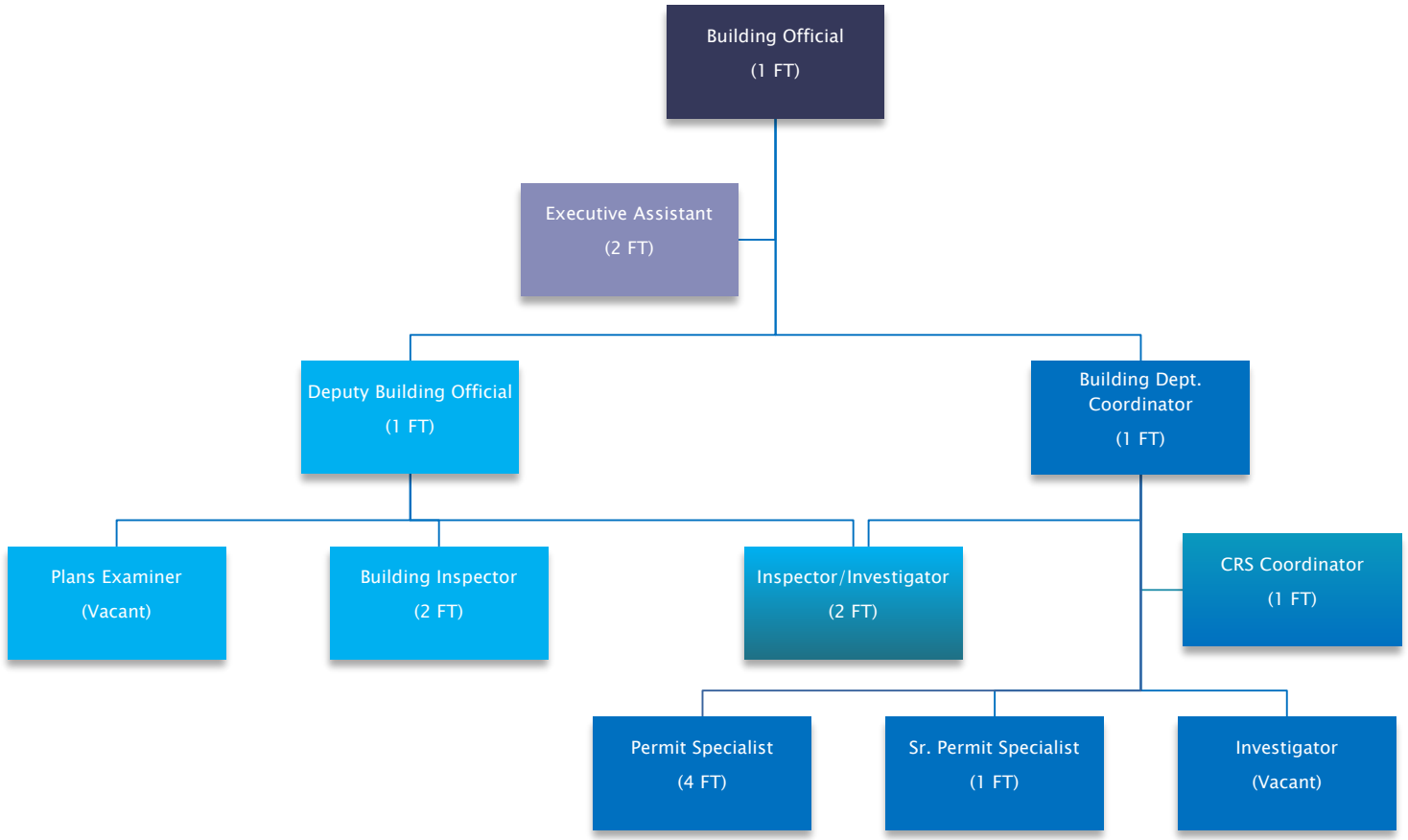
* Additional duties are being performed by personnel not reflected in the comparison. Actual % below average is greater than reflected.

Proposed Solution

- Five key position salaries will be adjusted pursuant to existing City policies.
- Three key positions will be reclassified to a higher pay grade due to job duties becoming more complex since the FY2006 salary survey and to meet current market demand.
- Two key positions will be filled at a higher starting rate to meet current market demand, pursuant to existing City policies.

Proposed Solution (Cont.)

- Additionally, initiate negotiations with Teamsters to provide a 5% increase for each approved certification, with no maximum number of certifications.


Building Official
(1 FT)
Executive Assistant
(2 FT)
Deputy Building Official
(1 FT)
Building Dept. Coordinator
(1 FT)
Plans Examiner
(Vacant)
Building Inspector
(2 FT)
Inspector/Investigator
(2 FT)
CRS Coordinator
(1 FT)
Permit Specialist
(4 FT)
Sr. Permit Specialist
(1 FT)
Investigator
(Vacant)

Contingencies

- In the event of a slowdown in the construction industry causing financial distress:
- Layoffs may be considered.
- Employees may be demoted to a lower pay grade.
- Vacancies may be advertised for other positions with a lower pay grade.

City Commission Conference Agenda **4.b.**

Meeting Date: 04/08/2019

Re: Parks Advisory Committee Presentation on use of City Parks

Submitted For: Mike Reals, Public Works Manager, Public Works

SUBJECT:

Parks Advisory Committee Presentation on Special Use Permits

Attachments

Parks list
City & County questionnaire
South Beach Zones
Presentation
Special Use Application

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/03/2019 06:31 PM
Form Started By: Mike Reals		Started On: 04/03/2019 12:26 PM
Final Approval Date: 04/03/2019		

PARKS LIST - INCLUDES ALL CITY, 2 COUNTY, & SEVERAL PRIVATE																	
NAME OF PARK	LOCATION	Acreage	Large Shelter w/grills	Small Shelter w/grills	Picnic Tables	Benches	Electric	Play Equipment	Restrooms	Ballfields	Tennis Courts	Basketball Courts	Handball Courts	Vollyball Courts	Soccer Field	Boat Ramp	Kayak Launch
Avalon Beach Access	S A1A & Avalon Ave	0.22		1 w/o grills													
Blue Heron Dune Crosing	A A1A & Blue Heron Blvd	0.3															
Coconut Dr Park	Surfside Dr & Coconut Dr	0.8															
Fairway Park	Fairway Dr. & Hipsana Ave	0.19															
Fenn Park	N 23rd St & Ave K	3.8						Y		1		1		1			
Gazebo Park (Bandstand)	N Indian River Dr & Ave A	0.25					Y										
Glidden Park (Garden Center)	S 10th St & Georgia Ave	4.45				Y	Y										
Goodwin Park	Florida Ave & S 10th St	3.7			3		Y	Y									
Gulfstream Beach Access	S A1A Gulfstream Ave	0.3		1 w/o grills	1												
Hayes Road Park	S US 1 & Hayes Rd	0.35					Y										
Indian River Memorial Park (Veterans' Park)	N Indain River Dr	6					Y		Y							Y	
Jaycee Park	S Ocean Dr & Melaleuca	17.16	5	6			Y	Y	Y		2	1	2	1			Y
Kimberly Bergalis Memorial Park	S Ocean Dr & Melalleuca	2.18	1	4					Y								
Maravilla Park / Dog Park	Oleander Ave & Maple Ave	6.06		1 w/o grills	3	Y	Y	Y	Y		2	2					
Marina Square	Melody Lane	2.98				Y	Y										
MLK Jr Dreamland Park	S 26St & Atlatic Ave	13.65	1		4		Y	Y	Y	4		2			1		
Moore's Creek Linear Park (AKA) N 10th St Park	N 10th St & Ave C	1.18		2 w/o grills				Y	Y								
Northwest Pioneer's Park	N 29th St & Ave M	8.35	1	5	1	Y		Y	Y			1					
Old Fort park	S Indian River Dr	7.02															
Pinewood Park	S US Hwy 1 & Sunrise Blvd	3.7	1	1 w/o grills	2	y	Y	Y	y		2						
Porpoise Beach Access	S A1A & Porpoise Ave	0.3		1 w/o grills													
Rotary Park	S 23rd St & Virginian Ave	5.6	2	4	8		Y	Y	Y								
S 29th St Park	S 29th St & Quincy Ave	1.92		1	2	Y		Y	y	1							
Sample Oaks Park	S 8th St & Boston Ave	0.72															
Samuel D Bennett Park (Boy Scouts' Park)	S10th St & Boston Ave	0.4															
South Beach Boardwalk Park	S A1A & Crestview Dr	4.72		2	4				Y								
South Causeway Park	S A1A & South Bridge	4.58		5					Y								Y
South Jetty Park	Seaway Dr & S A1A	2.4	1	6					Y								
St Lucie Court Beach Access	S A1A & St Lucie Ct	0.27															
Surfside Park	S A1A & Meleleuca Dr	17.6		5					Y								
New Kayak Park	S Indians River Dr																Y
Taylor Creek Boat Ramp	Behind Manatee Center								Y							Y	
Port Boat Ramp	Seaway & Indian River Dr								Y							Y	
St. Lucie County:																	
Summerland Floating Dock	Museum Pointe Park				Y				Y								
North Causeway Island Park	500 N Causeway								Y							Y	Y
Private:																	
Causeway Cove Marina	601 Seaway Dr				Y				Y								Y
Little Jim's	601 N Causeway				Y				Y								Y
TCSC (Jaycee Park)	S Ocean Dr & Melaleuca																Y
FP Yacht Club	700 N Indian River Dr								Y								Y
Beach/Beach Access																	

The survey gathered non-inmate 2017 population estimates of the State of Florida. From the 483 cities and 67 counties of Florida, the focus was limited to just 30 coastal locations of the 550 total (about 5%). Selected were those locations deemed likely to have already addressed vendor deliveries and demonstrations of water apparatuses or other equipment in public parks. Emphasis was given to east coast sites. City size designations of S M or L were based on <25 K, 25 -250 K, and > 250 K, respectively.

E	City	Fort Pierce	43,377	St. Lucie	297,509	15%	M									
FL Coast	Entity Type	Entity Name	Est Pop	CNTY	CNTY Pop	Entity % of CNTY	City Size	P&R Dir Name	Job Title	Email	Phone	New Info	Response Message	Attach 1 Desc	Link 1 Desc	Link 2 Desc
Responding Entities																
E	City	Daytona Beach	65,539	Volusia	521,745	13%	M	Vincent Terry	Rec Coord	TerryVincent@CODB.US	386.671.5830	Y	I am sorry to say that we do not have any policies in place that specifically address Vendor Activity in our parks. The majority of vendor activity is handled by citizens who rent our parks and facilities. Attached you will find a sample of our Facility Use Rental Application. When a person rents any of our facilities, they are required to completed one of these. Within the application, there are sections which address items that vendors may be utilizing as a part of the event such as: inflatables (wet and dry); music; amplified sound; tents; stages; food; alcohol; special effects etc. We have insurance and licensing requirements to go along with some of these. The renter is responsible for solicitation, payment and all other requirements as it pertains to the vendor and access to our parks or facilities. ...the vendor is contacted directly and instructed how to proceed when it is time for the delivery of service or demonstration.	CityDaytonaBeach_Facility Use Rental Application.pdf		
E	City	Melbourne Beach	3,087	Brevard	575,018	1%	S	Robert Daniels	Town Mgr	townmanager@melbournebeachfl.org	(321) 724-5860	N	I am afraid we will not be much help. We do not allow any vendors in the parks. I am sorry we were not able to help. Good Luck.			
E	City	Sebastian	24,192	Indian River	148,962	16%	S	Paul Carlisle	CITY Mgr	pcarlisle@cityofsebastian.org	(772) 388-8203	N	The City of Sebastian does not have any formal policy regarding vendor activities on our waterfront. That being said, we do not allow business to be conducted outside of a building and do allow “temporary Uses” for waterfront events. However, we do not currently have any vendor activities as you describe below. Thank you for reaching out to the City. Sorry to no have been very helpful!			
E	**CNTY**	Martin County	151,032	Martin	151,032	**100%**		Kevin Abatte	Parks & Rec Dir	kabbate@martin.fl.us	772 221-1418	Y	Here is some info that might be helpful: -Below is a link on our website which has our vendor application and process and approved vendor list, related to events/facilities: https://www.martin.fl.us/ParksVendor -Attached are our vendor rules and regulations. -Attached is our Amusement and Entertainment Policy, related to water apparatuses, which is what they mentioned below. -Attached is our special event permit application and addendum which specifically states that bounce houses/pony rides are not permitted for events (we may want to think about changing this if event promoters meet the amusement policy requirements). If I can help with anything else, please let me know.	three files regarding regulations and special events	https://www.martin.fl.us/ParksVendor	

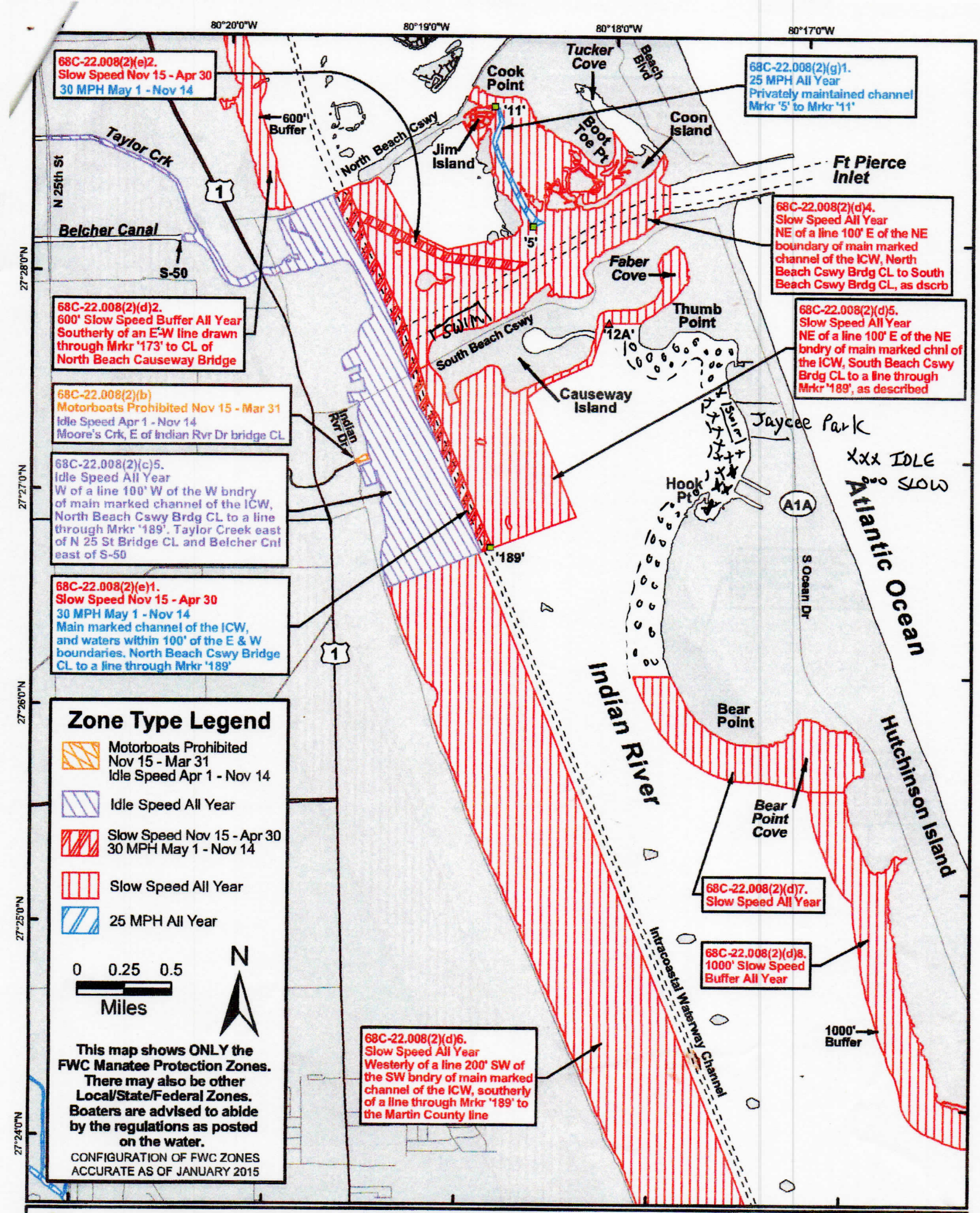
FL Coast	Entity Type	Entity Name	Est Pop	CNTY	CNTY Pop	Entity % of CNTY	City Size	P&R Dir Name	Job Title	Email	Phone	New Info	Response Message	Attach 1 Desc	Link 1 Desc	Link 2 Desc
E	City	Delray Beach	65,804	Palm Beach	1,411,246	5%	M	SUZANNE FISHER, CPRP	Parks & Rec Dir	Parks&Recreation@mydelraybeach.com		Y	Can you please further define what you mean by " water apparatus?" We currently do not allow the rental, demonstration, etc. of personal water craft by any for-profit business on our beach or in our parks. Here is the link to our code section regarding commercial enterprises: sale or rental of goods or services within parks: https://library.municode.com/fl/delray_beach/codes/code_of_ordinances?nodeId=CD_ORD_TIT9GERE_CH101PABERE_MUPABEOTRESI_S101.25COENSAREGOSE Here is the link to out surfing, scuba diving and jet skis – code: https://library.municode.com/fl/delray_beach/codes/code_of_ordinances?nodeId=CD_ORD_TIT9GERE_CH101PABERE_MUPABEOTRESI_S101.34SUSCDIJESK		Here is the link to our code section regarding commercial enterprises: sale or rental of goods or services within parks:	Here is the link to out surfing, scuba diving and jet skis – code:
E	City	Boca Raton	91,797	Palm Beach	1,411,246	7%	M	Greg Stevens	Rec Services Superintendent	GStevens@ci.boca-raton.fl.us		N	Ms Wright, Our Recreation team is working to respond to your inquiry. Many of the examples you provided would be external vendors coming into a park for a special event. Depending on the size and type of park and which part of the City is running an event, the responses may differ. I'm not sure that we have any specific ordinances that apply to your request. Any additional information or specifics you're looking for would be appreciated. Thanks, Greg Stevens Recreation Services Superintendent			

FL Coast	Entity Type	Entity Name	Est Pop	CNTY	CNTY Pop	Entity % of CNTY	City Size	P&R Dir Name	Job Title	Email	Phone	New Info	Response Message	Attach 1 Desc	Link 1 Desc	Link 2 Desc
E	**CNTY**	Broward County	1,873,140	Broward	1,873,140	**100%**		Tina Murto, CPRP	Sr Program Proj Coord	TMURTO@broward.org	954 357 8184	Y	Pursuant to your public records request, please see the attached Vendor Permit procedure. We are working on updating this procedure with mostly "housekeeping" items. It should be completed, soon. The email attached is our standard format email sent to vendors inquiring about obtaining a permit to operate within our Parks. However, we are changing the way we handle vendors under a recreational/instructional contract. Currently, we provide the location at no charge on the agreed-upon dates and times for a 70%-30% split of fees charged the public. Fees are established by the contractor. We collect all the monies. Payments to the contractors for their 70%, occur monthly. This allows the Division to provide yoga, karate, dog obedience, farm tours, baton, dance, kayak, painting and a number of other classes to the public that we would not normally be able to provide using internal staff. We are now moving towards a Registered Instructor Permit procedure, which includes a vendor registration fee and facility use fee. Facility use fees (different than our standard rental fees) will be established by Pro Formas for the first year, then included in our Fee Schedule, approved by the Board of County Commissioners. Obviously, there will be some areas where a use fee is difficult to establish such as the stadium stairs, used by personal trainers and their clients. In these situations, a general use fee will be established. Please let me know if you'd like me to pass on the updated Vendor Permit procedure/Registered Instructor Permit procedure upon completion. I would be happy to do so.	**numerous great attachments**	Youtube video on Broward having the first adaptive mountain bike trail	
E	City	Lauderdale-By-The-Sea	6,175	Broward	1,873,140	0%	S	Sharon P. Ragoonan	Asst Town Mgr	sharonr@lbts-fl.gov	(954) 640-4212	N	We have one small park and a lot of beach. The Town does not have any concessions on the beach but we have a project this year to evaluate that policy.			
E	City	Miami	465,155	Miami-Dade	2,733,125	17%	L	Denisse Medina		DeMedina@miamigov.com		N	From Zhaoming Guan, Superintendent of Recreation, Recreation Division, 444 SW 2nd Ave 8th Floor | Miami, FL 33130 Phone: (305) 416-1311 | Email: ZGuan@miamigov.com, www.miamigov.com/parks **...Denisse, please see if we can assist with this request.**			

FL Coast	Entity Type	Entity Name	Est Pop	CNTY	CNTY Pop	Entity % of CNTY	City Size	P&R Dir Name	Job Title	Email	Phone	New Info	Response Message	Attach 1 Desc	Link 1 Desc	Link 2 Desc
W	City	Pensacola	54,020	Escambia	310,786	17%	M	Brian Cooper	Parks & Rec Dir	bcooper@cityofpensacola.com	850-436-5670	Y	Martha, we currently don't have too many rules, ordinances, regulations governing these activities in parks in general. However, we are equally concerned and have looked to others for their info related to this topic. It is my personal belief that these vendors/businesses should have to pay a park permit fee to operate there. The funds could go to offset park maintenance. We do have a couple of places where we really limit use and require fees. At our Community Maritime Park for example, we require all users to get a permit. Also, we have 3 outdoor fitness courts located around town that requires a quarterly permit to use for group instruction. We partner with the business and help promote them. IF they don't sign up with us, they can't restrict non-paying customers from using the equipment simultaneously. Also, we may schedule on top of them if we don't know they are using it. Other than that, we have special event permits and park rental agreements like most agencies. Our enforcement is currently at about 0. We are working towards getting a ranger position. Once we do, along with a new Mayor in December, we may be more proactive in this area.			
Entities NOT Responding																
W	City	Panama City	36,868	Bay	177,648	21%	M	Jim Ponek	Parks & Rec Dir	jponek@pcbgov.com	850-233-5045					
E	**CNTY**	Brevard County	575,018	Brevard	575,018	**100%**		MaryEllen Donner	Parks & Rec Dir	MaryEllen.Donner@BrevardFL.gov	321-633-2046					
E	City	Cocoa Beach	11,292	Brevard	575,018	2%	S	Andrea Segarra	Rec Sup	andrea.segarra@cityofcocoabeach.com	321-868-3252					
E	City	Indialantic	2,820	Brevard	575,018	0%	S	Christopher Chinault	Town Mgr	Cchinault@indialantic.com	321-723-2242					
E	City	Titusville	46,389	Brevard	575,018	8%	M	Scott Larese	City Mgr	scott.larese@titusville.com	321-567-3702					

FL Coast	Entity Type	Entity Name	Est Pop	CNTY	CNTY Pop	Entity % of CNTY	City Size	P&R Dir Name	Job Title	Email	Phone	New Info	Response Message	Attach 1 Desc	Link 1 Desc	Link 2 Desc
E	City	Deerfield Beach	78,042	Broward	1,873,140	4%	M	Burgess Hanson	City Mgr	web.citymgr@deerfield-beach.com	954-480-4263					
E	City	Fort Lauderdale	179,002	Broward	1,873,140	10%	M	Phil Thornburg	Parks & Rec Dept Dir	pthornburg@fortlauderdale.gov	954-828-PARK (7275)					
W	City	Punta Gorda	18,838	Charlotte	171,484	11%	S	Art Brewster	Parks & Grounds Sup	pubworks@pgorda.us	941-575-5050					
W	City	Crystal River	3,134	Citrus	143,657	2%	S	Dave Burnell	City Mgr	dburnell@crystalriverfl.org	352-795-4216 x302					
E	City	Palm Coast	82,760	Flagler	105,157	79%	M	Alex Boyer	Parks & Rec Dir	aboyer@palmcoastgov.com	(386) 986-2323					
E	City	Vero Beach	16,086	Indian River	148,962	11%	S	Rob Slezak	Rec Dept Dir	rslezak@covb.org	772-567-2144					
W	City	CapeCoral	175,034	Lee	698,185	25%	M	Kerry Runyon, CPRP	Interim Dir / Parks Super	krunyon@capecoral.net	(239) 573-3115					
W	City	Fort Myers Beach	6,328	Lee	698,185	1%	S	Sean De Palma CPRP	Parks & Rec Dir	Sean@fmbgov.com	(239) 765-4222 ext. 1800					
E	CNTY	Miami-Dade County	2,733,125	Miami-Dade	2,733,125	100%		Maria I. Nardi	Parks, Rec & Open Spaces	nardim@miamidade.gov	305-755-7800					
E	City	North Miami Beach	45,437	Miami-Dade	2,733,125	2%	M	Julio Magrisso	Parks & Rec Dir - Interim	julio.magrisso@citynmb.com	305-948-2957					
E	City	Key West	24,597	Monroe	76,865	32%	S	Randy Sterling	Rec Facilities Mgr	rsterling@cityofkeywest-fl.gov	305-809-3769					

FL Coast	Entity Type	Entity Name	Est Pop	CNTY	CNTY Pop	Entity % of CNTY	City Size	P&R Dir Name	Job Title	Email	Phone	New Info	Response Message	Attach 1 Desc	Link 1 Desc	Link 2 Desc
E	City	Marathon	8,775	Monroe	76,865	11%	S	Jimmy Schmidt	Parks & Rec Dir	schmidtj@ci.marathon.fl.us						
E	City	West Palm Beach	110,150	Palm Beach	1,411,246	8%	M	Leah Rockwell, CPRP,	Parks & Rec Dir	lrockwell@wpb.org	(561) 804-4904					
W	City	Sarasota	54,635	Sarasota	407,254	13%	M	Jerry Fogle	Parks & Rec Dir	jerry.fogle@sarasotafl.gov	941.954.4182 (ext. 3310)					
E	City	Ponce Inlet	3,084	Volusia	521,745	1%	S	Jeaneen Witt	Town Mgr	jwitt@ponce-inlet.org	386-236-2150					



ST LUCIE COUNTY
FWC MANATEE PROTECTION AREAS

For description of zone boundaries:
See 68C-22.008 F.A.C for State Manatee Protection Zones

City of Fort Pierce

Parks Advisory Committee

Report to the Mayor and City Commissioners

April 8, 2019

Presented by Committee Members:

Charlene Adair
Joe Hayek
Patty Reconco
John Smith
Martha Wright

Mike Reals, Public Works Director
Kay Czarnecki, Support

Use of City Parks by Vendors

Ordinance 18-031, Chapter 12, Section 12-202 (r-z)

Review and Modification Recommendations

Our objective is to find a solution that balances a "business friendly" City with having parks that are relaxing, welcoming, recreational, and safe for ALL citizens to enjoy.

Recommendations

- **Change Ordinance 18-031 Section 12-202 (z) to read:**

  It shall be unlawful to……

  (z) Engage in the sale, rental, delivery, demonstration, or display, or offering as a business promotion any item or service for any non-city-sponsored function(s), except as otherwise permitted for special events or special use as provided by this chapter or administrative rule.

- **Develop a Special Use process & application form that must be approved by the Director of Public Works with support by the Parks Committee for research & recommendations.**

- **Pleasure & fishing boat manufacturers & sales organizations can utilize the Special Use application to launch at City boat ramps.**

- **Upon the completion of the Lisa's Kayaks contract in January, 2020, don't issue further RFPs for vending in any City park.**

Forms
(see handouts)

City of Fort Pierce Special Use Permit Application

Approval Decisions for Special Use Permit

Applicant Agreement for City of Fort Pierce Special Use Permit

City of Fort Pierce Special Use Permit

Discussion and Questions

CITY OF FORT PIERCE SPECIAL USE PERMIT APPLICATION

Draft 4/8/19

This Application is for limited Delivery & Demonstration ONLY & does in no way offer permission to engage in the sale, rental, display, or business promotion at any City of Fort Pierce public facility. All requirements are due upon submission for application and renewal – incomplete applications will be returned to applicant for completion. Please allow 30 business days for processing from date of receipt of fully completed application.

BUSINESS INFORMATION

Name/Organization: _____

Responsible person: _____ Title: _____

Mailing address: _____

Physical place of business (if different from mailing address): _____

Phone (s): _____ E-mail: _____

Business website: _____

Description of business: _____

_____

Number of employees: _____

INSURANCE INFORMATION:

Liability Insurance Policy naming the City of Fort Pierce as an additional insured, in the minimum amount of $500,000, obtained privately. Please attach copy of policy. Florida Statute 440.055 requires any employer with four or more employees to have Workers' Compensation Insurance. Please provide a copy of policy if applicable. A certificate signed by an authorized agent of the insurance company is required.

Liability insurance co.: _____ Policy #: _____ Exp. date: _____

Workers' Comp insurance co.: _____ Policy #: _____ Exp. date: _____

ACTIVITY INFORMATION:

Description of requested activities: _____

_____

Location(s) requested for activities along with reason for chosen location(s): _____

_____

Description of your delivery & pickup process: _____

Time required for delivery: _____ Pickup: _____

Vehicle used for delivery, including size & parking requirement: _____

Description of demonstration/training process: _____

Time required for demonstration/training: _____

Equipment/setup required for delivery & pickup and/or demonstration: _____

Time of day requested: _____ Day(s) of week requested: _____

Requested length for Special Use: 3 months ($300), 6 months ($500), or 12 months ($900). _____

Applicant Signature: _____

Print name: _____ Date: _____

Title: _____

FOR CITY OF FORT PIERCE USE ONLY – APPROVAL DECISIONS
FOR SPECIAL USE PERMIT

Date Received: _____ Received by: _____

Director of Public Works
Initials & date:

_____ This application is approved for the following length of time: 3 mos _____ 6 mos_____ 12 mos_____
with an expiration date of: _____

_____ Time of day approved: _____ Day(s) of week approved: _____

_____ Fee of _____ paid on _____ by (check # or cash) _____

_____ Liability insurance verification with comments: _____

_____

_____ Worker's Comp insurance verification with comments: _____

_____

_____ Public facility(s) approved: _____

_____ Delivery & pickup conditions approved (include time limit): _____

_____

_____ Parking approved: _____

_____ Demonstration/training approved (include time limit): _____

_____

_____ Description of limitations or other conditions: _____

_____

_____

_____ Additional comments or instructions: _____

_____

Director of Public Works Signature: _____

Print name: _____ Date: _____

APPLICANT AGREEMENT FOR CITY OF FORT PIERCE SPECIAL USE PERMIT

APPLICANT MUST INITIAL ALL ITEMS BELOW AS AGREEMENT TO FOLLOW ALL RULES AS SET FORTH BY THE CITY OF FORT PIERCE PLUS ALL ITEMS AS SPECIFIED IN THIS PERMIT AND UNDERSTAND THAT FAILURE TO FOLLOW THESE RULES WILL RESULT IN: 1ST OFFENSE: WARNING; 2ND OFFENSE: FINE; 3RD OFFENSE: REVOKE PERMIT.

Applicant Initials:

_____ Agree to deliver/pickup & demonstrate only according to the approved designations.

_____ Agree to follow all safety rules & procedures, and, if applicable, provide an attendant age 18 or older for all apparatuses or equipment when supervision is recommended by the manufacturers.

_____ Agree to not put any citizen enjoying our parks at risk while delivering, picking up, or demonstrating our product. All customers will be briefed on safety rules prior to delivery.

_____ Agree to not block or prevent any citizen from using public facilities.

_____ Agree that a copy of the Special Use Permit will always be available while using public facilities.

_____ Agree that this permit is for delivery/pickup & demonstration only and does in no way provide permission to engage in the sale, rental, display, or offering as a business promotion.

_____ Agree to follow explicit parking rules & regulations.

_____ Agree to make sure all litter & debris is cleared & disposed of properly, leaving the area as it was found.

_____ Agree that a copy of City of Fort Pierce Code of Ordinances Section 12-202 has been received.

_____ Agree to follow Section 12-202 prohibited activities as presented in the City of Fort Pierce Code of Ordinances.

CITY ATTORNEY: PLEASE PROVIDE A RELEASE, INDEMNITY, AND WAIVER OF LIABILITY FOR VENDOR PLUS ANY OTHER LEGAL LANGUAGE REQUIRED

Applicant Signature: _____

Print name: _____ Date: _____

Title: _____

I have discussed with the applicant all rules agreed upon by the applicant plus all City decisions included in this Special Use Permit and believe that full understanding has been achieved by both parties.

Director of Public Works Signature: _____

Print name: _____ Date: _____

CITY OF FORT PIERCE SPECIAL USE PERMIT
MUST BE AVAILABLE AT ALL TIMES WHILE USING PUBLIC FACILITIES

Date: _____ Expiration date: _____

Time of day approved for activity: _____ Day of week approved for activity: _____

Name/Organization: _____ Responsible person: _____

Address (include mailing & place of business if different): _____

_____

Phone (s): _____ E-mail: _____

Description of business: _____

Activities approved: _____

Locations approved for above activities: _____

Delivery description & time approved: _____

Pickup description & time approved: _____

Vehicle(s) approved & parking requirements: _____

Demonstration description & time approved: _____

Equipment/setup approved for any of the above activities: _____

Limitations & other conditions approved: _____

I acknowledge I have fully read, understand, & agree to abide by the terms and conditions outlined in this Special Use agreement. I further understand that this permit is in effect for only the above activities and for the above dates as specified.

Applicant Signature: _____

Print name: _____ Date: _____

Title: _____

Director of Public Works Signature: _____

Print name: _____ Date: _____

City Commission Conference Agenda **4.c.**

Meeting Date: 04/08/2019

Re: Parks Advisory Committee Presentation to Commission

Submitted For: Mike Reals, Public Works Manager, Public Works

SUBJECT:

Parks Advisory Committee Presentation on Jaycee Park

Attachments

Jaycee Park Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/03/2019 06:28 PM
Form Started By: Mike Reals		Started On: 04/02/2019 04:18 PM
Final Approval Date: 04/03/2019		

City of Fort Pierce

Parks Advisory Committee

Report to the Mayor and City Commissioners

April 8, 2019

Presented by Committee Members:

Charlene Adair
Joe Hayek
Patty Reconco
John Smith
Martha Wright

Mike Reals, Public Works Director
Kay Czarnecki, Support

Jaycee Park Utilization

Our objective is to have parks that are relaxing, welcoming, recreational, and SAFE for all citizens to enjoy.

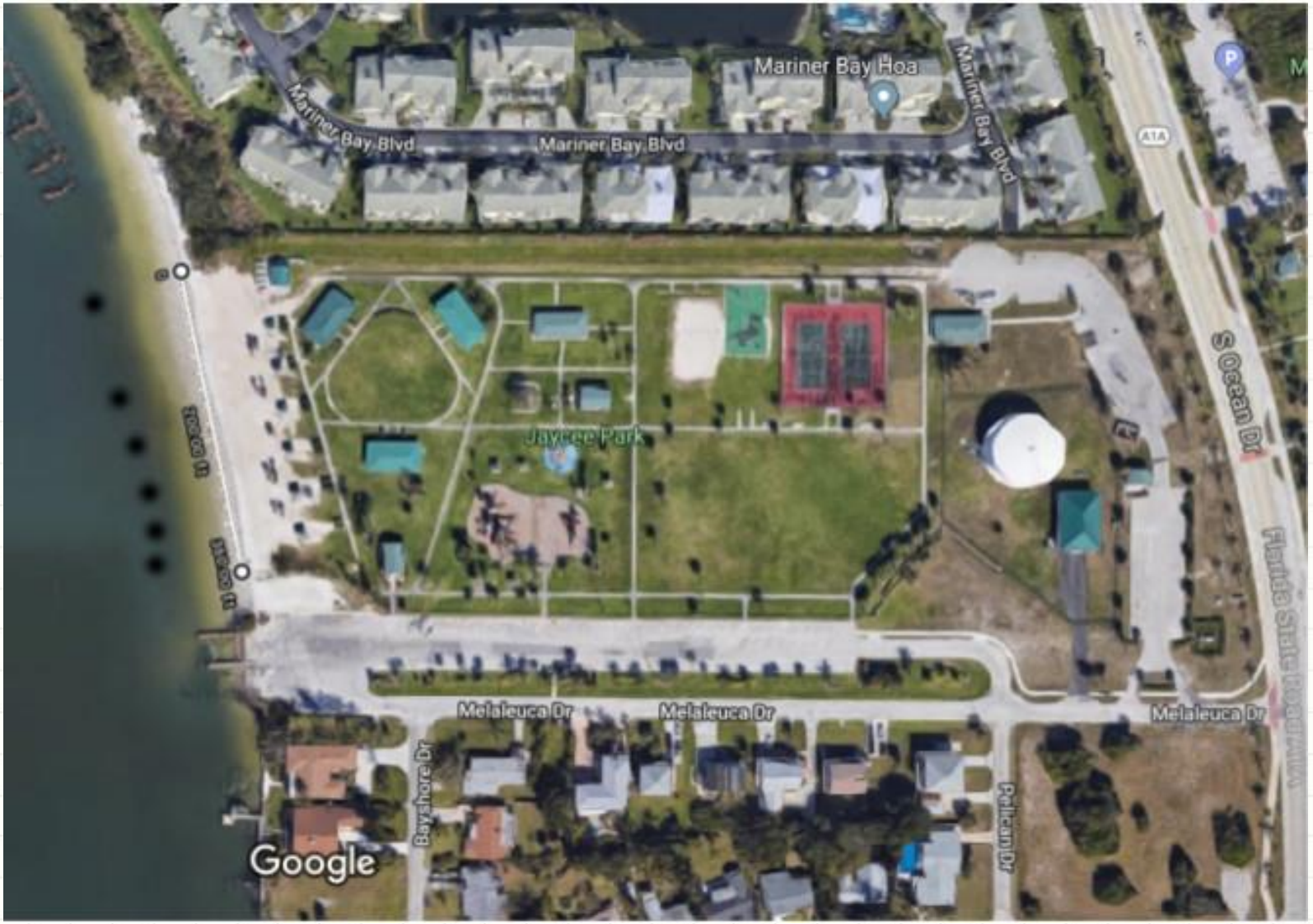
City of Fort Pierce Parks Advisory Committee Report to the Mayor and City Commission

- **Overview of the present situation**
- **Recommendations**
- **Discussion and questions**

Overview of Present Situation
Jaycee Park Utilization

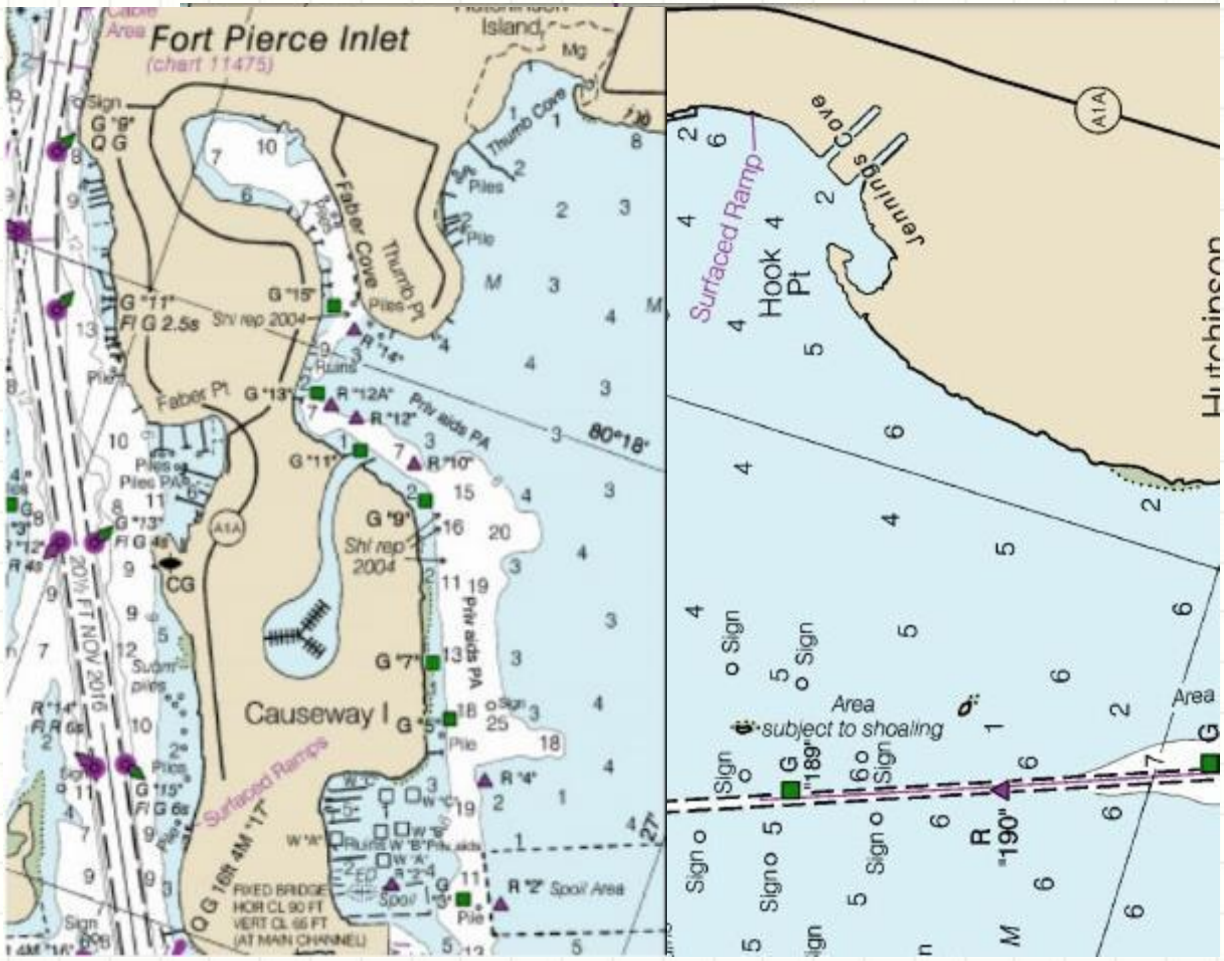
- **Overcrowded, many competing activities, such as kayaking, TCYSF, jet skis, boating, swimming, picnicking, tennis, pickle ball, and playground = <u>not safe</u>;**
- **Prime park for church groups, family reunions, community events, business picnics, etc. (with Special Event Permit);**
- **Parking for 53 cars & 25 boats (includes new improved grass area) with 74 additional car parking spaces on the east end;**
- **Two boat ramps for launching motorized watercraft;**
- **Small sandy area with beach (about 25') for launching non-motorized watercraft;**
- **Swim area with old buoys and faded signs – 4 are missing;**
- **Treasure Coast Youth Sailing Foundation (TCYSF) small beach area on the north side of the swim area for youth sailing activities & instruction;**
- **Vendors continue to sell, rent, deliver, & demonstrate, which violates Ordinance 18-031 Section 12-202 (z).**

Overview of Present Situation
Jaycee Park Utilization



Overview of Present Situation
Jaycee Park Utilization

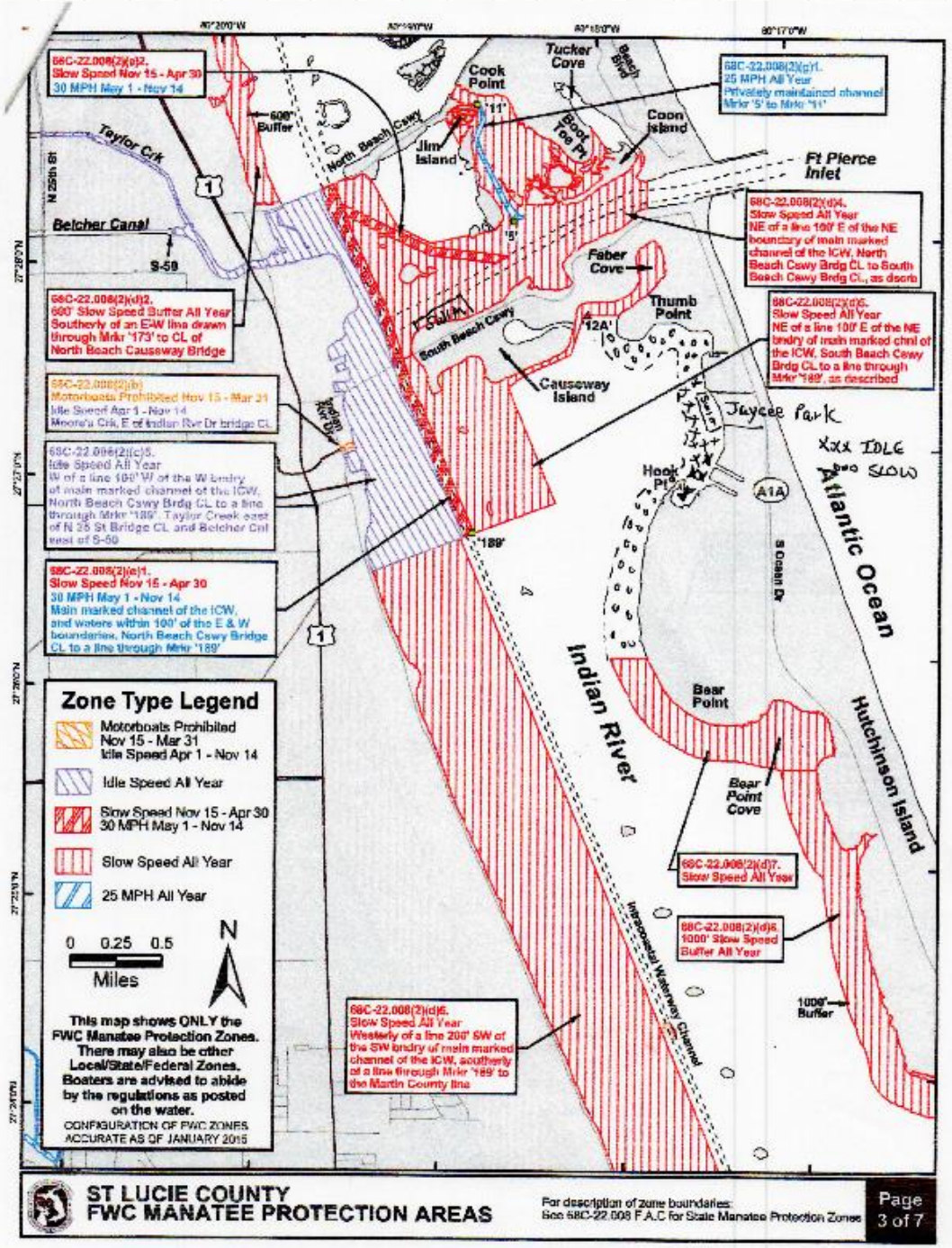
Depths 3-4’ throughout large area



Overview of Present Situation
Jaycee Park Utilization

- **Many citizen photos, emails, videos, and testimonies at Commission meetings have confirmed the dangerous situation at Jaycee Park.**
- **FPPD officers speak of personal motorized watercraft circling the swim buoys at very fast speeds while small children swim only feet away.**
- **Citizens have witnessed personal motorized watercraft zooming behind boats as they put boats in the water at the boat ramp.**
- **Personal motorized watercraft frequently do donuts and spray swimmers at high rates of speed.**
- **“It’s only a matter of time before a citizen is killed or badly injured at Jaycee Park.” (quote from citizen)**
- **Motorized watercraft frequently travel through the non-motorized watercraft launch area, the swim area, & the TCYSF area – sometimes at a high rate of speed.**

Overview of Present Situation Jaycee Park Utilization

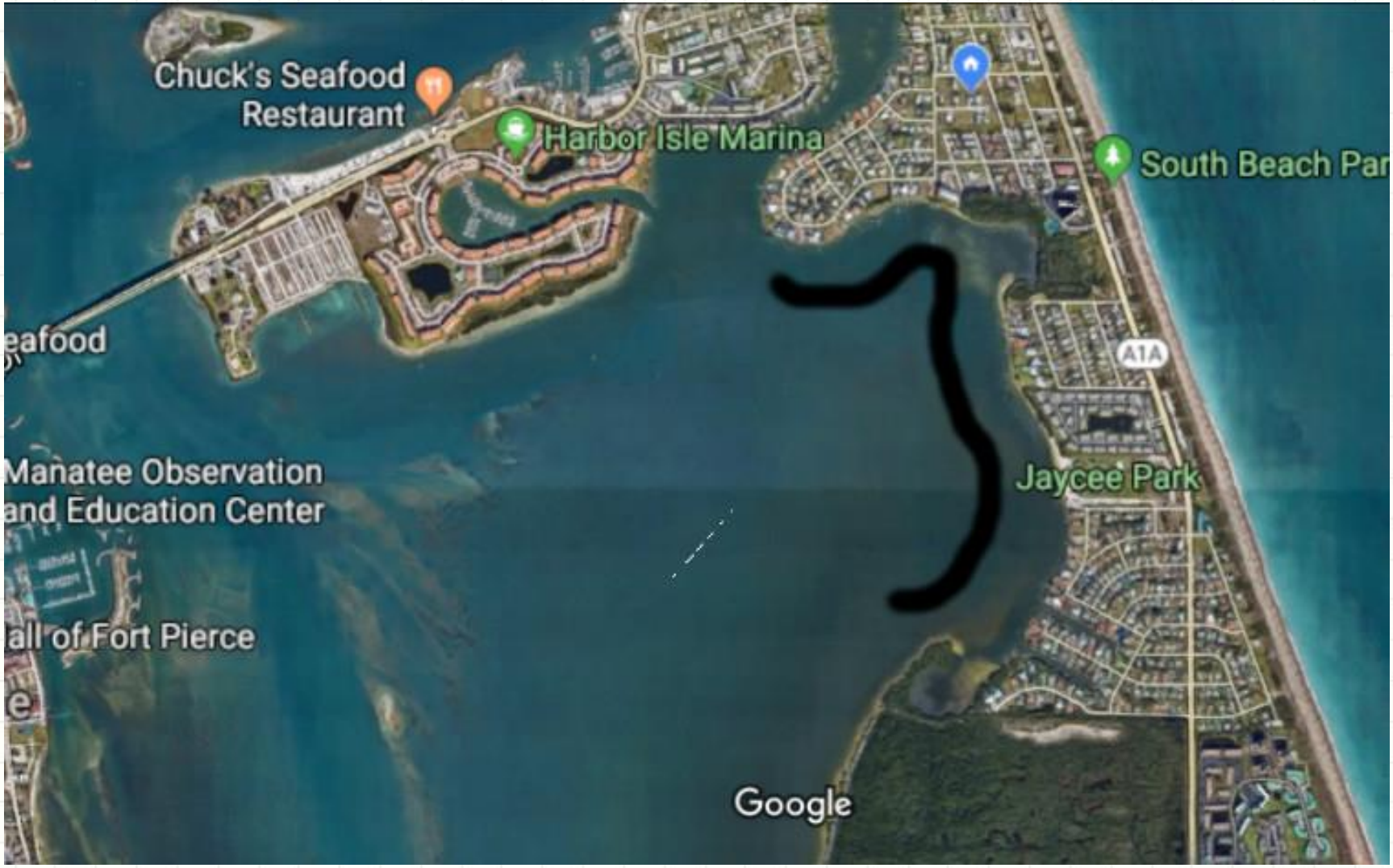


The shoreline between Faber Cove and Bear Point is the <u>ONLY</u> river shoreline with no speed buffer from Herman Bay north to the north side of the North Causeway. An enforced no-wake buffer zone would alleviate many of the safety issues.

Recommendations
Jaycee Park Utilization

- **Long term solution: FWC designate this area as either a slow (X's) or idle (O's) speed zone due to imperiled species. The City has very little influence on this happening.**
- **Intermediate solution: City Ordinance with FWC approval for idle speed 500' from the shoreline for public safety. The City has the ability to draft and approve this Ordinance change now. FWC will definitely approve installing signs out from Jaycee Park. As you can see on the next slide, this allows a large area for motorized watercraft to travel at higher speeds avoiding safety & annoyance issues while enjoying their watercraft.**
- **Immediate solution: Signs and enforcement on the shore to:**
  - ✓ **Re-enforce the lighted sign by FPPD, and to say: "All motorized watercraft: no wake within 500' of beach"**
  - ✓ **Protect beach launch area north of the boat ramps for drop off & pickup of non-motorized watercraft.**
  - ✓ **Continue effort to quickly install new swim buoys as planned.**
  - ✓ **Do not allow any watercraft in the designated swim area.**
  - ✓ **Allow motorized watercraft to anchor off the non-motorized watercraft launch beach.**

Recommendatons
Jaycee Park Utilization



Recommendations
Jaycee Park Utilization

We also recommend considering completing the change to Ordinance 18-031 Section 12-202 to include an option for vendors to apply for a Special Use Permit as previously presented to deliver & demonstrate in specific parks.

Discussion and Questions

City Commission Conference Agenda **4.d.**

Meeting Date: 04/08/2019

Re: Update on City Hall Annex

Submitted For: Mike Reals, Public Works Manager, Public Works

SUBJECT:

Update on City Hall Annex

Attachments

City Hall Annex

RFP No. 2018-053

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/03/2019 06:29 PM
Form Started By: Mike Reals		Started On: 04/03/2019 07:14 AM
Final Approval Date: 04/03/2019		

City Hall Annex Discussion

FEBRUARY 11, 2019 CITY OF FORT PIERCE CITY COMMISSION CONFERENCE AGENDA


315

Status of the City Hall Annex

- On October 9, 2019, RFP 2018-053 was placed out to bid.
- The invitation was advertised on the City of Fort Pierce website, in the local newspaper and on Demandstar.
- The invitation was sent to 96 vendors. No vendors requested specifications and no vendors responded.

Options

- Advertise the property again.
- Utilize the office space by City of Fort Pierce Departments.
- Rent the office spaces on a half day or full day basis for meetings or depositions.










QUESTIONS

?

MEMORANDUM
from the
PURCHASING DIVISION

TO: Mike Reals, Public Works Director

THROUGH: Gelencia Carter, Purchasing Manager

FROM: Georgia Montgomery, Purchasing Agent Georgia Montgomery

SUBJECT: RFP No. 2018-053 ~ Property Lease-City Hall Annex

DATE: November 28, 2018

No proposals were received for the above subject proposal which was due on Monday, November 12, 2018, at 3:00 PM

The bid invitation was sent to 96 vendors. No vendors requested specifications no vendors responded.

Please advise what action you wish to take.

/gm

cc: File

October 17, 2018

CITY OF FORT PIERCE

PROPERTY LEASE ~ CITY HALL ANNEX

RFP NO. 2018-053

ADDENDUM NO. 1

The purpose of this addendum is to advise **ALL** interested bidders that the Pre-Bid Conference information originally posted in the Bid Details on Demandstar was incorrectly stated. There **will not be a Pre-Bid Conference** for this solicitation.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:_____
Manual

Signature:_____
Typed or Printed

Company Name:_____

Address:_____

_____

Date:_____

/gc

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	**REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writrer: Gelencia Carter, 772-467-3748	RFP No: 2018-053
Mandatory Pre-Bid Conference Date: N/A	RFP Title: PROPERTY LEASE – CITY HALL ANNEX
Mandatory Pre-Bid Location: N/A	RFP Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, MONDAY, NOVEMBER 12, 2018	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: --- Mailing Address: --- --- ---	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Circle One): Corporation Partnership Proprietorship	Title:
Incorporated in the State of: Year:	Delivery in _____days, ARO
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit three (3) complete sets (one [1] original and two [2] copies) of their proposal complete with all supporting documentation. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal.

It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: https://www.demandstar.com.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Upon award recommendation or ten days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL OPENING

1.1 Proposals are due on or before **3:00 PM, Monday, November 12, 2018.** Two (2) copies (one original, and one electronic copy on a USB Flash Drive) of sealed proposals. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

Delivery Address:	**Mailing Address:**
City of Fort Pierce	**City of Fort Pierce**
Attn: Purchasing Division	**Attn: Purchasing Division**
Room 101	**Room 101**
100 North U.S. #1	**P.O. Box 1480**
Fort Pierce, FL 34950	**Fort Pierce, FL 34954-1480**

Copies of the proposal documents are available electronically from the Purchasing Division by e-mail request to biddesk@city-ftpierce.com on the web site of Demandstar.com (www.demandstar.com) and City of Fort Pierce's website (www.cityoffortpierce.com)

Any proposals received after the designated time and date listed above will be returned unopened.

1.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2) d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

2. INQUIRIES/QUESTIONS

2.1 All inquiries will be in a written format and addressed to City of Fort Pierce Director of Public Works with a copy to the Purchasing Manager:

TO	**COPY**
City of Fort Pierce	City of Fort Pierce
Mike Reals	Gelencia Carter
Director of Public Works	Purchasing Manager
P. O. Box 1480	P.O. Box 1480
Fort Pierce, FL 34954-1480	Fort Pierce, FL 34954-1480
Fax: (772) 466-5808	Fax: (772) 595-9948

Email: rgrohall@city-ftpierce.comEmail: biddesk@city-ftpierce.com

2.2 No inquiries will be received within seven (7) calendar days of proposal closing date, **5:00PM, Wednesday, October 31, 2018.**

2.3 The City prohibits communications initiated by a Proposer to **any** City Official or employee **(including but not limited to the Mayor and other members of City Commission)**, prior to the time an award decision has been made.

3. DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

4. SITE VISITATIONS

Any proposer desiring to visit site locations should contact Mike Reals at (772) 467-3795 to arrange a site visitation. These visitations should be done in sufficient time to allow proposer to meet the proposal submission deadline.

5. TIMETABLES

The Commission and the proposers shall adhere to the following schedule in all actions concerning this RFP.

A. From opening time, the Commission and City staff will review and evaluate the proposals on a timely basis.
B. The Commission may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City may notify unsuccessful proposers at this time.

6. DELAYS

The City may delay scheduled due dates if it is to the advantage of the City. The City will notify proposers of all changes in scheduled due dates by written addenda.

7. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

8. PURCHASING CARD PROGRAM

8.1 The City has implemented a **Purchasing Card Program.** The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award**. If no such percentage is given, the City shall assume 0% discount applies.

8.2 Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION III

STATEMENT OF WORK

PURPOSE

The City of Fort Pierce solicits proposals from responsible proposers to lease a property located at 315 Avenue A (Marina Way), Fort Pierce, located in the Historic Downtown Fort Pierce. The building is 7,000 square foot two story office building (including office areas on the 1st floor, 2,093 square feet and event rental space on the 2nd floor, 1890 square feet) contained within one concrete block constructed light industrial building. The property is zoned C-3 General Commercial, Light industrial and is being offered **AS IS.** The property has been appraised at an annual rental rate of $12.50 per square foot. (See attached exhibit "C", Market Analysis) This rental rate does not include any taxes.

The first floor of the building is currently being leased to an Accounting Firm and the second floor is being rented to various groups and citizens for special events.

About Old City Hall

Located at 315 Avenue A, the **Old Fort Pierce City Hall** (also known as the **Old City Hall**) is a historic building in downtown Fort Pierce, Florida. Designed with both Mediterranean Revival Style and Italian Renaissance Revival elements by architect William Hatcher, the structure was built in 1925 at the peak of the Florida land boom by builder C.E. Cahow.

Old City Hall is one of the best-regarded and frequently used buildings on the Treasure Coast of Florida. Built at the height of the Florida boom in 1925, it was used as the Fort Pierce City Hall until 1983. It was restored in 1995 for $500,000, being the first of many of Fort Pierce's successes in preservation. On December 7, 2001, it was added to the U.S. National Register of Historic Places.

Since then, historic preservation has been one of the principal successes of Fort Pierce's redevelopment efforts and many beloved landmarks have found a new life in the contemporary world.

LEASE OF PROPERTY

The City anticipates entering into a lease with the proposer who submits the proposal judged by the Evaluation Committee to be most advantageous. Selection of the proposal will be based on the financial standing of the proposer, lease rate proposed, ability to construct in a timely manner (if required), and investment in upkeep and appearance of the facilities on-site or any to be constructed. The proposer understands that this RFP does not constitute an agreement or a lease with the proposer. An official lease or agreement is not binding until proposals are reviewed and accepted by the City Commission and a written agreement or lease is approved by both the City and the successful proposer.

Interested proposer shall propose to enter into a lease:

- Only for the first floor of the building currently being leased for commercial use or
- For the entire building,

The proposer understands that this RFP does not constitute an agreement or a lease with the proposer. An official lease or agreement is not binding until proposals are reviewed and accepted by the City Commission and a written agreement or lease is approved by both the City and the successful proposer.

Insurance requirements will be determined based on the type of use proposed.

PROPERTY LEGAL DESCRIPTION

315 Avenue A
Parcel ID#2410-601-0134-000-8

AARON LEE`S MAP OF FORT PIERCE BLK I ALL BLOCK-LESS E 20 FT AND LESS US #1 AND LESS RD R/W- AND LESS ADD'L RD R/W MPDAF: FROM INT OF SE COR OF LOT 7 AND NLY RD R/W OF ORANGE AVE, TH S 71 09 48 W 2.43 FT TO POB; TH CONT S 71 09 48 W 22.29 FT TO ELY RD R/W LI OF US1, TH N 18 43 46 W ALG R/W LI 28.23 FT, TH S 57 03 58 E 35.94 FT TO POB- (MAP 24/10N) (2.55 AC - 110,836SF) (OR 652-1912: 653-1790: 655-2681: 656-2115: 669-44)

SECTION IV

INSTRUCTIONS FOR PREPARING QUALIFICATIONS

RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Proposers must submit **one original and one digital copy** of the **Application for Proposal to Lease Property** completed in its entirety. The application is provided in this RFP package, see page 14.

Proposer must show proof of insurance or the ability to obtain insurance requested in this RFP package.

AWARD

Award will be subject to the highest acceptable offer received that adds value to the property, adds jobs to the current market and is determined to be in the best interests of the City. Selection will be based on proposals executing the City's form of Application for Proposal to Lease Property and supporting documentation. The sale is subject to final approval of the City Commission. The City reserves the right to reject any or all offers.

EVALUATION METHOD AND CRITERIA

A. General: The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The City's decisions will be final.

Evaluation of Lease for will be based on but not limited to the following:

- Financial standing of the proposer (which will include Financials, Bankruptcy Information and Default or Termination for cause in past Contracts)
- Lease rate proposed (**The City will give higher evaluation consideration to lease rates that are equal to or greater than the appraisal value rate per square foot but will consider lower offers if in the City's best interest**)
- Proposed investments in appearance of the existing facilities on-site or any to be constructed

RFP No. 2018-053

Application for Proposal to Lease Property

Old City Hall ~ City Hall Annex

DATE RECEIVED:_____

1. Name of firm or individual (as would appear on lease):_____

   _____

2. Principal Address:_____

3. Contact Person/Title:_____

4. Telephone Number of Contact Person:_____

5. Proposed Lease Area:
   A. Location/Description: Building located at 315 Avenue A, Fort Pierce, FL 34950
   B. Approximate Square Footage: 7,000 s.f. of existing building
   C. Proposing to lease: (____) Entire Building (____) First Floor only

6. Type of Business Entity: _____
   Corporation, Partnership, Joint Venture, Individual

7. If a Corporation, answer the following:
   A. Where incorporated:_____
   B. When incorporated:_____
   C. The corporation is held: Publicly (____) privately (____)
   D. If foreign corporation, date of registration with Florida Secretary of State, and name and address of Resident Agent:_____
   E. Furnish the name, title, and address of each officer, director, and principal shareholder owning 10% or more of the corporation's issued stock:
      Director's Name: _____
      Address:_____
      Principal Business Affiliation Other Than Proposer's Directorship:_____
      Officer's Name: _____
      Address: _____
      Position: _____
      Principal Shareholder's Name: _____
      Address: _____

8. If a Partnership, answer the following:
   A. Date of organization:_____
   B. General partnership (_____) Limited partnership (_____)
   C. Partnership Agreement recorded: Yes (___) No (___)
      Date Book Page Location:_____
   D. Name, address and partnership share of each general partner:
      Name: _____
      Address: _____

Share%: _____

9. If a Joint Venture, answer the following:
   A. Date of organization: _____
   B. General partnership (_____) Limited partnership (_____)
   C. Partnership Agreement recorded: Yes (___) No (___)
      Date Book Page Location: _____
   D. Name, address and partnership share of each general partner:
      Name: _____
      Address: _____
      Share%: _____

10. Bankruptcy Information: Has the proponent or one of the individuals listed above ever declared bankruptcy? Yes (____) No (____)
    If yes, state date, court jurisdiction, amount of liability and amount of asset:

    _____

    _____

    _____

11. Please list all defaults or terminations for cause in past contracts, leases, foreclosures etc in the last 5 years.

    _____

    _____

    _____

    _____

12. Financial References: List a minimum of four (4) individuals or firms with whom the proponent has leased commercial property or conducted significant financial transactions during the past three (3) years. If a firm is listed, state the name of the department and/or person who may be contacted.

Reference No. 1:
Name: _____
Firm: _____
Title: _____
Address: _____
Telephone: _____
Nature of Association: _____

Reference No. 2:
Name: _____
Firm: _____
Title: _____
Address: _____
Telephone: _____
Nature of Association: _____

Reference No. 3:
Name: _____
Firm: _____
Title: _____

Address:_____
Telephone:_____
Nature of Association: _____

Reference No. 4:
Name:_____
Firm:_____
Title: _____
Address:_____
Telephone:_____
Nature of Association: _____

13. Operational References: List a minimum of four (4) individuals or firms with knowledge of the proponent's ability to operate a business. If a firm is listed, state the name of the department and/or firm to be contacted.

Reference No. 1:
Name:_____
Firm:_____
Title: _____
Address:_____
Telephone:_____
Nature of Association: _____

Reference No. 2:
Name:_____
Firm:_____
Title: _____
Address:_____
Telephone:_____
Nature of Association: _____

Reference No. 3:
Name:_____
Firm:_____
Title: _____
Address:_____
Telephone:_____
Nature of Association: _____

Reference No. 4:
Name:_____
Firm:_____
Title: _____
Address:_____
Telephone:_____
Nature of Association: _____

14. Construction Plans: (If phases planned, indicated requested information for each phase.)
A. Estimated commencement date: _____
B. Estimated completion date: _____

C. Estimated total building(s) square footage planned:_____
D. Estimated cost of construction: _____
E. Nature of planned construction: _____

15. Additional Information: To aid in the proper evaluation of all proposals and to ensure uniformity of information submitted, each proponent must include at a minimum the following information:
A. Projected employment levels: _____
B. Impacts on the Community: _____
C. Price per month:_____/per square foot
(The City will give higher evaluation consideration to lease rates that are equal to or greater than the appraisal value rate per square foot but will consider lower offers if in the City's best interest)
D. Any exceptions to the information requested: _____
E. Any other information, which may be valuable to the County in evaluating the proposal:_____

_____

_____

_____

_____

NO PROPOSAL SHALL BE ACCEPTED UNLESS SIGNED BELOW WHERE APPROPRIATE:

Individual: _____

Witnesses: _____

Name:_____ D/ B/A:_____

Partnership or Joint Venture: (At least two (2) partners or each of the joint ventures must sign)
Name of Partnership or Joint Venture

Witnesses:

_____By:_____
Partner or Joint Venture

Witnesses:

_____By:_____
Partner or Joint Venture

Corporation: The duly authorized officers must sign as follows: The undersigned by execution of this Proposal Form, certifies that he is_____of the corporation named below; that he signed this Proposal Form for and on behalf of the below named corporation; and that he is authorized to execute same for and on behalf of said corporation.

Name of Corporation

Attest:

_____ By:_____
Secretary President

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	_____	_____
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	_____	_____
Include proof of proper licensing as stated in proposal documents. **(NOT APPLICABLE).**	_____	_____
Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents **(NOT APPLICABLE).**	_____	_____
Proposal envelope is marked accordingly.	_____	_____
Did you include the correct number of the complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive)?	_____	_____
Is each Addendum (when issued) signed and included?	_____	_____

PLEASE SIGN AND RETURN WITH PROPOSAL_____

EXHIBIT "A"

SAMPLE AGREEMENT

BUSINESS LEASE AGREEMENT

THIS LEASE AGREEMENT ("BUSINESS LEASE") entered into this _____ day of _____, 2018, by and between CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation, hereinafter "LANDLORD", and _____., a _____ corporation, with its principal address being _____, hereinafter "TENANT".

W I T N E S S E T H:

LANDLORD, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties does demise and lease to TENANT and TENANT rents from LANDLORD that certain office space known as **Unit** ____of the Fort Pierce City Marina Harbor Master Building, located at One Avenue "A", Fort Pierce, Florida 34950, consisting of approximately _____ **square feet**, for purposes of operating a business office for _____., subject to all existing zoning and building restrictions and regulations and the provisions and clauses of this Lease.

1. TERM. The term of this Lease shall be for an initial term of one (1) year commencing _____, 2018 to and including _____, 2018. TENANT shall also have an option to renew this Lease for an additional two (2) year term . TENANT shall furnish LANDLORD with a minimum of six (6) months written notice of its intention to exercise this option prior to the expiration of the initial term.

2. LEASED PREMISES. The leased premises consists of an approximate _____ **square foot office** as depicted and shown on the attached Exhibit "A", which is incorporated herein by reference, known as **Unit** _____ of the Fort Pierce City Marina Harbor Master Building located at One Avenue "A", Fort Pierce, Florida 34950. TENANT shall take possession of the leased premises subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the leased premises.

3. RENT. TENANT in consideration of this Lease, shall pay LANDLORD, in advance and without demand at the offices of the Director of Finance, City Hall, 100 North U.S. Highway One, Fort Pierce, Florida 34950, or such other place as LANDLORD may from time to time designate in writing, rent in the sum of **$** _____ **per annum**, in equal monthly installments of **$** _____ **per month**, plus all applicable Florida state sales tax, in advance, on the first day of every calendar

month during the first twelve (12) months of this Lease. The rental amount is based on a rate of **$ _____ per square foot**, for the _____ square foot space. If this Lease should commence on a day other than the first day of the month, TENANT shall pay rent equal to one-thirtieth (1/30th) of the monthly rent multiplied by the number of rental days in such fractional month. Commencing the first day of the second year of the lease term, rent shall be readjusted, modifying the current term rent for the year by an amount equal to (100%) of the Annual AUnadjusted Percent Change@ in the Consumer Price Index (CPI), for Miami-Fort Lauderdale, Florida region as published by the Bureau of Labor Statistics, for the month in which the second year of the lease term begins. For each change of one (1) index point in the CPI, rent shall be adjusted by a factor of 1.0% The covenant of TENANT to pay rent is separate and distinct from other covenants and TENANT shall have no right of set off or reduction in the payment of rent for any reason. Payments required hereunder shall be in United States currency.

Any adjustments shall take affect at the end of the twelfth month following the commencement date of this Lease and will be further adjusted each twelve (12) months thereafter. Said adjustment will be based on the most recent CPI indices available immediately prior to the adjustment date. Notwithstanding the foregoing, adjusted rent shall not be less than a three percent (3%) increase nor more than a ten percent (10%) increase from the previous lease year.

LANDLORD shall notify TENANT of the adjusted rent due based on the preceding method of adjustment, and TENANT shall promptly pay the same. If LANDLORD shall notify TENANT of such adjusted rent subsequent to the payment of any rent for such lease year, upon the first day of the month immediately following the receipt of such notice, TENANT shall pay the amount due for the months during such lease year as to which rent without such adjustment had previously been paid. Such adjusted rent shall not, under any circumstances, result in a reduction of the previous year's rent.

4. TAXES. In addition to rent specified herein, and other sums of money provided in and by this Lease to be paid by TENANT, TENANT shall pay in advance the full amount of its pro rata share of all sales, use, excise, and rental taxes levied, assessed or payable for or on account of this Lease, or the rent payments contemplated by this Lease, or the rents and other sums of money payable under or by virtue of this Lease. TENANT shall also be responsible for and pay its pro rata share of, any ad valorem taxes which are assessed upon the property leased by TENANT, assessed by the taxing authority during TENANT's usage and lease of the property.

5. LATE CHARGES. In the event any rent payments due hereunder shall not be paid within ten (10) days from the due date, TENANT shall pay LANDLORD a late charge of five percent (5%) of such late payment.

6. PERSONAL PROPERTY TAXES. TENANT shall pay prior to delinquency all taxes assessed and levied upon the trade fixtures, furnishings, equipment, inventory and all other personal property of TENANT contained in the leased premises or elsewhere.

7. COMMON AREA. The term "Common Area" shall mean that part of the entire marina property of LANDLORD located at One Avenue "A", Fort Pierce, Florida 34950 designated by LANDLORD from time to time for the common use of all occupants of the Harbor Master Building, 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 the use the Common 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.

8. INSURANCE. TENANT agrees to carry liability insurance coverage on the leased premises, listing the LANDLORD on said policy, in the amounts and as provided as follows:

9. GENERAL LIABILITY INSURANCE. Such insurance shall be no more restrictive than that provided by Coverage A (Bodily Injury and Property Damage) and Coverage B (Personal and Advertising Injury) of the latest edition of the standard occurrence Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. TENANT shall require that its insurer name the LANDLORD, City of Fort Pierce, as an Additional Insured, on a form no more restrictive than ISO Form CG 20 11, Additional Insured B Managers or Lessors of Premises on the TENANT=s Commercial General Liability policy, and (and, where required limits are also provided by an umbrella or excess policy, such umbrella or excess policy shall also include the LESSOR as an additional insured). The policy must be endorsed to provide LESSOR with 30 days' notice of cancellation. The minimum limits (inclusive of amounts

provided by an umbrella or excess policy) shall be:

$1,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury

$1,000,000 Each Occurrence

Prior to occupying the Leased Premises, TENANT shall furnish satisfactory evidence of insurance to the City Clerk of the City of Fort Pierce. An appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. Until such insurance is no longer required by this Lease Agreement, TENANT shall provide LANDLORD with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from responsibility to provide insurances required by this Lease Agreement.

Except as otherwise specifically authorized in this Lease Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by TENANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, LANDLORD may permit the application of a deductible. TENANT shall pay on behalf Of LANDLORD or LANDLORD=s officer or employee any deductible applicable to a claim against LANDLORD or LANDLORD=s officer or employee.

The insurance provided by TENANT shall apply on a primary basis. Any insurance or self insurance maintained by LANDLORD shall be in excess of, and shall not contribute with, the insurance provided by TENANT. TENANT shall furnish proof of insurance on a yearly basis to the City Clerk of the City of Fort Pierce. Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from responsibility to provide insurances required by this LEASE Agreement.

Compliance with these insurance requirements shall not limit the liability of TENANT, its sub-tenants, employees or agents. Any remedy provided to the LANDLORD or LANDLORD's members, officials, officers or employees by the insurance provided by TENANT or LANDLORD 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 LANDLORD under this LEASE or otherwise.

Neither approval nor failure to disapprove insurance furnished by TENANT shall relieve TENANT from the responsibility to provide insurance as required by this LEASE.

Except as provided for herein, to the extent any loss, liability, damage or cost is covered by applicable insurance, LESSOR and TENANT waive all rights against each other, provided such waiver does not compromise coverage under such insurance coverage.

10. INDEMNIFICATION REQUIRED. TENANT hereby agrees to defend, indemnify and hold harmless the LANDLORD and its officers and employees, from liability, damages, losses and costs, including but not limited to, reasonable attorney=s fees and costs, both at the trial and appellate levels, by reason of damage to persons or property , to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of TENANT and persons employed by TENANT in the performance of this Lease Agreement, or TENANT=s use of the Leased premises, or in any way arising on account of, or be claimed to have arisen from, any injury or damage caused to any person or property on or in the leased premises as a result of the TENANT=s negligence, recklessness, or intentional wrongful misconduct.

LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of the TENANT, TENANT=s employees, agent, guest, invitees, or otherwise, by reason of TENANT=s occupancy of the leased premises.

11. USE OF PREMISES. TENANT will use and occupy the premises as a business office for _____**[TYPE IN SPECIFIC PURPOSE]**_____ purposes. TENANT specifically agrees not to conduct its business in a manner to disturb the quiet enjoyment of other tenants and occupants of the property and agrees to conduct its business in compliance with all applicable laws. TENANT further agrees to keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other obligations imposed by applicable provisions of building, housing, health and environmental codes of any State or Federal law, regulation, or agency; to make no alterations or additions to the leased premises without the prior written consent of LANDLORD; to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's business in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances; not to destroy, deface, damage, impair or remove any part of the leased premises, or property therein belonging to LANDLORD; to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not unreasonably disturb other tenants or occupants or constitute a breach of the peace; and to surrender the leased premises at the termination of this LEASE in as good state and condition as reasonable use and wear will have permitted.

12. MAINTENANCE AND REPAIR. LANDLORD shall keep the foundation, the exterior walls and roof of the leased premises in good repair, except that LANDLORD shall not be required to make any repairs occasioned by the act of negligence of TENANT, its agents, employees, business invitees and concessionaires, which repairs shall be made by TENANT, subject to LANDLORD's supervision. In the event that the leased premises should become in need of repairs required to be made by LANDLORD hereunder, TENANT shall give immediate written notice thereof to LANDLORD, and LANDLORD shall not be responsible in any way for the failure to make any repairs until a reasonable time shall have elapsed after delivery of such written notice. Other than as herein provided, LANDLORD shall not be responsible to maintain or to make any improvements or repairs of any kind in or upon the leased premises. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement if necessary) the exterior and interior portions of all doors, windows, glass, plumbing and sewage facilities within the leased premises, fixtures, heating, air conditioning within the leased premises, interior electrical equipment serving the leased premises, interior walls, floors and ceilings. If any repairs required to be made by TENANT hereunder are not made within ten (10) days after written notice delivered to TENANT by LANDLORD (or within such shorter period as LANDLORD should require in the event of an emergency, with or without notice), LANDLORD may, at its option, make such repairs without liability to TENANT for any loss or damage which may result to its stock or business by reason of such repairs, and TENANT shall pay to LANDLORD immediately upon demand as additional rent hereunder, the costs of such repairs plus ten percent (10%) of the amount thereof (for LANDLORD's service and overhead costs).

13. ALTERATIONS. TENANT shall not make any alterations, additions or improvements to the leased premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the leased premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the leased premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the leased premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the leased 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 leased premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT.

14. UTILITIES. TENANT shall pay LANDLORD the sum of **$ _____ per month** for utility services rendered or furnished to the leased premises, including heat, water, gas (if available),

sewer and electricity. LANDLORD will at it option provide trash removal as part of the rent for the undivided portion of the Harbor Master Building, at no cost to TENANT.

15. DAMAGE AND OBLIGATION TO RESTORE. TENANT shall give immediate written notice to LANDLORD of any damage caused to the leased premises by fire or other casualty. If the leased premises should be: **(1)** damaged by any uninsured casualty or; **(2)** be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD may elect either to terminate the Lease or to proceed to rebuild and repair the leased premises. Should LANDLORD elect to terminate the Lease due to such damage or destruction, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty. Except as otherwise provided herein, in the event the leased premises should be damaged by fire or other casualty insurable under standard fire and extended insurance coverage, LANDLORD shall proceed with reasonable diligence to rebuild and repair the leased premises. LANDLORD's obligation to rebuild and repair shall be limited to restoring the leased premises to substantially return to the condition in which same existed prior to the casualty, shall be limited to the extent of the insurance proceeds available to LANDLORD for such restoration and, further, shall exclude any obligation with regard to the personal property and trade fixtures of TENANT. In the event LANDLORD should elect to restore the leased premises and TENANT should be deprived of the occupancy and use of a portion of the leased premises, rent shall be equitably apportioned according to the area of the leased premises which is unusable by TENANT, until such time as LANDLORD shall have completed its restoration as provided herein. In the event of total destruction, TENANT's rent shall completely abate from the date of such destruction. In the event any portion of the business property should be damaged to such an extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the Harbor Master Building, LANDLORD may cancel this Lease by giving written notice to TENANT, and the Lease shall terminate and become null and void.

16. LIABILITY. LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's occupancy of the leased premises or because of fire, flood, wind storm, acts of God, or for any other reason, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligence, acts or omissions. This paragraph shall apply also to damage caused as previously stated or by frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes of plumbing fixtures and shall apply equally whether any such damage results from the acts or omissions of other tenants, occupants or of any other person, whether such damage be caused by or

result from any other thing or circumstances above mentioned, or any other thing or circumstances, whether of a like or wholly different nature.

17. EMINENT DOMAIN. If the leased premises or any part thereof should be permanently taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease shall be terminated, the entire compensation aware therefore, both leasehold and reversion, shall be the property of LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns to LANDLORD all its right, title and interest to any such award. TENANT shall execute all documents required to evidence such result. TENANT shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for fixtures and other equipment installed by it, but only if or to the extent such award shall be in addition to the award for the land and the building and other improvements (or portions thereof) containing the leased premises.

If the entire leased premises should be taken, condemned, or transferred as aforesaid, the Lease shall terminate as of the time possession thereof is required for public sale. If a portion of the leased premises should be taken, condemned or transferred as aforesaid, LANDLORD may elect to terminate the Lease or, at its own expense, to repair and restore the portion not affected by the said taking, in which latter event the minimum rent shall be reduced in proportion to the area taken, effective at the time possession is required for public use.

In the event any portion of the Common Area should be taken to such extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the business, LANDLORD may cancel the Lease by giving written notice to TENANT, and the Lease shall terminate and become null and void ninety (90) days after said notice.

18. ASSIGNMENT AND SUBLETTING. The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law assign, sell, mortgage, pledge, or in any manner transfer the Lease or any estate or interest therein or sublet the leased premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the leased premises without the prior written consent of LANDLORD.

In the event of the transfer and assignment by LANDLORD of its interest in the Lease and in the building containing the leased premises, LANDLORD shall thereby be released from any further obligations and TENANT agrees to look solely to such successor in interest for performance of such obligations.

19. DEFAULT AND REMEDIES. The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

(a) The vacating or abandonment of the leased premises by TENANT.

(b) The failure by TENANT to make payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from LANDLORD to TENANT.

(c) The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT, other than described in Paragraphs (a) and (b) above, where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed to be in default if TENANT commences such cure within said ten day period and thereafter diligently pursues such cure to completion.

(d) If TENANT or any guarantor should commence, in any court pursuant to any statute either of the United States or of any state, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against TENANT or any said guarantor and either an order of relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if TENANT or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of TENANT's or any said guarantor's property whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

(e) The discovery by LANDLORD that any financial statement given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of TENANT, any successor in interest of TENANT or any guarantor of TENANT's obligations, and any of them, is materially false.

In the event of any default or breach by TENANT, LANDLORD may at any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

(b) Terminate TENANT's right to possession of the leased premises by any lawful means and retake possession thereof for the account of LANDLORD, in which event TENANT shall immediately surrender possession of the leased premises to LANDLORD and all further liability under the Lease on the part of the TENANT and LANDLORD shall terminate.

(c) Maintain TENANT's right to possession, in which event the Lease shall continue in effect whether or not LANDLORD shall have abandoned the leased premises. In such event, LANDLORD shall be entitled to relet the leased premises and to enforce all of LANDLORD's rights and remedies under the Lease, including the right to recover its rent as it becomes due.

(d) Pursue any other remedy now or hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida.

If the LANDLORD should exercise any of its remedies hereunder, TENANT shall be liable for and shall pay to LANDLORD the costs of removing and storing TENANT's property; the costs of repairing, altering, remodeling or otherwise putting the leased premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by LANDLORD, including attorney's fees.

20. TERMINATION. Either party may terminate this Lease Agreement without cause upon sixty (60) days written notice.

In an event of any default or breach by tenant, LANDLORD may any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach; terminate the TENANT=s right to possession of the lease premises by any lawful means and take possession thereof in which event, TENANT shall immediately surrender possession of the leased premises to LANDLORD and all further liability under the lease on the part of the tenant and landlord shall terminate or LANDLORD may pursue any other remedy now and hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida. Upon termination and expiration of the lease term LANDLORD shall have the immediate right thereafter to reenter the lease premises and remove all persons and property there from.

The rights and remedies granted herein to LANDLORD are distinct, separate remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD=s right to exercise any or all of the others.

If the Lease should be terminated, or the Lease term should expire, LANDLORD shall have the immediate right thereafter to re-enter the leased premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of, and for

the account of TENANT. In such event, LANDLORD shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

The rights and remedies granted herein to LANDLORD are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD's right to exercise any or all of the others. All charges payable by TENANT under the terms of the Lease shall be deemed rent for the purpose of LANDLORD exercising its remedies.

No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by LANDLORD at any time when TENANT is in default under any covenant or condition hereof be construed as a waiver of such default or of LANDLORD's right to terminate the Lease on account of such default, nor shall any waiver or indulgence granted by LANDLORD to TENANT be taken as an estoppel against LANDLORD, it being expressly understood that if any time TENANT should be in default in any of its covenants or conditions hereunder, an acceptance by LANDLORD of rent during the continuance of such default or the failure on the part of LANDLORD promptly to avail itself of such other rights or remedies as LANDLORD may have shall not be construed as a waiver of such default, but LANDLORD may at any time thereafter, if such default continues, terminate the Lease on account of such default.

TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LANDLORD by the terms of any mortgage covering the leased premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after such amount shall be due, TENANT shall pay to LANDLORD a late charge equal to six percent (6%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment of TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a wavier of TENANT's default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder.

21. LANDLORD SECURITY. To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by TENANT, TENANT hereby

grants to LANDLORD an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the leased premises, and also upon all proceeds of any insurance which may accrue to TENANT by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of LANDLORD until all arrearage in rent and other sums of money then due to LANDLORD hereunder shall first have been paid. This lien and security interest is given in addition to the LANDLORD's statutory lien and shall be cumulative thereto. Consequently with the execution of the Lease (or later if requested by LANDLORD at its discretion), TENANT shall execute and deliver to LANDLORD Uniform Commercial Code financing statements in sufficient form so that when properly filed, the security interest hereby given shall be perfected. The lien and security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the Lease term shall have been paid in full.

22. TENANT ESTOPPEL CERTIFICATE. TENANT shall at any time upon not less than ten (10) days prior written notice from LANDLORD execute, acknowledge and deliver to LANDLORD a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD, or specifying such defaults if any are claimed; and (3) otherwise be in a form reasonably acceptable to LANDLORD. Any such statements may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the leased premises.

If LANDLORD desires to finance, refinance, or sell the leased premises, or any part thereof, TENANT hereby agrees to deliver to any lender or purchaser designed by LANDLORD such financial statements of TENANT as may be reasonably required by such lender or purchaser. All such financial statements shall be received by LANDLORD and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

23. NOTICES. All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attn: City Manager, P. O. Box 1480, Fort Pierce, Florida 34954, with a copy to the Office of the City Attorney, P. O. Box 1480, Fort Pierce, Florida 34954, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: _____., Attn.._____, President, _____., _____, _____,

_____, CITY STATE AND ZIP, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

24. LESSOR'S RIGHTS. LANDLORD and LANDLORD's agents shall have the right to enter the leased premises at reasonable times for the purpose of inspecting same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the leased premises or to the building of which they are a part as LANDLORD may deem necessary and desirable.

25. GENERAL PROVISIONS. The following general provisions shall be an integral part of this Lease:

(a) TENANT shall not record the lease without LANDLORD's prior written consent, and any such recordation shall, at the option of LANDLORD, constitute a non-curable default of TENANT.

(b) Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

(c) The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

(d) Time is of the essence.

(e) The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

(f) Whenever a period of time is prescribed for action to be taken by LANDLORD, LANDLORD shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LANDLORD.

(g) Upon TENANT paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on TENANT's part to be observed and performed hereunder, TENANT shall have quiet possession of the leased premises, for the entire Lease term, subject to all the provisions of the Lease.

(h) Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

(i) Subject to the provisions hereof restricting assignment or subletting by TENANT and regarding LANDLORD's liability, this Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

(j) The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

(k) The Effective Date of the Lease shall be the date last executed by the parties without amendment or deletion to the Lease and its Exhibits.

(l) All terms, covenants, and conditions herein contained, to be performed by TENANT, shall be performed at its sole cost and expense, and if LANDLORD shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of TENANT to perform such term, covenant, or condition, the sum of money so paid by LANDLORD shall be deemed additional rent and shall be payable by TENANT with the next succeeding installment of rent together with such interest as may have accrued thereon.

(m) Any amount due to LANDLORD not paid when due shall bear interest at the maximum rate allowable by law accruing from the due date. Payment of such interest shall not excuse or cure any default by TENANT under the Lease.

(n) Notwithstanding anything to the contrary provided in the Lease, it is specifically understood and agreed by LANDLORD and TENANT that there shall be absolutely no personal liability on the part of LANDLORD, or its successors, or any partners or corporate shareholders of LANDLORD, or its successors, with respect to any of the terms, conditions and covenants of the Lease, and that TENANT shall look solely to the interest of LANDLORD in the business for the satisfaction of each and every remedy of TENANT in the event of any breach by LANDLORD of any terms, conditions and covenants of the Lease to be observed or performed by LANDLORD.

26. JOINT VENTURE. It is specifically understood and agreed that nothing in this Lease shall be construed as creating a joint venture, partnership, or other relationship between the parties to the agreement other than LANDLORD and TENANT.

27. ATTORNEY'S FEES AND COSTS. The prevailing party shall be entitled to an award of

all costs, charges, and expenses, including the fees of counsel, agents, and others retained by such party and incurred in enforcing either party's obligations hereunder or in any litigation or appellate proceedings.

28. PAYMENT. No payment by TENANT or receipt of payment by LANDLORD of an amount less than the full amount then due LANDLORD under this Lease shall be construed as anything other than a partial payment of the sum then due and owing. No endorsement or statement on any check or letter or any form of payment or accompanying documents shall be deemed to be an accord and satisfaction or other form of settlement, and LANDLORD may accept any such payment without prejudice to its rights to recover the balance of any sums due and owing under this Lease or to pursue any other remedy permitted under this Lease or Florida law.

29. RADON GAS. Pursuant to Fla. Stat. Sec. 404.056(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

30. ENTIRE AGREEMENT. This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased premises and it may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this Lease. No surrender of the lease premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing. This agreement shall be interpreted and enforced under the laws of the State of Florida. It is agreed and understood that this agreement has been negotiated and drafted jointly and is not to be construed against any party.

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:

ATTEST:

BY: _____
Linda Cox, City Clerk

LANDLORD:

CITY OF FORT PIERCE, FLORIDA

BY: _____
Linda Hudson, Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
City Attorney

WITNESSES AS TO TENANT:

TENANT:
[TYPE TENANT'S NAME]

_____
Signature

BY: _____
[TYPE OFFICERS NAME], President

_____
Print name

DATE: _____

_____
Signature

_____
Print name

WITNESSES AS TO GUARANTOR:

GUARANTOR:
[TYPE GUARANTOR'S NAME]

_____
Signature

_____
TYPE NAME

_____
Print name

DATE: _____

_____
Signature

_____
Print name

GUARANTEE

THE UNDERSIGNED, as Guarantor, guarantees all of the obligations of the TENANT under that certain Lease dated the _____ day of _____, 2018, between CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation, as LANDLORD, and _____., a _____ corporation, as TENANT, for the leased premises identified therein and located at One Avenue "A",, Fort Pierce, Florida 34950.

The undersigned, jointly and severally, further confirm and acknowledge the following:

1. The liability of the undersigned is absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Lease; (ii) the existence of any property given as security for, or other guarantee of the Lease; or (iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the TENANT in respect of the Lease or the undersigned in respect of this Guarantee.

2. The undersigned has a monetary interest (direct or indirect) in TENANT, and/or in the conduct of the business to the leased premises.

3. The undersigned has executed this Guarantee to induce LANDLORD to lease the leased premises to TENANT.

4. With regard to obligations of TENANT to pay money, this Guarantee imposes on the undersigned a guarantee of payment and not of collection.

5. LANDLORD has the right to take action against one or more of the undersigned guarantors, if more than one, without affecting the obligations of any other of the undersigned guarantors not being proceeded against.

WITNESS our hands and seals this _____ day of _____, 2016.

WITNESSES:

_____
Signature

_____
Print name

_____
Signature

_____
Print name

GUARANTORS:

_____
[TYPE GUARANTOR'S NAME]

DATE: _____

EXHIBIT 'B"

FLOOR PLAN

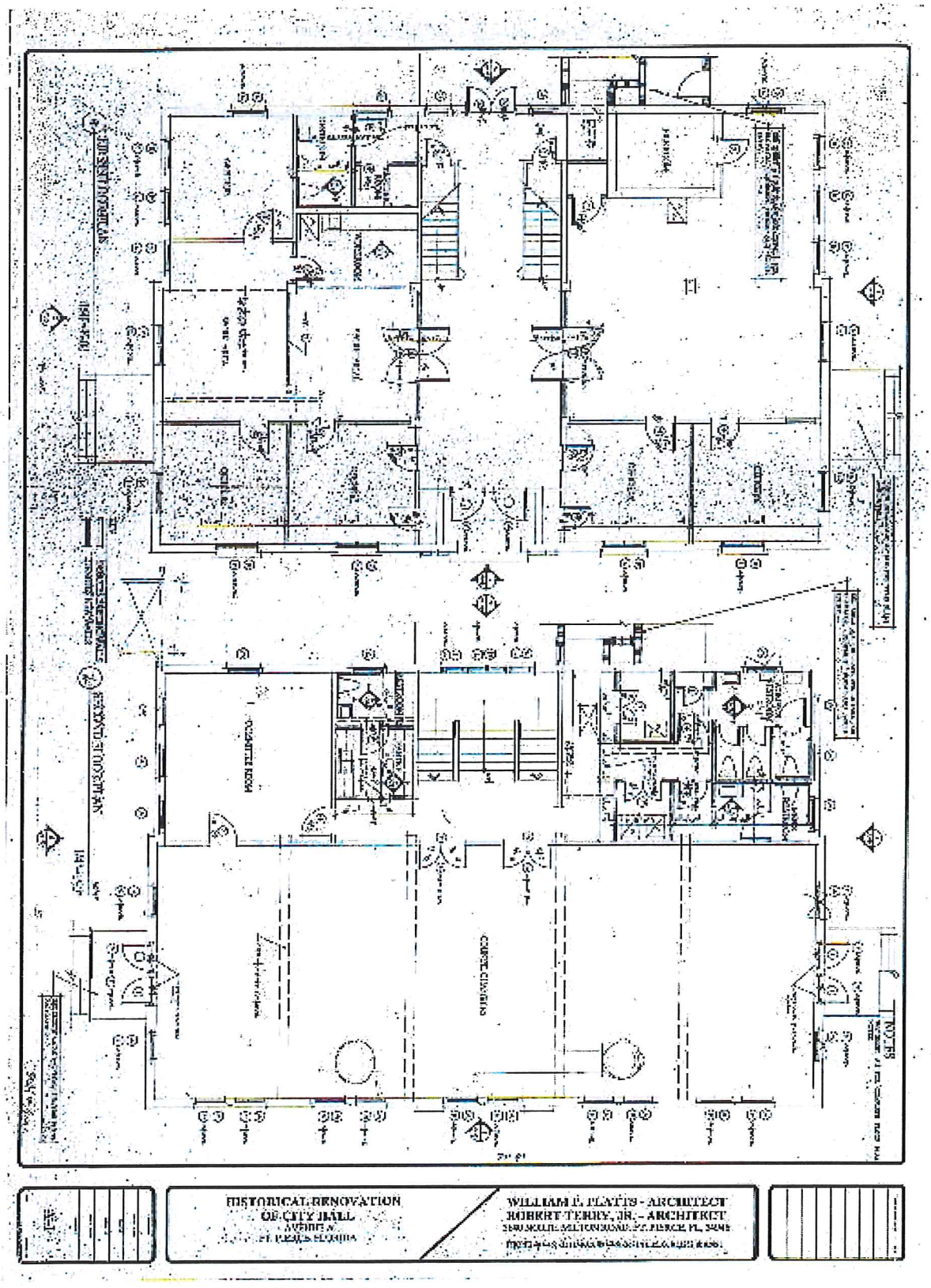


Exhibit "B" – Floor Plan

Exhibit "C"

Market Analysis Report

Performed by Osteen Appraisal Services, Inc.

A RENTAL STUDY
OF THE GROUND FLOOR OFFICE UNIT
LOCATED AT 315 AVENUE A
FORT PIERCE, FL 34950

PREPARED FOR

CITY OF FOR PIERCE

DATE OF RENTAL ANALYSIS

SEPTEMBER 6, 2018

PREPARED BY

THOMAS A. OSTEEN, MAI, SRA

&

COOPER OSTEEN
ST. CERT. GEN. RZ3707

OSTEEN APPRAISAL SERVICES INC.

REAL ESTATE APPRAISERS AND CONSULTANTS
LICENSED REAL ESTATE BROKERS
COOPER OSTEEN
ST. CERT. GEN. RZ3707

112 ORANGE AVEUE
FORT PIERCE, FL 34950

FT. PIERCE (772) 461-3363
OFFICE@OSTEENAPPRAISAL.COM

Gelencia Carter
Purchasing Manager
City of Fort Pierce
PO Box 1480
Fort Pierce, FL 34954

RE: A market rental estimate for the ground floor of the professional office building located at 315 Avenue A, Fort Pierce, FL.

Dear Ms. Carter:

As you have requested, we have completed a market rental study for the above referenced property. The subject of the report consists of a ground floor professional office unit containing approximately 2,093 square feet of leasable area. The ground floor contains a total of 3,500 square feet, but there is a sizable mid-section comprised of common area, which is excluded from the leasable space that is the subject of the assignment.

At the request of the client, the rental study assumes a lease period of 10 years. Also implied within the estimated rental parameter is the assumption of typical market escalations, approximately 3% per year.

We are utilizing measurements we took on our inspection and building plans to calculate the building's square footage and the leasable area of the unit. Because of the placement of certain building components and storage, some measurements were difficult to obtain. Additionally, the building plans that we are in possession of are not complete in terms of

dimensions. The square footage parameter utilized in this report is a good approximate representation of leasable area, although the area could be shown to be slightly more or less by a full set of plans with all wall dimensions. If that were the case, the reconciled rental estimate of this report (Concluded on a Price Per Square Foot Basis) will remain applicable to any minor variations in the leasable area calculation.

Note that the subject property is comprised of two potentially separate units on the ground floor of the 315 Avenue A Building. The Scope of the Assignment is to estimate market rental for the units collectively, assuming a lease to a single tenant. The assignment is completed consistent with that scope.

We certify that, to the best of our knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The appraisal is also intended to comply with Uniform Standards of Professional Appraisal Practice, which were developed as a result of FIRREA, the Financial Institutions Reform, Recovery and Enforcement Act of 1989. In addition my analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for State Certified Appraisers and the current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation.

This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.

A description of the property appraised, together with an explanation of the appraisal procedures utilized, is contained in the body of this report. The estimate of market rental, subject to the limiting conditions and certification as contained herein, as of September 6, 2018 is as follows:

$12.50 Per Square Foot of Leasable Area (Gross)

Assumes 10 Year Term with Typical Increases of 3% Per Year

Respectfully submitted,



Cooper Osteen
St. Cert. Gen. RZ3707



Thomas A. Osteen, MAI, SRA
State Certified General Real Estate Appraiser, #RZ0000174

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SUMMARY OF SALIENT PROPERTY FACTS

TYPE OF PROPERTY	Professional Office Building (Ground Floor Less Common Areas)
LOCATION	315 Avenue A. Fort Pierce, FL 34950
EFFECTIVE DATE OF RENTAL ESTIMATE	September 6, 2018
DATE OF TRANSMITTAL	September 7, 2018
PREVIOUS VALUATION SERVICES INVOLVING THE SUBJECT	We have not been hired within the last three years to perform any type of valuation services involving the subject property.
ZONING	C-3 General Commercial
LAND SIZE	2.54 Acres Total – the subject sits on a larger lot also occupied by City Hall & a public parking garage.
BUILDING TO LAND RATIO	N/A
BUILDING IMPROVEMENTS	The subject property is the ground floor (less common area) of a 7,000 square foot two story office building located in Downtown Fort Pierce, FL. The subject of this market rental study is 2,093 square feet of first floor leasable area.
MARKET RENTAL ESTIMATE	$12.50 Per Square Foot Gross
**TERMS	Assumes 10 Year Lease Term & Standard Escalations

INTRODUCTORY COMMENTS

Intended Use/Intended User

The intended user of the report is the City of Fort Pierce. The City of Fort Pierce will be utilizing the appraisal to establish market rental in order to negotiate a new lease on the subject property.

Effective Date of Market Rental Estimate

The estimate of market rental is being made for the property as of September 6, 2018.

Previous Appraisal / Advisory Services Involving Subject Property

Our appraisal company has not been hired to perform any sort of valuation services on the subject property prior to engagement for the current market rental study assignment.

Market Rent Defined

Market Rent is defined by the Appraisal Institute in the Dictionary of Real Estate Appraisal, Fourth Edition on Page 176 below. This functions as the working definition for this appraisal assignment.

> ***The most probable rent which a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted use, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:***

- Lessor and Lessee are typically motivated
- Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. dollars an is expressed as an amount per time period consistent with the payment schedule of the lease contract
- The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction

Scope of the Appraisal

This report represents a complete market rental study that is being submitted to the client in a narrative report format.

The subject property was inspected by Thomas Osteen, MAI, SRA and Cooper Osteen, on the date of the appraisal.

In estimating market rent, the appraiser has gathered rental data on comparable facilities within the Saint Lucie County area. Data sources available to the appraiser, and either utilized or referred to include the MLS service in Saint Lucie County, Loop Net, real estate web sites for brokers not connected with MLS who are known to be active marketers in this area, market participants, and governmental agencies of St. Lucie and the City of Fort Pierce. We also have personally confirmed with a broker or owner, all of the rental data utilized in this appraisal. Each rental comparable was also inspected by Cooper Osteen and Thomas Osteen, MAI, SRA.

The appraisal includes analysis of the subject property to the degree that relevant property characteristics, typically used by market participants to evaluate properties in this class, are considered.

Note that the subject property (Ground floor of 315 Avenue A) is part of a larger building and is located on a site containing other building improvements. The subject of the report is outlined within the Legal Description section of the report as it is described in a current lease agreement between the City of Fort Pierce and the tenant.

Note that the subject is comprised of two potentially separate rental units that are currently leased together. The Scope of the Assignment is to estimate the market rental of the units together. The conclusions of this appraisal report could differ if the units were leased on an individual, independent basis.

Competency Provision

Osteen Appraisal Services Inc. and the signatories hereto have experience in the appraisal of properties similar to the subject and are qualified due to education, training, and experience in the preparation of such reports to comply with the competency provisions of the USPAP. The professional qualifications of the individuals who prepared this report are included for specific reference.

Exposure Period

The rental exposure period for the subject property is estimated to be one year.

SUBJECT PHOTOS

EXTERIOR



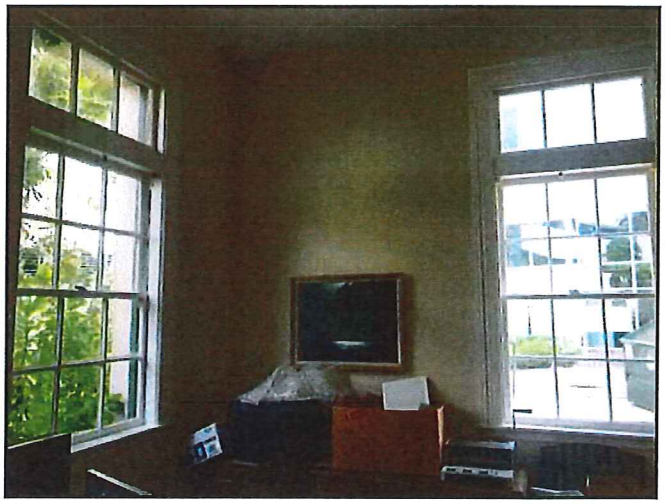
STREET VIEW



STREET VIEW



TYPICAL INTERIOR



TYPICAL INTERIOR



TYPICAL INTERIOR



NEIGHBORHOOD DESCRIPTION

The relationship of the subject property with surrounding properties forms the basis of neighborhood analysis. The 10th Edition of the Appraisal of Real Estate refers to forces which influence property value as, "Social, economic, governmental and environmental forces influence property values in the vicinity of a subject property, which in turn, directly affects the value of the subject property itself." Neighborhood analysis is thus a study of forces and factors which will tend to influence the value of the Subject Property in the future.

Boundaries & Overview

The subject neighborhood is located east of U.S. Highway 1 between Seaway Drive to the north and Delaware Avenue to the south. The neighborhood is known as the Fort Pierce downtown business district. The neighborhood consists of the oldest grouping of commercial properties in St. Lucie County.

US Highway 1 is the primary method of north and south travel in the eastern portion of the Saint Lucie County. Much of the traffic flowing into the interior portions of the neighborhood originates from US Highway 1. North and south streets through in interior portion of the neighborhood are 2nd Street and Indian River Drive. The main streets that intersect Indian River Drive and 2nd Street are Citrus Avenue, Orange Avenue, and Avenue A. Indian River Drive is the easternmost road in the neighborhood and parallels the Indian River Lagoon. To the south of the neighborhood, some of the city's highest priced housing is located along Indian River Drive while it takes on a commercial landscape in the neighborhood once inside the downtown district. The heart of institutional and governmental activity is along 2nd Street. Small businesses are located in historic strip type development along Orange Avenue, Avenue A, and 2nd Street.

Revitalization & Trends

Main Street Fort Pierce, Inc. is a comprehensive revitalization program designed to encourage economic development in conjunction with historical preservation. Established in 1988, the non-profit corporation is a local, public-private partnership funded by memberships, fund-raising projects and city government. The organization coordinates downtown improvements, and works to create a positive image of the area. Main Street is behind events such as Friday Fest, Backus Festival and Sights and Sounds on Second as well as other events. Main Street Fort Pierce has been a driving force in re-establishing the downtown Fort Pierce area into a functioning commerce center and in May 2011 was a recipient of the Great American Mainstreet award.

The downtown area has been a focal point for new development and redevelopment over the past several years with renovation of the former PNC branch bank at Orange Avenue and 2nd Street, 2nd Street Bistro, construction of the Renaissance building, etc. Occupancy has increased over the past 5 years and upward pressure has been seen on rental rates within increasing activity and traffic through the downtown area.

Edgartown

The Edgartown Historic District encompasses northern areas of the central business district and stretches north to the port. This area has been targeted by the city to function as a historic district that incorporates commercial uses with residential uses, historic and civic buildings, and marine related activities. Plans have recently been submitted for large scale redevelopment of the former HD King Power Plant.

Marine Influences / Other

The Fort Pierce City Marina recently completed a $20M+ project to increase boat capacity and provide a safe haven for boats through the man-made barrier islands that have been constructed. Indications from city marina officials indicate that the project has been met with significant demand, much of which is originating from South Florida.

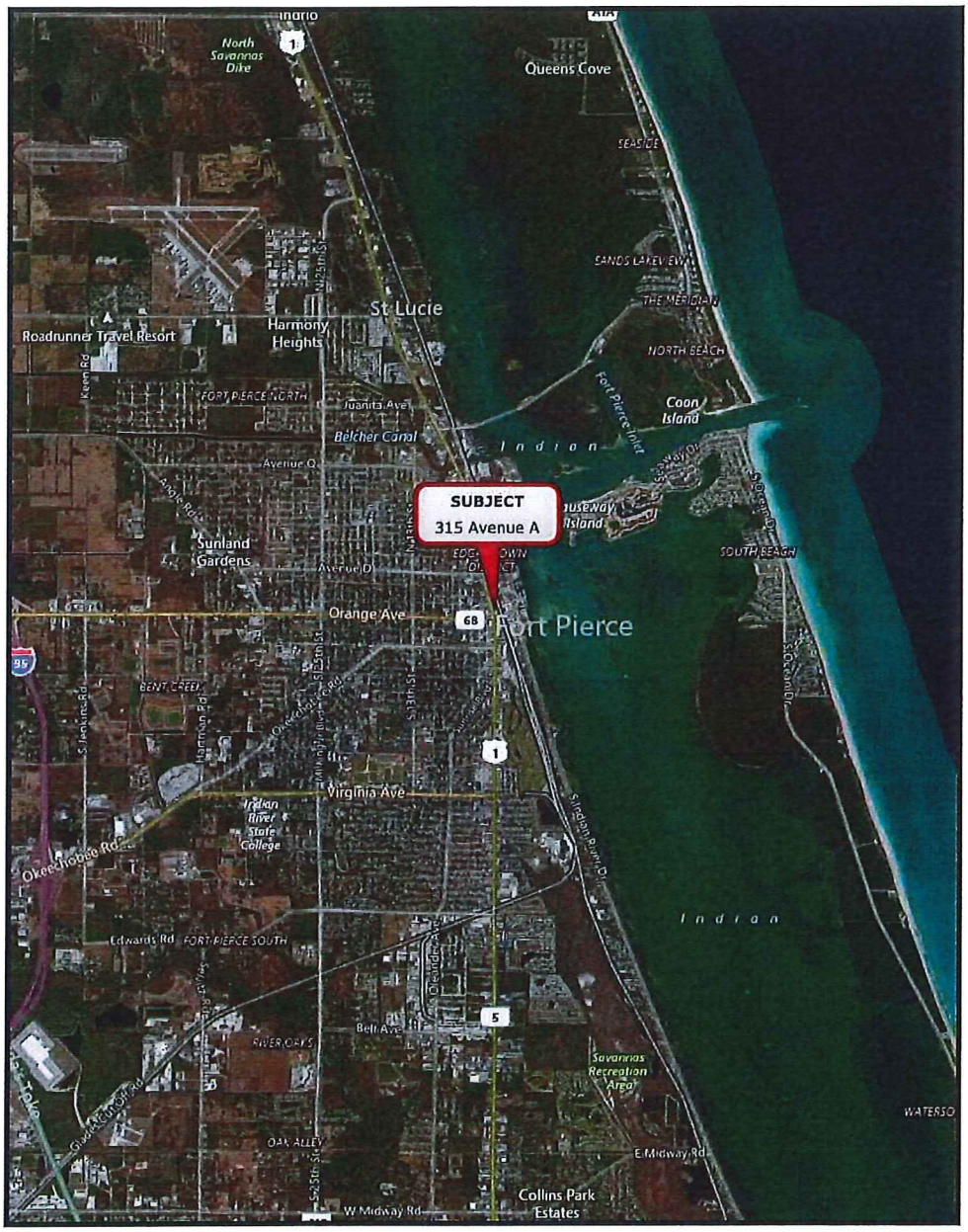
The Port of Fort Pierce is a deep water cargo port located north of Edgartown. The Port Master Plan goals include oversight of the development and redevelopment of land within the operations area. The county recently acquired a key land tract within the Port Operations area, which will play a role in the county's plan to kickstart commerce within the port.

We note the subject's proximity to the Florida East Coast Railway. Plans are currently in the works to drastically expand the operations of the rail through All Aboard Florida, a high speed passenger rail service. Many residents and business owners are fighting the implementation of the All Aboard Florida plan fearing the frequency of trains will hurt commerce by blocking traffic and be a nuisance. At this point, it appears that the project will move forward and could represent a risk factor to nearby enterprises depending on the impact increased operations have on traffic, aesthetics, and the overall ambiance of the area. Thus far though, little to no negative impact has been observed on market prices.

Market Conditions

The local economy and real estate markets have continued to recover in the aftermath of the recession. The improved commercial market has now at least reached stabilization locally in almost all areas. Prime and 2nd tier locations are experiencing upward pricing pressure for improved property in many areas. Fort Pierce typically lags behind more favorably located commercial property in neighboring Port Saint Lucie and Vero Beach, although real estate activity is heightened in prime areas of Fort Pierce including downtown.

NEIGHBORHOOD MAP



PROPERTY DATA

Legal Description (Parent Parcel)

AARON LEE`S MAP OF FORT PIERCE BLK I ALL BLOCK-LESS E 20 FT AND LESS US #1 AND LESS RD R/W- AND LESS ADD'L RD R/W MPDAF: FROM INT OF SE COR OF LOT 7 AND NLY RD R/W OF ORANGE AVE, TH S 71 09 48 W 2.43 FT TO POB; TH CONT S 71 09 48 W 22.29 FT TO ELY RD R/W LI OF US1, TH N 18 43 46 W ALG R/W LI 28.23 FT, TH S 57 03 58 E 35.94 FT TO POB- (MAP 24/10N) (2.55 AC - 110,836SF) (OR 652-1912: 653-1790: 655-2681: 656-2115: 669-44)

The subject of this report is ONLY the ground floor, less common areas, of 315 Avenue A.

Overview of Local Rate Terminology

Below is a summary of rate terminology typically utilized in the local marketplace for the two main types of leases.

- Gross: Landlord retains responsibility for taxes, insurance, and exterior/structural maintenance. Tenant typically retains responsibility for short lived, interior components in terms of maintenance.

- Triple Net Rental Rate: All building expenses are passed through to the tenant including taxes, insurance, building maintenance, and utilities.

The lease rate is estimated on a gross basis at the request of the client.

Lease History

The most recent lease agreement involving the subject property was signed on the 2nd day of October 2017 by the current tenant, McAlpin Cavalcanti & Lewis, a local accounting firm. The lease agreement was for a period of one year at a rate of $2,284.35 per month, or $27,412.20 per year. The rate equates to $13.10 per square foot of area. The City of Fort Pierce reported that the rental rate has been at that level since the city took the building over from Main Street in 2014.

The lease is done on a gross basis with the landlord having responsibility for property expenses including taxes, insurance, and maintenance including structural items and roof, façade, HVAC, and other major building components. The tenant is responsible for utilities outside of trash pickup. The landlord also maintains common areas including restrooms.

SUMMARY OF RELEVANT SITE CHARACTERISTICS

SIZE / SHAPE	The subject is located within a two story building situated at the northeast corner of a 2.54 acre site. The site contains other improvements including the City Hall Building and a municipal parking garage. The site is regularly shaped and encompasses the full block between Avenue A, US 1, and Orange Avenue.
ACCESS	The parking garage is accessible directly from Avenue A and Orange Avenue.
UTILITIES	The subject utilizes municipal water and sewer systems. Trash pickup is provided by the landlord.
BOUNDING USES	City Hall is situated to the immediate south, a municipal parking garage is situated to the immediate east, US Highway 1 is situated to the immediate west, and a consignment / arts shop is located across Avenue A to the north.
ZONING	C-3; General Commercial – This is the city's lease restrictive commercial zoning classification and permits a wide range of commercial utilization including but not limited to offices, retain, motels, gas stations, etc.
SITE IMPROVEMENTS	The subject is located on the same site as a municipal parking garage, which provides ample parking space. Aside from the parking garage, there is on street parking across the street.

SUMMARY OF RELEVANT BUILDING CHARACTERISTICS

BUILDING	The subject building contains a total of 7,000 square feet of gross building area and was constructed in 1925. The property underwent a substantial renovation in the 1990's. The subject is comprised of two similar sized units along the east and west sides of the building. These are divided by common area in the middle. The total office space, excluding common area, is approximately 2,093 SF.
CONSTRUCTION TYPE	Concrete Block Construction
LAYOUT AND FINISHES	The east wing contains 1,030 SF leasable area with a reception area, three private offices, a kitchen/break area, an open file room, and a storage area. The west wing contains and estimated 1,118 square feet of leasable area that includes two private offices, a large open workspace, and a private file room with concrete block walls. Each wing has its own A/C unit. Both wings contains commercial grade carpet and wood flooring, painted drywall, wood trim, fluorescent lighting, and knock down ceilings. The office space is generally in average condition, although there are some signs of deferred maintenance around windows. The subject is considered to be mostly in line with the market standard for office space in the downtown area. The subject property does not have its own internal restrooms, although one common restroom is available on the first floor and additional common restrooms are available on the 2nd floor. The restrooms are easily accessible and the fact that they are accessed in the common area is not viewed as a negative functional feature.

THE APPRAISAL PROCESS

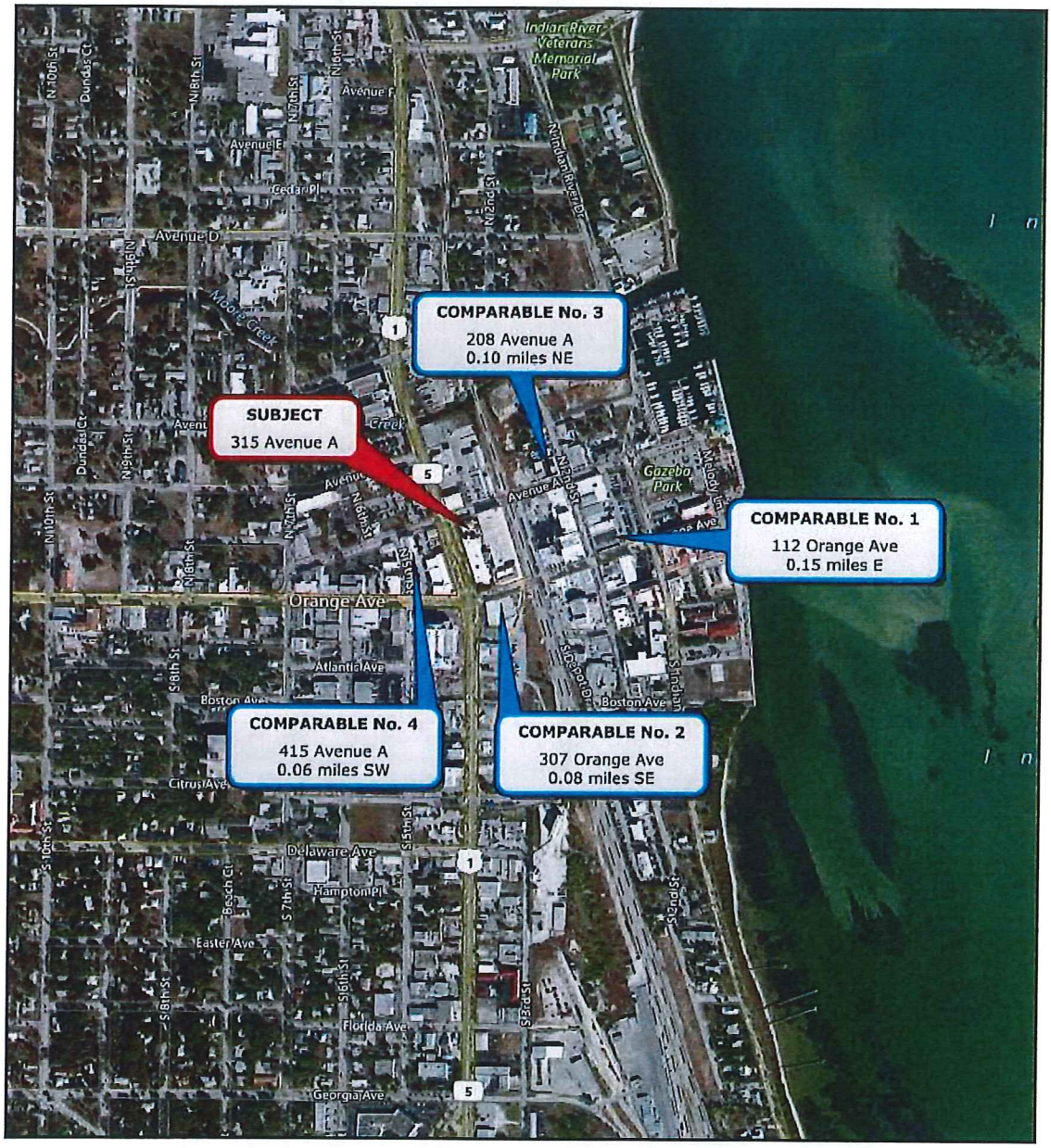
The appraisal assignment is to estimate market rent for the subject property. This is accomplished through analysis of comparable rentals. Rentals used in estimating the market rent of the subject property are outlined on the following pages.

Market rental is estimated on a gross basis, consistent with most rentals being done in the downtown Fort Pierce market. Note the subject is evaluated based on its leasable square footage, or the space between interior unit walls. Many of the leases done in this area are based on gross building area, or a hybrid calculation using facets of leasable and gross building area. Allowances will be made within the comparative process to account for differences in size calculations.

Rentals are outlined on the next page and are followed by a discussion of adjustments and concluded rental parameter:

SUMMARY OF RENTAL COMPARABLES					
Rental	SUBJECT PROPERTY	Rental 1	Rental 2	Rental 3	Rental 4
Address	315 Avenue A Fort Pierce, FL	112 Orange Avenue Fort Pierce, FL	307 Orange Avenue Fort Pierce, FL	208 Avenue A Fort Pierce, FL	415 Avenue A Fort Pierce, FL
Location Description	Downtown Business District	Downtown Business District	Downtown Business District	Downtown Business District	Downtown Business District
Type Building	2 Story Office	1 Story Retail & Office	1 Story Retail / Office	1 Story / Mostly Retail	1 Story Retail & Office
Unit Size	2,093	1,407	1,100	Various	2,700
Building Design & Appeal	Average	Similar	Good	CBS / Average	Average+
Parking	Garage + Public	Street / Public	Street / Some Private	Street / Some Private	Limited Private, Street Parking
Type Lease	Gross	Gross	Gross	Gross	Gross
Annual Rental Amount	$ 27,412.20	$ 19,200.00	$ 21,600.00	N/A	$ 33,000.00
CAM	$ -	$ -	$ -	N/A	$ -
Rent / SF / Year	$ 13.10	$13.65	$19.64	$12.00	$12.22
COMMENTS	Subject Current Rental. Currently utilized as professional offices.	Very similar quality, location, and configuration. Good rental comp, rate rengotiated 8/2018.	Newer, updated finishes & superior design and appeal. Existing rentals reported to be closer to the $16.00 per square foot range. Smaller Units.	Owner reported current rental rates @ $12.00 per square foot gross for predominantly retail space.	This was the asking rental of the ground floor unit at 415 Ave A. The unit was leased in 2018. The exact rate was unavailable but it was reported to be "very close" to the asking rate.

COMPARABLE RENTAL MAP



COMPARABLE RENTAL PHOTOS









Overview of Comparable Rentals

Rental 1 is a good rental comparison because of the setup / configuration of the offices. Rental 1 contains one half predominantly open work space while the other half of the office is partitioned into individual offices / conference / etc. This rental was re-negotiated in 2018 and produces an indicator of $13.65 per square foot. Rental 1 contains internal restrooms while restrooms are in the common area of the subject; however, this is not considered to detract from the subject unit functionally in a substantial way. Overall, considering all factors, the subject's rental rate should be placed near this level. Note Rental 1 is evaluated based on leasable area.

Rental 2 is a currently asking rental in a comparable location of downtown Fort Pierce. The unit is smaller and considered superior physically. The unit is recently updated, contains some private parking, and also contains a large amount of common area that is available for storage, showers, large restrooms, etc. We were able to gain some insight on where other actual rentals are in the Rental 2 building. Still, this comparison represents the upper end of the market range for downtown office space. Note Rental 2 is evaluated based on leasable area.

Rental 3 is a predominantly retail oriented building, although it is not uncommon to see office users crossover into retail space and Rental 3 represents a competitive alternative to the subject. The owner of the building has various space sizes in the building, but said that the average rental is approximately $12.00 square foot. The subject typically contains a higher level of finishes that could justify a moderately higher rental rate, although a market rental conclusion well above $12.00 per square foot is not supported by Rental 3. Note Rental 3 size calculations are typically based on gross area. Thus, the rate translation to leasable area is moderately higher than $

Rental 4 is a comparable building located on the west side of US Highway 1. This is known as the Arcade Building and has a 2,700 square foot office / retail space available for lease for $12.22 per square foot. The subject is considered superior to Rental 4 being on the east side of US Highway 1 closer to the core CBD and also being smaller. Again, the subject's rental rate is supportable above the Rental 4 ask, but not substantially above this level. Rental for is also evaluated on gross building area. Therefore, the price from a leasable area standpoint would be moderately higher, likely in the $.25 to $.50 per square foot range.

Other

The subject does not have internal restrooms while all of the comparable rentals do; however, there is a first floor common restroom and 2nd floor common restrooms. The commons restrooms are easily accessible and this is not viewed as a functional drawback for the subject vs. other comparables.

The client has requested the market rental estimate be made assuming a term of 10 years. We note that 10 year leases are rare in the market area outside of leases to

governmental agencies. There is basically no paired data that can be readily utilized to support the impact of a 10 year lease vs. typical 3 to 5 year terms in a space like the subject. We have discussed the market's likely reaction to a stipulated 10 year lease term. Typically, longer terms are viewed more favorably by landlords. However, the amount of tenants that are willing to exceed a 5 year lease term is small. The combination of desirability from a landlord standpoint and common aversion to such a long term from a tenant standpoint likely means that the rate would be discounted for a 10 year term vs. a typical 3 to 5 year term. Though a smaller portion of the market, there is still likely a faction of the tenant pool that will appreciate the predictability of a 10 year lease. Net of these considerations, we believe that a stipulated 10 year lease term will result in some discount vs. a 3 to 5 year term, although not overly significant.

With consideration to all of the information that we were able to gather, and qualitative analysis of the subject relative to rental comparables in terms of physical attributes and terms, we estimate the subject's market rental at $12.50 per square foot on a gross basis and assuming a 10 year rental term. This also assumes typical 3% annual escalations.

$12.50 PER SQUARE FOOT GROSS

Based on our square footage calculation of 2,093 SF, the annual rental amount is $26,162, or $2,180.21 per month.

The implied exposure period is 1 year. The marketing time is 12 months.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- The analyses, opinions, and conclusion were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, except that the departure provision of the USPAP does not apply.
- Thomas A. Osteen, MAI, SRA has made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the appraisers that are signing the report.
- The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraiser Board.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- As of the date of this report, I, Thomas A. Osteen, MAI, SRA, has completed the requirements of the continuing education program of the Appraisal Institute.
- This report is subject to peer review by authorized members of the Appraisal Institute.
- We have not been hired to perform any valuation related services involving the subject property in the three years prior to being hired by the client.

Thomas A. Osteen, MAI, SRA
State Cert Gen RZ174

Cooper Osteen
St. Cert. Gen. REA RZ3707

QUALIFICATIONS OF COOPER OSTEEN, STATE CERT. GEN. RZ3707

Licensure

COOPER OSTEEN, State Cert. Gen. RZ3707

Education

John Carroll High School, Graduated May, 2001.

Indian River Community College, Graduated 2003, AA Degree.

University of Mississippi, Graduated May 2008, B.A. Degree.

Professional Memberships

Residential Associate Member, Appraisal Institute

State of Florida – Registered Trainee Real Estate Appraiser # R122707

Appraisal Courses and Seminars Completed

Appraisal Institute – "Basic Appraisal Principles" April, 2007 (30 Hours) Denver, CO

Appraisal Institute – "Basic Appraisal Procedures" April, 2007 (30 Hours) Denver, CO

Appraisal Institute – "15 Hour National USPAP Course" April, 2007 (15 Hours) Denver, CO

Appraisal Institute – "Residential Market Analysis & Highest and Best Use" May, 2007 (15 Hours) Tampa, FL

Appraisal Institute – "Residential Site Valuation and Cost Approach" May, 2007 (15 Hours) Tampa, FL

Appraisal Institute – "Residential Sales Comparison & Income Approaches" July, 2007 (30 Hours) Miami, FL

Appraisal Institute – "General Appraiser Income Approach Part 1"
2008
(30 Hours) Tampa, FL

Appraisal Institute – "General Appraiser Sales Comparison Approach"

2009
(30 Hours) Ft. Lauderdale, FL
Appraisal Institute – "General Appraiser Market Analysis and Highest & Best Use"
2009 (30 Hours) Fort Lauderdale, FL

Appraisal Institute – "General Appraiser Report Writing and Case Studies"
2010 (30 Hours) Fort Lauderdale, FL

Appraisal Institute – "General Appraiser Site Valuation & Cost Approach"
2011 (30 Hours) Fort Lauderdale, FL

Types of Property Appraised

- Single Family Residences
- Single Family Condominium Units
- Small Income Producing Properties
- Vacant Residential Land
- Vacant Agricultural Land
- Mobile Homes
- Vacant Commercial Land
- Barrier Island Property
- Small Chain Restaurants
- Small Professional / Medical Office
- Light Industrial
- Flex Warehouses
- Office Condominium Units
- Strip Retail Centers
- Mobile Home Parks
- Office Buildings

QUALIFICATIONS OF THOMAS A. OSTEEN, MAI, SRA

Professional Memberships

MAI - member, Appraisal Institute of Real Estate Appraisers.

SRPA - Senior Real Property Appraiser - Society of Real Estate Appraisers.

SRA - Senior Residential Appraiser - Society of Real Estate Appraisers.

Professional Experience

State Certified General Appraiser - State of Florida since June, 1990, #RZ0000174

President - Osteen Appraisal Services, Inc. - 1984 - Present.

Licensed Real Estate Broker - State of Florida since 1984.

Broker - Salesman - State of Florida - 1981 - 1984.

Real Estate Salesman - State of Florida - 1976 - 1981.

Professional Training

Numerous courses and appraisal seminars between 2000 and 2011

Bachelor of Science Degree, Real Estate Major, Florida State University, 1976.

Associates of Arts Degree, Indian River Community College, 1974

Experience

Continuous appraisal of real property in the State of Florida since 1976. Appraisal practice encompasses a wide array of commercial, agricultural and residential properties including complex special purpose properties.

Continuing Education

As of the date of this report I, Thomas A. Osteen, MAI, SRA, SRPA has completed the requirements under the continuing education program of the Appraisal Institute.

City Commission Conference Agenda **4.e.**

Meeting Date: 04/08/2019

Re: Discussioin on Downtown Illumination

Submitted For: Mike Reals, Public Works Manager, Public Works

SUBJECT:

Discussion on Downtown Illumination

Attachments

Ilumination case study

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/03/2019 06:29 PM
Form Started By: Mike Reals		Started On: 04/03/2019 07:21 AM
Final Approval Date: 04/03/2019		

L&S
Enterprises, LLC

FL - EC 0002615
GA – EN 215710
AL – 03407
NC - 30929-U

800 Gatepark Dr.
Daytona Beach, FL 32114

Office: 386-304-0722
Fax: 386-304-0723

WWW.L-SENTERPRISES.COM

3/4/2019
Mike Reals
City of Ft. Pierce

RE: LED Post Top retrofits

Mike,
In an effort to address any concerns as to the Post Top Lighting Retrofit for the Downtown area of Ft. Pierce, I would submit the following.

In 2014, L&S Enterprises, under the direction of ConEdison Solutions performed an extensive lighting evaluation and subsequently developed a proposal for energy efficient lighting retrofits throughout the city. This included multiple facilities both interior and exterior. Street lighting was also included in this evaluation.

Many factors are taken into consideration when selecting the appropriate retrofit solution. As for the Down Town Post Top lights L&S proposed a self-ballasted LED Corn Cob lamp to replace the existing Metal Halide High Intensity Discharge Lamp. The wattage of the selected retrofit was 60 Watts. This is an industry standard equivalent replacement for the 175 Watt MH lamps originally in the Post Top fixtures.

There are many factors that can affect the amount of usable light reflecting from a given surface. Some examples might be dirty or discolored lenses, available ambient light from surrounding sources, and natural light from the moon or stars.

I have attached 2 case studies for this retrofit. In one case the retrofit lamp was a 40 Watt and the other was an 80 Watt. Our selection fell in between these 2.

If you need any further information please feel free to reach out to me at any time.

Thanks,
Len Blanton
President
L&S Enterprises, LLC



Municipal Lighting Retrofit

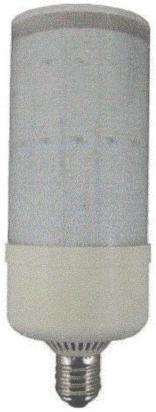
Newtown, CT

Case Study: Reducing Energy & Maintenance Costs

Fairfield Hills Campus is a redevelopment site owned by the Town of Newtown, Connecticut.
They have recently retrofitted their existing Acorn Light Fixtures with the Neptun LED - Acorn retrofit bulb.
The City had previously used a mix of 150W & 175W Metal Halide bulbs, which they have replaced with a 40W LED.
With the Energy Efficient Neptun LED retrofit bulb, the city will save around $12,000 a year in energy cost.
The Neptun LED Acorn Retrofit Bulb has a rated life of 70,000 hours, which is 4 times longer than the life of any Metal Halide or HPS lighting system. Over the life of these LED bulbs, Newtown, CT will save around $180,000 in energy costs and another $16,000 in maintenance and material costs.







Neptun Light
LED - Self-Ballasted Bulb

Bulb Type	Wattage	Fixture Wattage	Qty.	Annual kWh	Annual Energy Costs
Metal Halide Bulb	150	190	55	45,771	$7,323
Neptun LED Bulb	40	40	55	9,636	$1,542
				Annual Energy Savings	$5,781

Kilowatt Rate = $ 0.16
Fixtures Running = 4,380 hrs. per year

Bulb Type	Wattage	Fixture Wattage	Qty.	Annual kWh	Annual Energy Costs
Metal Halide Bulb	175	205	55	49,385	$7,902
Neptun LED Bulb	40	40	55	9,636	$1,542
				Annual Energy Savings	$6,360

Kilowatt Rate = $ 0.16
Fixtures Running = 4,380 hrs. per year

NEPTUN Light, Inc.
Questions and Comments:
Toll-Free: 1-888-735-8330
www.neptunlight.com

NEPTUN LIGHT®

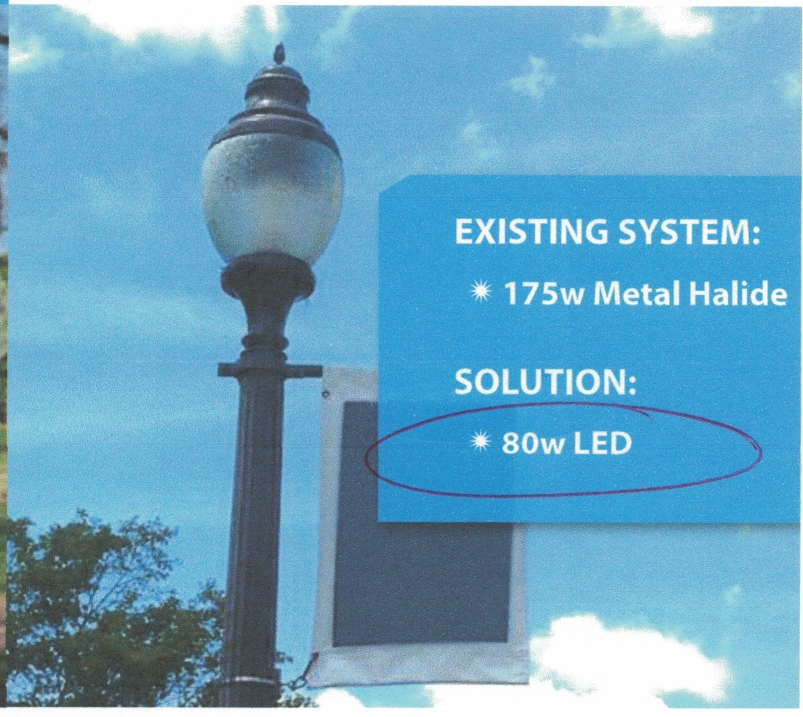
NEPTUN® LIGHT

CASE STUDY

DUKE UNIVERISTY: DURHAM, NC

LED RETROFIT





EXISTING SYSTEM:

- 175w Metal Halide

SOLUTION:

- 80w LED

Project Description

Duke University is a private research university located in Durham, North Carolina. They came to **Neptun Light, Inc.** with the challenge of reducing overall power consumption and maintenance costs at their university campus. With Neptun's wide range of energy efficient lighting products, they were able to utilize LED technologies in the retrofit. This lighting provides increased visibility and safety, long life energy savings, and a significant decrease in overall maintenance. Utilizing the existing fixtures with **Neptun's** LED Acorn Retrofit kit provided the most cost effective solution while maintaining high quality lighting results.

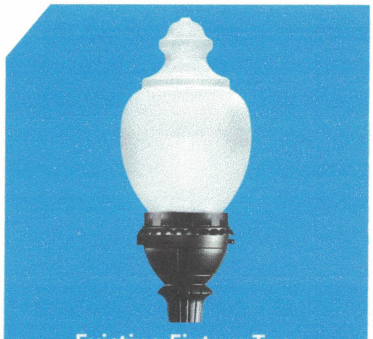
THE RESULTS

	Metal Halide	LED Retrofit
Rated Wattage	175w	80w
Input Wattage	210w	82w
Life span	16,000 hrs.	70,000 hrs.
No. of Fixtures	1,450	1,450
Running Time/Year	4,380 (12hrs./day)	4,380 (12hrs./day)
kWr Rate	$0.06	$0.06
Annual (kWh)	1,333,710	520,782
Annual (kWh) Savings		812,928
Annual Energy Costs	$80,023	$31,247

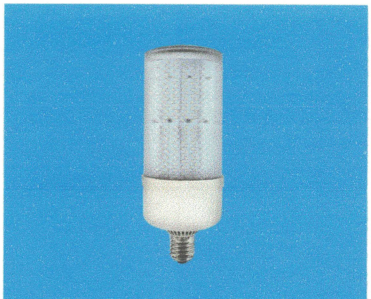
Overall annual energy savings = $48,776

Total savings over life of product = $731,635

Products



Existing Fixture Type



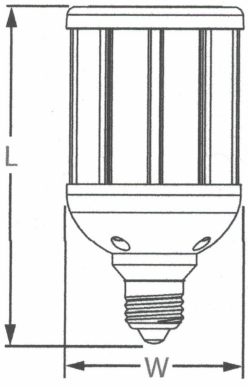
LED Acorn Retrofit Lamp

lightinnovations@work™

NEPTUN LIGHT

LED
SELF-BALLASTED RETROFIT LAMPS





Product Dimensions

Wattage	E26 (L)	E40 (L)	Width (W)
15W	6.75 in.	7.25 in.	2.75 in.
20W	7.50 in.	8.00 in.	2.75 in.
25W	8.25 in.	8.75 in.	3.75 in.
30W	8.25 in.	8.75 in.	3.75 in.
35W	9.25 in.	9.75 in.	3.75 in.
40W	9.25 in.	9.75 in.	3.75 in.
60W	10.00 in.	10.50 in.	4.25 in.

Incredible 50,000 hrs

GENERAL DESCRIPTION

Neptun's LED retrofit lamp is designed for use in a variety of applications to replace existing HID or HPS lamps. The LED-N148 series retrofit lamp features excellent optics for increased visibility and security with a 360° light engine to evenly illuminate area. Offered in a variety of color temperatures to closely resemble HID or HPS style bulbs. Can replace existing HID & HPS lamps up to 175 Watts.

APPLICATION

- Decorative Post Top Fixtures
- Decorative Acorn Fixtures
- Base Down Applications

STRUCTURE, MATERIALS, & FEATURES

- Cast aluminum heat sink.
- High efficiency, heat and impact resistant, UV protected, non yellowing polycarbonate lens / refractor.
- Internally driven (self-ballasted) driver for easy installation.
- High Output LED's.
- High power factor, low THD driver.
- Instant-On flicker-free Cold Start and Hot Re-Start.
- Bright white light (5000°K) for greater visibility and safety.
- LED engine design with Advanced Thermal Management.
- Up to 15 year maintenance free operation.
- 5 Year Warranty.

ORDERING INFORMATION

Sample Number: LED-N148015-UNV-850-E26
Custom options and accessories available. Please consult factory

Source	Series	Wattage	Voltage	Color Temp	Base
LED	N148	060	UNV	850	E40
LED = LED	**N148** = Retrofit Lamp	**015** = 15 W **020** = 20 W **025** = 25 W **030** = 30 W **035** = 35 W **040** = 40 W **060** = 60 W	**UNV** = 120-277 VAC	**830** = 3000°K **841** = 4100°K **850** = 5000°K	**E26** = Medium Base **E40** = Mogul Base

RoHS COMPLIANT · ETL LISTED

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NEPTUN LIGHT

LED
SELF-BALLASTED RETROFIT LAMPS

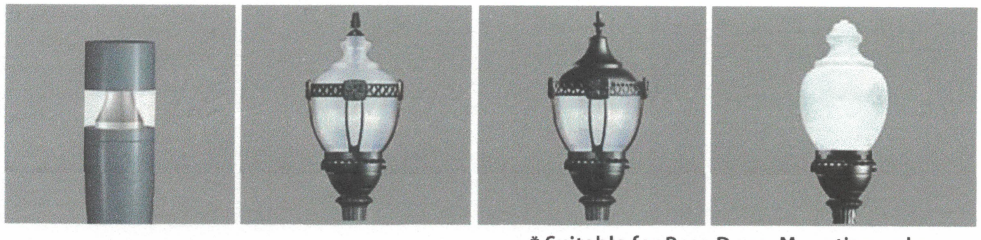
PRODUCT INFORMATION

Model No.	Description	Rated Watts	Input Watts	Delivered Lumens	Universal Line Voltage (VAC)	Max Line Current (Amp) @ 120 - 277	THD	Power Factor	Weight
LED-N148015-UNV	LED Retrofit Lamp	15	16	1,650	120-277	0.13 - 0.06	<20%	>0.90	0.60 lb
LED-N148020-UNV	LED Retrofit Lamp	20	21	2,200	120-277	0.14 - 0.07	<20%	>0.90	0.70 lb
LED-N148025-UNV	LED Retrofit Lamp	25	26	2,850	120-277	0.21 - 0.09	<20%	>0.90	1.10 lb
LED-N148030-UNV	LED Retrofit Lamp	30	31	3,400	120-277	0.26 - 0.11	<20%	>0.90	1.10 lb
LED-N148035-UNV	LED Retrofit Lamp	35	36	4,000	120-277	0.30 - 0.13	<20%	>0.90	1.30 lb
LED-N148040-UNV	LED Retrofit Lamp	40	41	4,560	120-277	0.34 - 0.15	<20%	>0.90	1.30 lb
LED-N148060-UNV	LED Retrofit Lamp	60	61	7,000	120-277	0.52 - 0.23	<20%	>0.90	1.60 lb

SPECIFICATIONS

- LED Driver ..... Constant Current
- Power Supply 350mA
- Start Method ..... InstantON
- Hot Re-start ..... InstantON
- Universal Input Line Voltage ..... 120-277 VAC
- Input Line Frequency ..... 50/60 Hz
- Driver Off-State Draw ..... 0 Watts
- Sound Rating ..... Class A
- Projected (L70) @ 85°C ..... > 50,000 hrs.
- Color Temperature ..... 3000°K, 4100°K, 5000°K
- Color Rendering Index (CRI) ..... > 80
- Minimum Starting Temperature ..... -40°C
- Maximum Starting Temperature ..... 50°C
- Lumens per Watt ..... > 100
- Shock / Vibration Resistant ..... Yes
- Power Factor ..... > 0.90
- Total Harmonic Distortion ..... < 20%
- Inrush Current Peak ..... < 10 Amp
- FCC Compliance ..... Part 15, Subp. C
- ETL Listed / UL Standard 1993 ..... Yes
- Warranty ..... 5 Year

RECOMMENDED APPLICATION FIXTURES



*** Suitable for Base Down Mounting only**
*** 2" (inch) spacing between housing and lamp**
*** Contact Factory for Application Verification.**

MOUNTING OPTIONS



Base Down

Neptun Light, Inc.
13950 Business Center Drive
Lake Forest, IL 60045
Fax: 847.735.8004

Neptun Light, Inc. reserves the right to change materials or modify the design of its product without notification as part of the company's continuing product improvement program.
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Spec. Rev. 1-2017

City Commission Conference Agenda **4.f.**

Meeting Date: 04/08/2019

Re: Quarterly Update Capital Improvement Projects

SUBJECT:

Quarterly update on Capital Improvement Projects for fiscal year 2019

Attachments

Quarterly Update April 2019

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/03/2019 06:32 PM
Form Started By: John Andrews		Started On: 04/03/2019 12:44 PM
Final Approval Date: 04/03/2019		



Capital Improvement Projects
April 2019
Update

City of Fort Pierce
Conference Agenda
April 8, 2019

Completed Projects To Date
FY 18/19

- **Stormwater Projects: $4,780,535**

  - Virginia Avenue Outfall Canal Stabilization – $2,011,722
  - Mayflower Canal Stabilization – $2,739,213
  - 8th Street @ Edwards Backflow Preventer - $29,600





Projects Under Design/Construction
FY 18/19

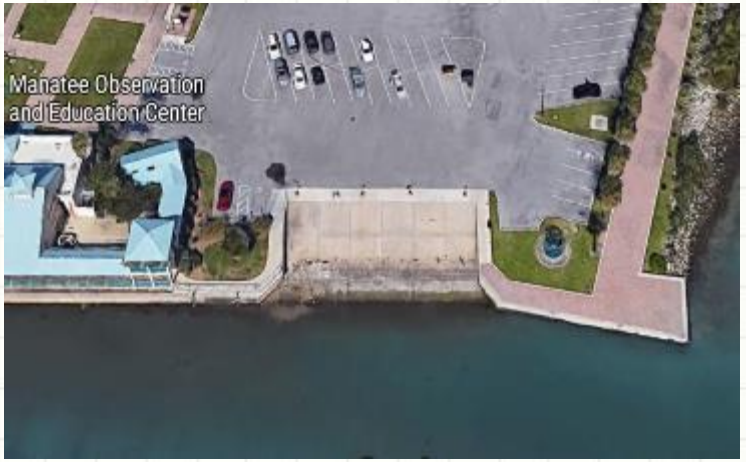


- **Transportation Projects:**
  - **Ohio Avenue Realignment**
    - City Commission approval April 15, 2019
    - Pre-construction meeting May 2019
    - Construction start July 2019
  - **Citrus Avenue Bridge Repairs**
    - 60% Design plans to be submitted by April 30, 2019
    - Estimated bid date – June 24, 2019
- **Buildings:**
  - **Waterproofing Decks at City Hall Garage**
    - Design plans and specifications completed by May 31, 2019
    - Bid period June 2019
- **Parking Facilities:**
  - **Dreamland Park Parking Improvements**
    - Currently under construction
    - Estimated completion date June 2019



Projects Under Design/Construction
FY 18/19

- **Marina Projects:**
  - **Moore's Creek Boat Ramp Refurbishment**
    - Grant agreement to City Commission April 15, 2019
    - Utilize continuing services contractor for construction
    - Construction completed September 2019



- **Stormwater Projects:**
  - **Surfside Park Neighborhood Drainage Improvements**
    - Construction start April 2019
    - Construction completion September 2019

Upcoming Projects
FY 18/19

- **Transportation Projects:**
  - **7th Street (Wendell Road to 10th Street)**
    - Bid opening April 2019
    - Contract award May 2019
    - Construction start June 2019





  - **17th Street (Orange Avenue to Avenue D)**
    - Advertise for bids May 2019
    - Award contract July 2019
    - Construction start September 2019

Upcoming Projects
FY 18/19

- **Transportation Projects:**
  - **Melody Lane Seawall Replacement Design / Build**
    - Contract to City Commission April 15, 2019
    - Design and permitting June 2019
    - Construction commencement July 2019
    - Construction completion January 2020





- **Avenues A & B (7th to 8th) Reconstruction**
  - Joint project with FPUA
  - Water main, roadway, curb & gutter, and sidewalk replacement



Street Resurfacing List

- **"Poor" Condition Streets**
  - Avenue B (6th Street to 13th Street)
  - Boston Avenue (US 1 to 24th Street)
  - Citrus Avenue (US 1 to 7th Street)
  - 5th Street (Boston Avenue to Delaware Avenue)
  - 6th Street (Orange Avenue to Delaware Avenue)
  - 8th Street (Orange Avenue to Avenue E)
  - 10th Street (Delaware Avenue to Georgia Avenue)
  - 11th Street (Moore's Creek to Citrus Avenue)