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

## CITY COMMISSION AGENDA

Regular Meeting - Monday, May 6, 2019 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER -** Pastor Craig Bridgers, The Crossing Community Church

2. **OPENING PRAYER**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of the Meeting Minutes of the April 15, 2019 Regular Meeting.

6. **PROCLAMATIONS**

   a. Building Safety Month Proclamation

   b. Mental Health Awareness Month being received by New Horizons of the Treasure Coast and Suncoast Mental Health Center.

   c. Municipal Clerks Week Proclamation

   d. Police Week & Peace Officers Memorial Day Proclamation

7. **LETTERS TO COMMISSION**

   a. Email from Bruce A. Murray in appreciation of the efforts of Audria Wells, Public Affairs Manager and the Police Department staff that assisted with the Volunteer Appreciation Luncheon.

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

   Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by

the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

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

10. **MISCELLANEOUS REPORTS**

a. Second Quarter Financial Report

11. **CONSENT AGENDA**

a. Approval to Purchase 20 desktops ($932.00 per unit) and 62 laptops ($1,662.00 per unit) from Dell Marketing L.P. for a total cost not to exceed $121,684.00 through US Communities IT Products & Services Contract # WNG08AGW.

b. Approval of amendment to Letters of Credit No. BOK19SDP02579 and BOK19SDP02577 for Carriage Pointe Land Investors, LLC as a result of the acquisition of the original financial institution.

c. Approval of the construction of a fuel dock support building, relocation and replacement of fuel lines and construction of a new entrance plaza by Jacquin and Sons, Inc., in the total amount of $889,597.63.

d. Notification of a Minor Amendment to the Planned Development Site Plan for the Harbour Isle Shoppes owned by Harbour Isle Development Commercial, LLC located 825 Seaway Drive, Fort Pierce, FL.

e. Approval of the Collective Bargaining Agreement covering the period of October 1, 2016 through September 30, 2018 between the City of Fort Pierce and Coastal Florida Police Benevolent Association (PBA).

f. Approval of the Collective Bargaining Agreement between the City of Fort Pierce and the International Union of Police Associations (IUPA) for the period of October 1, 2016 through September 30, 2019.

g. Approval of Brothers' Construction Specific Authorization No. 1 (Ref. Bid No. 2018-014 Marine Contracting Services) in the amount of $1,086,000 for the design-build of a new seawall and sidewalk along a portion of Melody Lane.

h. Request to reduce code enforcement lien in the amount of $14,030.00 against 2206 Avenue N, Ft. Pierce, Florida 34950 - Parcel ID Number 2404-609-0134-000-3 owned by Alma and Alaric Anglin, 1910 Juanita Avenue, Ft. Pierce, FL 34946 to $750.00 payable in 12 months.

i. Request to reduce code enforcement lien in the amount of $17,000.00 against 2206 Avenue N, Ft. Pierce, Florida 34950 - Parcel ID Number 2404-609-0134-000-3 owned by Alma and Alaric Anglin, 1910 Juanita Avenue, Ft. Pierce, FL 34946 to $1,500.00 payable in 12 months.

j. Approval of Communitywide Council Recommendations for program year 2018-19 Public Service Grant Awards to 15 entites in the total amount of $50,000.

k. Approval of Loan Agreement to facilitate the Arts and Culture Advisory Board Art in Public Places recommendation of art to be placed at Melody Lane Fishing Pier roundabout.

12. **PUBLIC HEARINGS**

a. Resolution No. R19-18 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 2808 Avenue B to show cause why the structure located on the premises should not be condemned and demolished.

b. Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with no new construction submitted by property owner, Michael Menard, to establish Patti's Hair Lounge at 808 Delaware Avenue, Fort Pierce, Florida. The property is zoned Offices-Professional & Business Services (C-1), Parcel ID: 2410-707-0008-000-1.

c. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by property owner, David Malizia, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of thirty-one (31) days at 1180 Carlton Court, Unit 204A (Apt. D), Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-620-0004-000-9.

d. Quasi-Judicial Hearing - Application for Conditional Use with New Construction submitted by property owner, Crownman FL LLC to operate a Bed & Breakfast at 515 S. Indian River Drive. The property is zoned Office Commercial (C-1), Parcel ID: 2410-810-0001-000-9.

e. Quasi-Judicial Hearing - Review and approval of an application for a Waiver of Distance submitted by property owner, Alia Qasem and Applicant, Vincent Barnett, to obtain a 2COP alcohol license for on-premise consumption, located at 1721 Avenue D, Fort Pierce, FL. The property is zoned Neighborhood Commercial Zone (C-2), Parcel ID: 2409-601-0013-000-0.

f. Legislative Hearing - Ordinance 19-014 amending Section 22-138 through Section 22-155 to allow provisions of Chapter 22 to be enforced as civil violations by the Code Enforcement Division. FIRST READING

g. Legislative Hearing - Ordinance 19-016 amending Chapter 22 of the Code of Ordinances to establish minimum submittal requirements for Major or Minor Site Plan Applications and delineate the process through which these applications are reviewed and amending thresholds for administrative approvals. FIRST READING

13. **CITY COMMISSION**

a. Resolution 19-R19 approving contract agreement between Florida Department of Transportation and the City of Fort Pierce for the construction of a concrete trail, as a segment of the Florida SUN Trail, through the Indian Hills Recreation Area.

b. Applications for consideration for appointment or reappointment to the Sunrise Theatre Advisory Board

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. City Manager's Report and Purchase Order Report

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes,

persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

**City Commission Regular Meeting** **5.a.**

**Meeting Date:** 05/06/2019

**Re:** Mtg Mins of 04.15.2019

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

**SUBJECT:**

Approval of the Meeting Minutes of the April 15, 2019 Regular Meeting.

**SUMMARY:**

Approval of the Meeting Minutes of the April 15, 2019 Regular Meeting.

**RECOMMENDATION:**

**ALTERNATIVES:**

**RESPONSIBLE STAFF:**

**COORDINATED WITH:**

## Attachments

Mtg Mins of 04.15.2019 Reg Mtg

## Form Review

Form Started By: Noemi Rios Started On: 05/01/2019 10:07 AM

Final Approval Date: 05/01/2019

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, **APRIL 15, 2019.**

**1. CALL TO ORDER**

The meeting was called to order at 6:30 p.m.

**2. OPENING PRAYER -** Apostle Vonie Austin-James, Family Faith Worship Center

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

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

Absent: Commissioner Rufus Alexander

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Peter Sweeney

Commissioner Rufus Alexander arrived at 6:40 p.m.

**5. APPROVAL OF MINUTES**

a. Approval of the Meeting Minutes of the April 1, 2019 Regular Meeting.

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

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

Passed

6. **PROCLAMATIONS**

Mayor Hudson issued the Proclamations.

a. CASTLE Child Abuse Prevention Month

b. 19th Circuit Guardian ad Litem in recognition of National Child Abuse and Prevention Month and National Volunteer Appreciation Week

7. **LETTERS TO COMMISSION**

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

a. Letter from Reverend Patricia S. Wallace thanking Paul Bertram, Parks Division Manager and the entire Parks Division for their hard work in the preservation of beautiful Northwest Pioneer Park.

b. Letter from Bill Harned in recognition of the impressive impact of Sgt. Don Christman's presence and actions at Lawnwood Hospital's Emergency Room where he personally witnessed Sgt. Christman going above and beyond.

c. Letter from Sheila and Bob Clancy expressing their appreciation for the efforts of Miriam Garcia, Deputy City Clerk, in resolving their issue with securing a refund for tickets purchased for a show that was subsequently cancelled.

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

Marino Anderson spoke on item 10 a.
R.C. Crotty spoke on item 10 a.
Tim Barrett spoke on item 10 a.
Gary Jenkins spoke on item 10 a.
D. Ackermann spoke on item 10 a.
Bill Eaton spoke on item 10 a.
Cheryl Barrett spoke on item 10 a.
Kim Martin spoke on item 10 a.
Michael McCloud spoke on item 10 a.
George MacArthur spoke on item 10 a.
JoAnn Betz spoke on item 10 a.
Robert Capwell spoke on item 10 a.
Kirk Wistermann spoke on item 10 a.
Julie Price spoke on item 10 a.
Maria Garza spoke on item 10 a.
Mike Oyler spoke on item 10 a.
David Gordon spoke on item 10 a.
Patti Ireland spoke on item 10 a.
Chris Gosse spoke on item 10 a.
Terry Gaskill spoke on item 10 a.
Steve Bribance spoke on item 10 a.
Timothy Buck spoke on item 10 a.
Kelly Johnson spoke on item 10 a.
Ann Sammarco spoke on item 10 a.
Al Sammarco spoke on item 10 a.
Jon Neprud spoke on item 10 a.
Terry Davis spoke on item 10 a.
Scott Jones spoke on item 10 a.
Vicky Rager spoke on item 10 a.
Rick Ross spoke on item 10 a.

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

Item 11 i was added to the agenda.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve the addition of item 11 i and the rest of the agenda as presented.

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

Passed

**10. MISCELLANEOUS REPORTS**

a. Presentation of proposed South Bridge reconfiguration by Peter Buchwald, Executive Director, St. Lucie Transportation Planning Organization.

Peter Buckwald, St. Lucie Transportation Planning Organization's (TPO) Executive Director, indicated they evaluated the addition of bicycle lanes to the SR-A1A South Causeway Bridge in 2011 through the completion of the South Causeway Bridge Reconfiguration Study. The Florida Department of Transportation (FDOT) has jurisdiction over this bridge. The average annual daily traffic most recently counted in 2017 is 14,800 vehicles. The daily capacity of a four-lane bridge is of 36,700 vehicles, with a two-lane bridge, it would be 16,500 vehicles daily. In the event of an evacuation of the island, the bicycle lanes would be utilized as vehicle lanes providing four lanes for vehicles to leave the island. If there were a car crash, the bicycle lanes would function as shoulders and allow for emergency vehicles to pass and for disabled vehicles to be moved out of the vehicle lanes. The FDOT will make their decision after all affected parties weigh in. Upon the completion process, FDOT will decide on whether to replace vehicle lanes with bicycle lanes on the bridge. If FDOT decides to replace vehicle lanes with bicycle lanes on the bridge, it is anticipated that FDOT will use State funding to complete the project.

b. Final Feasibility Report for SUN Trail projects, Historic Downtown Fort Pierce Retrofit Trail and Historic Highwayman Trail Gap

Mike Middlebrook with St. Lucie County Environmental Resources, and Reshawn Fields, Consultant to ATKINS North America, presented the final report of the feasibility study of two SUN Trail projects, the Historic Downtown Fort Pierce Retrofit Trail and the Historic Highwayman Trail Gap. The proposed projects will extend the East Coast Greenways and Trail system through the City of Fort Pierce. The focus of these two studies commences at the northern end of the existing Indian Hills Recreation Area trail and continues north to North Causeway. The feasibility studies examined the proposed route, alternatives for the trail segment and the associated physical and natural setbacks for each alternative. The City Commission expressed their excitement for these projects.

c. Fair Housing Presentation

Caleta Scott, Grants Administration Manager, presented the City Commission with an overview of the City of Fort Pierce's Fair Housing Ordinance, the Florida Fair Housing Act, and the Federal Fair Housing Act, which make it illegal for anyone to refuse to rent, sell or make housing loans based on race or color, national origin, religion, sex, familial status, or handicap.

d. Monthly Financial Report for the Month Ending February 28, 2019

Johnna Morris, Finance Director, presented the City Commission with a monthly report on the financial status of the different funds of the City. The financial report for the month ending February 28, 2019, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Fort Pierce Redevelopment Agency Funds. While the Golf Course and the Sunrise Theatre are still not in the state they should be in, they have both improved exponentially.

**11. CONSENT AGENDA**

a. Approve waiver of fees in the amount of $10,875.61 associated with the demolition lien against 108 N 16th Street, Fort Pierce, FL 34950, Parcel No. 2409-510-0021-000-0 owned by Juan Antonio Esquivel, 1605 Pine Hollow Drive, Fort Pierce, FL contingent upon payment of $7,200.00 payable in 30 days.

b. Approval of a $45,000.00 change order to Johnson-Davis, Inc. to compensate for additional Edwards Road Canal (Canal No. 9) construction services.

c. Approval of Specific Authorization No. 4 in an amount not to exceed $86,414.00 for construction engineering inspection (CEI) services relating to the Ohio Avenue Roadway Improvements construction project.

d. Approval of Florida Boating Improvement Grant No. 18069 for Moore's Creek Boat Ramp Improvements in the amount of $72,500.00.

e. Approve award of the Ohio Avenue Roadway Improvements construction contract to the low bidder, C.W.Roberts Contracting, Inc. (FKA as Lynch Paving and Construction Co., Inc.), in an amount not to exceed $1,015,147.20

f. Approve the following contributions from the Fort Pierce Police Department (FPPD) Law Enforcement Trust Fund: $1,000 to Parents of Murdered Children, Incorporated, $2,500 to the Boys and Girls Clubs of Saint Lucie County, and $2,000 to the Florida Office of Attorney General National Conference on Preventing Crime through the Derrick Brooks Charities.

g. Approval of Supplemental Revocable Encroachment Permit between the City of Fort Pierce and Kraaz & Kraaz Finance, LLC to provide for the installation of a storage silo for the benefit of Sailfish Brewery adjacent to the existing loading dock.

h. Approve purchase of one (1) 2019 Peterbilt refuse collection trucks, piggybacking the Florida Sheriff's Association Cooperative Purchasing Agreement FSA18-VEH18-VEL 26.0 for the Solid Waste Division in an amount not to exceed $273,974.00.

i. ADD ON ITEM: Reconsideration at the request of Mayor Hudson for the approval of travel for Commissioners Sessions and Alexander to attend the Preventing Crime Conference in the amount of $957.12 each for a total of $1,914.24.

Mayor Hudson pulled item 11 i for discussion. Commissioner Sessions pulled items 11 d, 11 e, and 11 f for discussion.

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve items 11 a, 11 b, 11 c, 11 g, and 11 h.

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

Passed

As to item 11 d, Commissioner Sessions inquired how far along we were to begin building the ramp. City Engineer, Jack Andrews, indicated we are about $100k shy of the money we have to come up with to begin. This grant will allow us to come up with matching funds and we should expect to be finished by September 2019.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve item 11 d.

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

Passed

As to item 11 e, Commissioner Sessions inquired whether the paving company was the same that paved Avenue M. City Engineer, Jack Andrews, indicated it was not the same company.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve item 11 e.

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

Passed

As to item 11 f, Commissioner Sessions inquired as to how we came up with the figures to invite the kids to the conference. Chief Hobley-Burney indicated the funds we utilize are based on the current status of the Law Enforcement Trust Fund and the Chief felt this is what could be afforded this year.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve item 11 f.

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

Passed

As to item 11 i, Mayor Hudson would like the City Commission to reconsider these costs for Commissioner Alexander and Commissioner Sessions to attend the Preventing Crime Conference. She also indicated it was the right of any member of the City Commission to question the costs of travel of any other City Commission member as that is their job. Because of that, she encourages they all keep tabs of their expenditures and receipts.

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

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

Passed

## 12. PUBLIC HEARINGS

a. Resolution No.19-R16 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 608 S 6th Street to show cause why the structure located on the premises should not be condemned and demolished.

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

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 608 S 6TH ST IN FORT PIERCE, FLORIDA 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE SHALL BE CONDEMNED AND DEMOLISHED; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE

REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO PROCEED WITH SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Hudson asked all present to listen carefully to what City Attorney, Peter Sweeney, would read regarding Quasi-Judicial Hearings as they apply to all subsequent Quasi-Judicial Hearings tonight.

Before commencing this Quasi-Judicial Hearing, Peter Sweeney, City Attorney, reminded the Commission when acting as a Quasi-Judicial Body they apply the laws and policies established and are held to stricter procedural requirements, following basic standards established and are held to stricter procedural requirements, following basic standards of notice and due process based on substantial evidence. As such, they conduct these proceedings as judges instead of legislators. There are no party interveners in this matter. That means that the only other individuals that may be heard are people who might have relevant information and their comments are limited to three (3) minutes each. Members of the public may be permitted to present their non-expert opinions, but the Commission must know that public sentiment is not relevant to the decision which must be based on competent, substantial evidence.

Mayor Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; Mayor Hudson indicated she'd received one email. Commissioner Alexander and Commissioner Sessions could not recall if they had or not.

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

Peggy Arraiz, Code Enforcement Manager, went over the long history of the property for the City Commission. Fines have accrued and liens have been placed on the property. There have been no attempts by the owner to remedy the condition of this non-historic property.

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

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

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

Passed

b. Legislative Hearing - Ordinance 19-013 amending Chapter 22 of the Code of Ordinances amending the Use Table for certain commercial and industrial uses. SECOND READING

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 22, ARTICLE III, SECTION 22-22, AMENDING THE USE TABLE TO ALLOW CERTAIN COMMERCIAL AND INDUSTRIAL USES TO BE ALLOWED BY RIGHT IN LIEU OF REQUIRING A CONDITIONAL USE APPROVAL; AMENDING THE USE TABLE TO ALLOW CERTAIN COMMERCIAL AND INDUSTRIAL USES TO BE ALLOWED WITH A CONDITIONAL USE APPROVAL IN LIEU OF BEING PROHIBITED OUTRIGHT; AMENDING THE USE TABLE BY CREATING A NEW USE CATEGORY "SERVICE OF HEAVY EQUIPMENT" AND PROVIDING FOR ITS ALLOWANCE IN CERTAIN ZONING DISTRICTS; ESTABLISHING HOW PERMITTED AND CONDITIONAL USES ARE DETERMINED FOR PROPERTIES IN THE EDGARTOWN SETTLEMENT ZONING DISTRICT, THE PLANNED DEVELOPMENT ZONE, AND THE PLANNED UNIT REDEVELOPMENT ZONE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Passed

c. Legislative Hearing - Ordinance 19-015 amending Section 22-143(c) creating size, placement, responsibilities, and procedures for required signage for public hearings. SECOND READING

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, TO REPEAL CHAPTER 22, ARTICLE X, SECTION 22-143(C) “NOTICE BY SIGNS,” TO ADOPT A NEW CHAPTER 22, ARTICLE X, SECTION 22-143(C) “NOTICE BY SIGNS,” CREATING SIZE, PLACEMENT, RESPONSIBILITIES, AND PROCEDURES FOR POSTING OF REQUIRED SIGNAGE FOR PUBLIC HEARINGS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Passed

**13. CITY COMMISSION**

a. Resolution No. 19-R15 - Adopting Revised City of Fort Pierce Board of Examiners of Contractors Rules of Procedure.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING REVISED CITY OF FORT PIERCE BOARD OF EXAMINERS OF CONTRACTORS RULES OF PROCEDURE; and PROVIDING FOR AN EFFECTIVE DATE.

Building Official, Paul Thomas, indicated this is an adjustment to the existing rules and procedures to the board. We’d be following the corresponding ordinance with the approval of this resolution.

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

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

Passed

b. Resolution 19-R17 appointing members to serve on the Fort Pierce Infrastructure Surtax Citizen Oversight Committee.

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE;; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Cox indicated she’d provided the City Commission with the various applications we’d received. Based on those applications, the Commission has appointed the following individuals:

Commissioner Johnson is appointing Daniel Noelke.
Commissioner Perona is appointing Bob Burdge.
Mayor Hudson is appointing Pearl Davis Liverpool.
Commissioner Alexander appointed Curtis Johnson, Jr.
Commissioner Sessions appointed James R. Harding.

The City Clerk will readvertise for this board and will present the City Commission with the next batch of applications.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 13 b and the appointed individuals.

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

Passed

c. Approval of Letter of Congratulations to IRSC for winning the 2019 Aspen Prize for Community College Excellence.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 13 c.

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

Passed

**14. COMMENTS FROM THE PUBLIC**

Betty Bradwell
Mario Wilcox

**15. COMMENTS FROM THE CITY MANAGER**

City Manager, Nicholas Mimms, was proud to see that Jaycee Park was used, harmoniously and to its fullest capacity over the weekend. He also indicated the Sunrise Theatre had Los Temerarios, which was a very well attended event. He's been addressed by several individuals telling him they loved the show. He has communicated this to the Interim Theatre Director and she's indicated she'd use the promoter more often to get more cultural interaction at the theatre and support our local demographic.

**16. COMMENTS FROM THE COMMISSION**

Commissioner Alexander had nothing to add.

Commissioner Perona congratulated all of the Boston Marathoners.

Commissioner Sessions indicated he'd received some complaints from the former K-Mart plaza tenants regarding the structure. Mr. Mimms will reach out to the Building Department to address these concerns.

Commissioner Johnson indicated he'd had a few requests regarding an update on 1123 Granada Avenue and the building permits that go along with it. He advised the Commission that the home on Thumbpointe Drive has had some activity and pouring of concrete on site in order to keep the building permit open.

Mayor Hudson indicated there are three more weeks in the Legislative Session and this week they'll be discussing a few things of interest.

**17. ADJOURNMENT**

The meeting adjourned at 10:35 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

**Meeting Date:** 05/06/2019

**Re:** May is Building Safety Month Proclamation

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

**SUBJECT:**

Building Safety Month Proclamation

## Attachments

Building Safety Month

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Building | Paul Thomas | 03/20/2019 01:51 PM |
| City Manager | Nick Mimms | 04/26/2019 09:37 AM |

Form Started By: Karen Murphy Started On: 03/13/2019 11:56 AM

Final Approval Date: 04/26/2019

***WHEREAS***, our City is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

***WHEREAS***, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

***WHEREAS***, our nation benefits economically and technologically from using the International Codes® that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world. These modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and

***WHEREAS***, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to America's prosperity, and;.

***WHEREAS***, "No Code. No Confidence." the theme for Building Safety Month 2019, encourages all Americans to raise awareness of the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2019 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses.

***NOW, THEREFORE,*** I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of May as:

## *Building Safety Month*

and ask all citizens to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 6th day of May, 2019.

**MAYOR/COMMISSIONER**

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

**Meeting Date:** 05/06/2019

**Re:** Mental Health Awareness Month

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

**SUBJECT:**

Mental Health Awareness Month being received by New Horizons of the Treasure Coast and Suncoast Mental Health Center.

## Attachments

Mental Health

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/30/2019 03:45 PM |

Form Started By: Miriam Garcia Started On: 04/18/2019 09:44 AM

Final Approval Date: 04/30/2019

**WHEREAS,** mental health is essential to everyone's overall health and well-being; and

**WHEREAS,** all Americans experience times of difficulty and stress in their lives, and should feel comfortable in seeking help and support to manage these times; and

**WHEREAS,** suicide is the second leading cause of death for young people ages 10 to 34, and those numbers increase exponentially within marginalized populations. Yet stigma continues to prevent open discourse and problem solving; and

**WHEREAS,** there is strong research that animal companionship, humor, spirituality, religion, social connections, and work-life balance can help all Americans protect their health and well-being; and

**WHEREAS,** engaging in prevention, early identification, and early intervention are effective ways to reduce the burden of mental illnesses and of other chronic conditions; and

**WHEREAS,** addressing these issues, engaging the community and providing sound information help build a strong foundation for a healthy tomorrow.

***NOW, THEREFORE,*** I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of May 2019, as:

# *Mental Health Awareness Month*

and urge all citizens, government agencies, public and private institutions, businesses and schools in Fort Pierce to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect mental health and the need for appropriate and accessible services for all people with mental illnesses at all stages.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 6th day of May, 2019.

**MAYOR/COMMISSIONER**

**City Commission Regular Meeting** **6.c.**

**Meeting Date:** 05/06/2019

**Re:** Municipal Clerks Week

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

**SUBJECT:**

Municipal Clerks Week Proclamation

## Attachments

Municipal Clerks Week

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/30/2019 03:45 PM |

Form Started By: Miriam Garcia Started On: 04/18/2019 09:53 AM

Final Approval Date: 04/30/2019

***WHEREAS***, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

***WHEREAS***, the Office of the Municipal Clerk is the oldest among public servants; and

***WHEREAS***, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

***WHEREAS***, municipal clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

***WHEREAS***, the municipal clerk serves as the information center on functions of local government and community, and

***WHEREAS***, municipal clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

***WHEREAS***, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk. 2019 is the 50th Anniversary of Municipal Clerks Week.

***NOW, THEREFORE,*** I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby recognize the week of May 5 through May 11, 2019, as:

# *Municipal Clerks Week*

and further extend appreciation to our City Clerk, Linda Cox and to all municipal clerks for the vital services they perform and their exemplary dedication to the communities they represent.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 6th day of May, 2019.

**MAYOR/COMMISSIONER**

**City Commission Regular Meeting** **6.d.**

**Meeting Date:** 05/06/2019

**Re:** Police Week & Peace Officers Memorial Day

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

**SUBJECT:**

Police Week & Peace Officers Memorial Day Proclamation

## Attachments

Police Week

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/30/2019 03:45 PM |

Form Started By: Miriam Garcia Started On: 04/18/2019 12:26 PM

Final Approval Date: 04/30/2019

**WHEREAS,** the President and Congress of the United States have designated May 15 as Peace Officers Memorial Day and the week in which it falls as Police Week; and

**WHEREAS,** nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 15,000 injuries, and since the first recorded death in 1791, nearly 24,000 law enforcement officers have made the ultimate sacrifice and been killed in the line of duty; and

**WHEREAS,** four law enforcement officers have been lost in the line of duty in the City of Fort Pierce: Sergeant Willie B. Ellis on July 17, 1966, Captain Grover Cooper and Sergeant James Wouters on January 12, 1987, and Sergeant Danny Parrish on January 18, 1991; and

**WHEREAS,** it is important that all citizens recognize and appreciate the danger police officers face in fulfilling the critical mission of ***Protecting Our Community.***

**NOW, THEREFORE**, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of May 12-18, 2019 as:

# "Police Week"

and May 15, 2019, as:

# "Peace Officers Memorial Day"

in honor of those officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

**AND BE IT FURTHER PROCLAIMED** that flags at all City of Fort Pierce facilities will be flown at half-staff on Monday, May 15, 2019, in honor of all peace officers killed in the line of duty.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 6th day of May, 2019.

_____

**MAYOR COMMISSIONER**

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

**Meeting Date:** 05/06/2019

**Re:** Email from Bruce Murray

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

**SUBJECT:**

Email from Bruce A. Murray in appreciation of the efforts of Audria Wells, Public Affairs Manager and the Police Department staff that assisted with the Volunteer Appreciation Luncheon.

## Attachments

Email from Bruce A. Murray

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 09:36 AM |
| City Manager | Nick Mimms | 04/26/2019 09:36 AM |

Form Started By: Jennifer Robinson Started On: 04/24/2019 04:47 PM

Final Approval Date: 04/26/2019

To: "Nicholas Mimms" <nmimms@city-ftpierce.com>
Cc: "Jennifer Robinson" <jrobinson@city-ftpierce.com>, "Rose Savage" <rsavage@fppd.org>, "Audria Wells" <awells@fppd.org>
Bcc:
Subject: FW: Great Job
From: "Diane Hobley-Burney" <dhobley-burney@fppd.org> - Friday 04/12/2019 01:34 PM

Good afternoon,

We had our Volunteer Appreciation Luncheon yesterday at the Garden Club. This an email of appreciation.

Have a great day,

**Diane Hobley-Burney | Chief of Police | City of Fort Pierce**
Police Department
Phone: 772.467.6803 • Fax: 772.461.2005 • 920 South U.S. Highway 1 • Fort Pierce • 34950

Website | Facebook | Twitter

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Confidentiality Notice: This e-mail is for the sole use of the intended recipient(s). Unauthorized review, use disclosure or distribution is prohibited. E-mail messages and addresses may be subject to public disclosure in accordance with Florida public records law.

**From:** Bruce Murray [mailto:mailmurray@aol.com]
**Sent:** Friday, April 12, 2019 11:23 AM
**To:** Audria Wells <awells@fppd.org>
**Cc:** Diane Hobley-Burney <dhobley-burney@fppd.org>
**Subject:** Great Job

Audria, thank you very much for the great job you and your crew did on the volunteer lunch yesterday. What you did with the room, the table settings, the program and the gifts and certificates was well beyond what I expected. I could not believe how nice it looked when I walked in and how well run it was. Lots of nice comments heard and overheard. Please let Rose (those were amazing table decorations), Faith, April, Damian, John, Mandral, Akeem, command staff, and anyone I missed know how much we appreciate the efforts.

As a special favor to me, please do not let Charlene know where you shop for the truly unique gifts and stuff you come up with!!!

Bruce A. Murray
South Hutchinson Island, Florida

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

**Meeting Date:** 05/06/2019

**Re:** Second Quarter Financial Report

**Submitted For:** Johnna Morris, Finance Director, Finance Department

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**SUBJECT:**

Second Quarter Financial Report

**SUMMARY:**

The Finance Director prepares and presents to the City Commission and Citizens a quarterly report on the financial status of the different funds of the City. The financial report for the period ending March 31, 2019, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Urban Redevelopment Funds. The financial book shows comparative information for the second quarters of FY 2018 an 2019.

**RECOMMENDATION:**

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

**ALTERNATIVES:**

The report can be enhanced or changed completely.

**RESPONSIBLE STAFF:**

Director of Finance

**COORDINATED WITH:**

Finance Department and City Manager.

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## Fiscal Impact

**Budgeted Y/N:** Y

**Fiscal Year:** 2019

**OTHER INFORMATION:**

Report on FY 2019 budgeted Revenue and Expenditures.

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## Attachments

2nd Qtr Financial Report 2019

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Johnna Morris | 04/24/2019 01:24 PM |
| City Manager | Nick Mimms | 04/26/2019 09:38 AM |
| Form Started By: Queen Thompkins | | Started On: 04/19/2019 02:55 PM |
| Final Approval Date: 04/26/2019 | | |

**CITY OF FORT PIERCE, FLORIDA**
**FUND EVALUATION REPORT**
**FOR THE QUARTER ENDING**
**March 31, 2019**

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

| Evaluation Criteria | CRA Operating | 103 CDBG | 105 SHIP | 106 HHR |
|---|---|---|---|---|
| The revenue projections for the fund are on target. | Yes | Yes | Yes | Yes |
| The expense budget is on target. | Yes | Yes | Yes | Yes |
| The fund cash balance is positive. | Yes | Yes | Yes | Yes |
| The fund current financial position is stable. | Yes | Yes | Yes | Yes |

# GENERAL FUND
# Projected (Shortage) or Overage for
# Fiscal Year 2018/19

| | 1ST QUARTER | 2ND QUARTER |
|---|---|---|
| REVENUES: | | |
| CURRENT AD VALOREM | 0 | 0 |
| DELIQUENT AD VALOREM | 0 | 0 |
| LOCAL OPTION GAS TAX | 0 | 0 |
| TELECOMMUNICATION TAX | 0 | 0 |
| UTILITY TAX | 0 | 0 |
| OCCUPATIONAL LICENSE & PERMITS | 0 | 0 |
| FEDERAL & STATE GRANTS | 0 | 29,000 |
| STATE SHARED REVENUES | 0 | 0 |
| HALF CENTS INFRASTRUCTURE SALES TAX | 0 | 126,000 |
| CHARGES FOR SERVICES | 0 | 0 |
| ALARM PERMIT VIOLATIONS | 0 | 13,000 |
| INTEREST ON INVESTMENTS | 0 | 0 |
| MISCELLANEOUS CONTRACTUAL REVENUE | 0 | 43,000 |
| UTILITY AUTHORITY TRANSFER | 0 | 0 |
| INTER-FUND TRANSFER | 0 | 0 |
| FUND BALANCE | 0 | 0 |
| REVENUE TOTALS | 0 | 211,000 |

# GENERAL FUND
# Projected (Shortage) or Overage for
# Fiscal Year 2018/19 CONT'D

| | 1ST QUARTER | 2ND QUARTER |
|---|---|---|
| EXPENDITURES: | | |
| SALARIES AND BENEFITS | 0 | 0 |
| EXPENDITURES | 0 | 0 |
| CAPITAL | 65,000 | 240,000 |
| GRANTS AND AIDS | 0 | |
| FUNDS TRANSFER | 0 | |
| EXPENDITURES TOTALS | 65,000 | 240,000 |
| PROJECTED REVENUE OVERAGE (SHORTAGE) | (65,000) | (29,000) |

## GENERAL FUND - REVENUE DETAIL

| | | 2017/18 Budget | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Budget | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|---|
| **Taxes** | | | | | | | |
| 311 10 | Current Ad Valorem | $ 15,604,410 | $ 13,504,442 | 86.54% | $ 16,485,272 | $ 14,199,461 | 86.13% |
| 311 15 | Ad Valorem Adjustment Amount | (773,881) | 0 | 0.00% | (824,264) | 0 | 0.00% |
| 311 20 | Delinquent Ad Valorem | 40,000 | 7,008 | 17.52% | 35,000 | 1,972 | 5.63% |
| 312 31 | Local Option Gas Tax | 1,100,000 | 613,537 | 55.78% | 1,200,000 | 646,458 | 53.87% |
| 312 32 | New Local Option Gas Tax | 825,000 | 430,688 | 52.20% | 825,000 | 456,092 | 55.28% |
| 314 10 | Public Service Electricity | 1,950,000 | 902,525 | 46.28% | 2,000,000 | 949,232 | 47.46% |
| 314 11 | Electricity FPL | 350,000 | 220,989 | 63.14% | 400,000 | 214,490 | 53.62% |
| 314 20 | Telecommunications Tax | 1,300,000 | 655,650 | 50.43% | 1,215,000 | 597,556 | 49.18% |
| 314 30 | Public Service Water | 425,000 | 198,115 | 46.62% | 425,000 | 208,368 | 49.03% |
| 314 30 | Miscellaneous Taxes | 0 | 332 | 0.00% | 0 | 251 | 0.00% |
| | **Total Taxes** | $ 20,820,530 | $ 16,533,287 | 79.41% | $ 21,761,008 | $ 17,273,880 | 79.38% |
| **Licenses and Permits** | | | | | | | |
| 321 20 | Occupational Licenses | $ 275,000 | $ 322,156 | 117.15% | $ 275,000 | $ 94,693 | 34.43% |
| 323 10 | Planning & Zoning Fees | 25,000 | 28,210 | 112.84% | 40,000 | 36,653 | 91.63% |
| 323 30 | Amendments | 15,000 | 87,198 | 581.32% | 25,000 | 13,950 | 55.80% |
| 323 60 | Sign Fees | 5,000 | 2,725 | 54.50% | 5,000 | 4,275 | 85.50% |
| 323 90 | Miscellaneous | 25,000 | 30,782 | 123.13% | 25,000 | 21,890 | 87.56% |
| 329 10 | Animal Licenses | 8,000 | 4,652 | 58.15% | 8,000 | 4,635 | 57.94% |
| 329 20 | Lot Clearing Permits | 2,000 | 308 | 15.38% | 1,000 | 0 | 0.00% |
| 329 92 | Vendor Permit/Application Fees | 5,000 | 675 | 13.50% | 1,500 | 600 | 40.00% |
| 329 93 | Vendor Permit Fees | 1,000 | 1,000 | 100.00% | 1,000 | 333 | 33.33% |
| 329 99 | Other Licenses/Permits | 500 | 1,150 | 230.00% | 1,500 | 6,250 | 416.67% |
| | **Total Licenses and Permits** | $ 361,500 | $ 478,856 | 132.46% | $ 383,000 | $ 183,279 | 47.85% |
| **Intergovernmental Revenues** | | | | | | | |
| 331 50 | Federal Grants | $ 0 | $ 0 | 0.00% | $ 0 | $ 25,192 | 0.00% |
| 334 50 | State Grants | 0 | 0 | 0.00% | 0 | 4,199 | 0.00% |
| 335 12 | State Revenue Sharing | 1,250,000 | 681,435 | 54.51% | 1,350,000 | 726,930 | 53.85% |
| 335 13 | Half Cent Sales Tax | 1,550,000 | 928,057 | 59.87% | 1,750,000 | 981,724 | 56.10% |
| 335 16 | Half Cent Infrastructure Sales Tax | 0 | 0 | 0.00% | 0 | 126,410 | 0.00% |
| 335 14 | Mobile Home License | 35,000 | 34,753 | 99.30% | 35,000 | 36,471 | 104.20% |
| 335 15 | Beverage License | 38,000 | 6,721 | 17.69% | 38,000 | 8,582 | 22.58% |
| 335 22 | Casualty Premium Tax | 260,000 | 0 | 0.00% | 300,000 | 0 | 0.00% |
| 335 41 | Fuel Tax Refund | 55,000 | 28,412 | 51.66% | 55,000 | 22,006 | 40.01% |
| 338 20 | County Shared Occup. License | 50,000 | 10,695 | 21.39% | 50,000 | 22,616 | 45.23% |
| 339 10 | Payments in Lieu of Tax-Hsg Auth | 21,000 | 0 | 0.00% | 21,000 | 0 | 0.00% |
| | **Total Intergovernmental Rev.** | $ 3,259,000 | $ 1,690,074 | 51.86% | $ 3,599,000 | $ 1,954,132 | 54.30% |

## GENERAL FUND - REVENUE DETAIL

| | | 2017/18 Budget | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Budget | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|---|
| **Charges for Services** | | | | | | | |
| 341 30 | Sale Maps and Publications | $ 100 | $ 0 | 0.00% | $ 100 | $ 35 | 35.00% |
| 341 40 | Certified Copying & Rec Search | 20,000 | 24,268 | 121.34% | 25,000 | 15,670 | 62.68% |
| 341 41 | Reproduction-City Hall | 10,500 | 3,901 | 37.15% | 10,500 | 7,386 | 70.34% |
| 341 42 | Application Fee | 15,000 | 7,238 | 48.25% | 15,000 | 7,385 | 49.24% |
| 341 90 | Investigative Surcharge | 25,000 | 14,658 | 58.63% | 25,000 | 12,745 | 50.98% |
| 341 91 | Jury Duty and Fees | 100 | 84 | 84.00% | 100 | 0 | 0.00% |
| 341 92 | Qualifying Fees | 1,500 | 0 | 0.00% | 0 | 50 | 0.00% |
| 341 93 | Data Processing Services | 500 | 0 | 0.00% | 100 | 0 | 0.00% |
| 343 91 | Lot Clearing-Admin. Charge | 8,000 | 3,747 | 46.83% | 8,000 | 4,505 | 56.31% |
| 343 92 | Rotation Towing-Admin. Charge | 25,000 | 7,175 | 28.70% | 25,000 | 5,575 | 22.30% |
| 344 50 | Parking Fines | 5,000 | 14,840 | 296.80% | 20,000 | 19,022 | 95.11% |
| 344 51 | Traffic Fines | 0 | 13,564 | 0.00% | 20,000 | 16,010 | 80.05% |
| 347 40 | Community Center/Bus. Social | 55,000 | 35,181 | 63.97% | 60,000 | 39,289 | 65.48% |
| 347 42 | Community Center Special Events | 30,000 | 14,140 | 47.13% | 30,000 | 19,646 | 65.49% |
| 347 44 | Community Center Rental Fees | 25,000 | 11,590 | 46.36% | 28,000 | 8,375 | 29.91% |
| 347 48 | Community Center Events | 17,500 | 10,941 | 62.52% | 17,500 | 11,613 | 66.36% |
| 347 49 | Community Center Other | 5,000 | 3,938 | 78.77% | 6,500 | 4,751 | 73.09% |
| 347 92 | Youth Activity Funds | 6,500 | 8,700 | 0.00% | 40,000 | 15,175 | 37.94% |
| | **Total Charges for Services** | $ 249,700 | $ 173,965 | 69.67% | $ 330,800 | $ 187,232 | 56.60% |
| **Fines and Forfeitures** | | | | | | | |
| 351 10 | Court Fines | $ 65,000 | $ 4,431 | 6.82% | $ 45,000 | $ 2,092 | 4.65% |
| 351 30 | Police Education | 8,500 | 2,998 | 35.27% | 8,500 | 2,833 | 33.32% |
| 354 10 | Alarm Permit Violations | 2,000 | 55,265 | 2763.25% | 50,000 | 63,133 | 126.27% |
| 354 20 | License Penalties | 10,000 | 6,188 | 61.88% | 10,000 | 6,846 | 68.46% |
| 354 30 | Animal Control | 7,500 | 2,833 | 37.77% | 7,500 | 1,246 | 16.61% |
| 354 50 | Property Code Violations | 125,000 | 93,738 | 74.99% | 125,000 | 97,240 | 77.79% |
| | **Total Fines & Forfeitures** | $ 218,000 | $ 165,453 | 75.90% | $ 246,000 | $ 173,389 | 70.48% |
| **Miscellaneous Revenues** | | | | | | | |
| 361 10 | Interest on Investments | $ 50,000 | $ 20,296 | 40.59% | $ 60,000 | $ 55,661 | 92.77% |
| 361 33 | Other Interest Earnings | 15,000 | 21,144 | 140.96% | 30,000 | 4,433 | 14.78% |
| 362 11 | Anchor Carwash | 1,440 | 0 | 0.00% | 1,440 | 0 | 0.00% |
| 362 13 | Rent - Little Jim | 24,894 | 12,447 | 50.00% | 24,894 | 12,721 | 51.10% |
| 362 13 | Rent-Old City Hall | 27,412 | 13,706 | 50.00% | 0 | 4,569 | 0.00% |
| 362 15 | Misc. Rental | 1,000 | 1,526 | 152.60% | 2,000 | 1,276 | 0.00% |

## GENERAL FUND - REVENUE DETAIL

| | | 2017/18 Budget | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Budget | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|---|
| **Miscellaneous Revenues contd.** | | | | | | | |
| 363 10 | Liens | 10,000 | 7,494 | 74.94% | 10,000 | 9,060 | 90.60% |
| 363 30 | Demolitions | 2,000 | 0 | 0.00% | 0 | 0 | 0.00% |
| 363 40 | Lot Clearing | 5,000 | 4,865 | 97.31% | 5,000 | 8,043 | 160.86% |
| 363 50 | Interest on Assessments | 100 | 20 | 19.83% | 100 | 0 | 0.00% |
| 364 60 | Emergency Repair Liens | 1,000 | 7,531 | 753.07% | 2,500 | 4,215 | 0.00% |
| 364 41 | Sales of Surplus Equipment | 0 | 0 | 0.00% | 0 | 17,537 | 0.00% |
| 365 10 | Sales of Scrap | 0 | 0 | 0.00% | 0 | 517 | 0.00% |
| 366 90 | Other Contributions/Donations | 500 | 126,800 | 25360.00% | 500 | 43,500 | 8700.00% |
| 367 00 | Gain/Loss on Sale of Investments | 5,000 | (384) | -7.69% | 5,000 | 1,826 | 36.52% |
| 369 31 | Reimbursement of Expenditures | 125,000 | 68,226 | 54.58% | 125,000 | 91,097 | 72.88% |
| 369 32 | Purchasing Card Rebate | 50,000 | 52,051 | 104.10% | 50,000 | 53,165 | 106.33% |
| 369 34 | Wellness Program | 1,500 | 2,588 | 0.00% | 1,500 | 0 | 0.00% |
| | *Reimbursement Contractual Services* | | | | | | |
| 369 41 | Marina | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 369 43 | Community Dev. Block Grant | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 369 45 | Stormwater | 860,000 | 167,369 | 19.46% | 700,000 | 128,820 | 18.40% |
| 369 46 | Golf Course | 33,000 | 16,500 | 50.00% | 33,000 | 16,500 | 50.00% |
| 369 47 | Sunrise Theatre | 33,000 | 16,500 | 50.00% | 33,000 | 16,500 | 50.00% |
| 369 49 | Accidents | 2,500 | 0 | 0.00% | 2,500 | 0 | 0.00% |
| 369 50 | Other Misc Revenues | 5,000 | 2,103 | 42.06% | 5,000 | 1,984 | 39.68% |
| | *Administrative Reimbursement* | | | | | | |
| 369 51 | Ft. Pierce Redevelopment Agcy | 125,000 | 62,500 | 50.00% | 145,000 | 72,500 | 50.00% |
| 369 52 | Marina | 45,000 | 22,500 | 50.00% | 45,000 | 22,500 | 50.00% |
| 369 53 | Solid Waste | 80,000 | 40,000 | 50.00% | 80,000 | 40,000 | 50.00% |
| 369 54 | Utilities Authority | 0 | 2,435 | 0.00% | 0 | 2,290 | 0.00% |
| 369 55 | Retirement & Benefit System | 150,000 | 75,000 | 50.00% | 160,000 | 80,000 | 50.00% |
| 369 59 | Police Department/Detail Work | 45,000 | 56,318 | 125.15% | 60,000 | 4,474 | 7.46% |
| 369 61 | Building Department | 115,000 | 57,500 | 50.00% | 115,000 | 57,500 | 50.00% |
| | *Other Miscellaneous Reimbursements* | | | | | | |
| 369 57 | St. Lucie County | 30,000 | 13 | 0.00% | 15,000 | 0 | 0.00% |
| 369 60 | State of Florida | 380,000 | 0 | 0.00% | 475,000 | 0 | 0.00% |
| 369 71 | Keep Ft. Pierce Beautiful | 15,000 | 0 | 0.00% | 15,000 | 0 | 0.00% |
| 369 85 | Settlement of Claims | 25,000 | 31,680 | 126.72% | 25,000 | 15,221 | 60.88% |
| 369 90 | Other Misc. Revenues | 5,000 | 2,729 | 54.59% | 5,000 | 1,695 | 33.90% |
| | **Total Miscellaneous Revenues** | $ 2,268,346 | $ 891,430 | 39.30% | $ 2,231,434 | $ 767,603 | 34.40% |

## GENERAL FUND - REVENUE DETAIL

| | | 2017/18 Budget | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Budget | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|---|
| **Interfund Transfers** | | | | | | | |
| 381 23 | Transfer from Special Revenue | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| 381 89 | Restricted Fund | 0 | 0 | 0.00% | 300,000 | 600,000 | 200.00% |
| 381 91 | FPRA Debt Services | 2,683,710 | 2,783,938 | 103.73% | 2,660,947 | 2,665,946 | 100.19% |
| 381 92 | Debt Service Fund | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| | **Total Interfund Transfers** | $ 2,683,710 | $ 2,783,938 | 103.73% | $ 2,960,947 | $ 3,265,946 | 110.30% |
| **Contribution from Enterprise Funds** | | | | | | | |
| 382 10 | Electricity | $ 3,914,520 | $ 0 | 0.00% | $ 4,037,550 | $ 0 | 0.00% |
| 382 20 | Water | 1,031,820 | 0 | 0.00% | 990,072 | 0 | 0.00% |
| 382 30 | Gas | 256,830 | 0 | 0.00% | 255,561 | 0 | 0.00% |
| 382 40 | Sewer | 756,360 | 0 | 0.00% | 768,120 | 0 | 0.00% |
| 382 41 | UA Other | 3,318 | 0 | 0.00% | 31,212 | 0 | 0.00% |
| 382 50 | Solid Waste Transfer | 800,000 | 415,000 | 51.88% | 800,000 | 208,945 | 26.12% |
| 382 60 | Marina Transfer | 250,000 | 125,000 | 50.00% | 250,000 | 62,500 | 25.00% |
| 382 90 | Golf Course Transfer | 28,000 | 0 | 0.00% | 28,000 | 0 | 0.00% |
| | **Total Contribution from Enterprise F** | $ 7,040,848 | $ 540,000 | 7.67% | $ 7,160,515 | $ 271,445 | 3.79% |
| **Contribution from Special Revenue Fund** | | | | | | | |
| 383 00 | Loan Proceeds | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| | **Total Contribution from SR Funds** | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| | **Total Revenue** | $ 36,901,634 | $ 23,257,004 | 63.02% | $ 38,672,704 | $ 24,076,906 | 62.26% |
| | Appropriated Fund Balance | 710,407 | 0 | 0.00% | 836,909 | 0 | 0.00% |
| | Restricted Revenue | (600,000) | 0 | 0.00% | (600,000) | 0 | 0.00% |
| | Unrestricted Fund Balance | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| **TOTAL GENERAL FUND RESOURCES** | | **$ 37,012,041** | **$ 23,257,004** | **62.84%** | **$ 38,909,613** | **$ 24,076,906** | **61.88%** |

## GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

| | | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|---|
| **City Commission** | | | | | | | |
| 10 00 | Personnel Services | $ 198,708 | $ 99,273 | 49.96% | $ 206,106 | $ 103,821 | 50.37% |
| | Operating Expense | 40,500 | 21,053 | 51.98% | 40,500 | 19,705 | 48.66% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| | | $ 239,208 | $ 120,326 | 50.30% | $ 246,606 | $ 123,526 | 50.09% |
| **City Manager** | | | | | | | |
| 13 00 | Personnel Services | $ 496,509 | $ 252,241 | 50.80% | $ 679,725 | $ 339,360 | 49.93% |
| | Operating Expense | 70,594 | 32,041 | 45.39% | 88,175 | 39,202 | 44.46% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| | | $ 567,103 | $ 284,282 | 50.13% | $ 767,900 | $ 378,562 | 49.30% |
| **City Attorney** | | | | | | | |
| 14 00 | Personnel Services | $ 574,998 | $ 271,227 | 0.00% | $ 578,864 | $ 179,174 | 30.95% |
| | Operating Expense | 150,700 | 34,475 | 22.88% | 89,000 | 92,753 | 104.22% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 1,068 | 0.00% |
| | | $ 725,698 | $ 305,702 | 42.13% | $ 667,864 | $ 272,996 | 40.88% |
| **City Clerk** | | | | | | | |
| 16 00 | Personnel Services | $ 297,811 | $ 126,038 | 42.32% | $ 290,653 | $ 144,719 | 49.79% |
| | Operating Expense | 33,115 | 19,825 | 59.87% | 33,115 | 13,741 | 41.50% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| | | $ 330,926 | $ 145,864 | 44.08% | $ 323,768 | $ 158,460 | 48.94% |
| **Human Resources** | | | | | | | |
| 22 00 | Personnel Services | $ 408,782 | $ 217,710 | 53.26% | $ 362,854 | $ 178,773 | 49.27% |
| | Operating Expense | 83,253 | 53,881 | 64.72% | 72,878 | 31,874 | 43.74% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 434 | 0.00% |
| | | $ 492,035 | $ 271,591 | 0.00% | $ 435,732 | $ 211,082 | 48.44% |

## GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

| | | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|---|
| **Finance** | | | | | | | |
| 24 00 | Personnel Services | $ 783,899 | $ 406,890 | 51.91% | $ 833,102 | $ 420,310 | 50.45% |
| | Operating Expense | 49,800 | 16,074 | 32.28% | 52,800 | 20,524 | 38.87% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| | | $ 833,699 | $ 422,963 | 50.73% | $ 885,902 | $ 440,834 | 49.76% |
| **Information Technology** | | | | | | | |
| 25 00 | Personnel Services | $ 590,164 | $ 305,773 | 51.81% | $ 651,390 | $ 252,032 | 38.69% |
| | Operating Expense | 533,150 | 231,267 | 43.38% | 533,150 | 287,547 | 53.93% |
| | Capital Outlay | 6,000 | 4,445 | 0.00% | 6,000 | 9,046 | 150.76% |
| | | $ 1,129,314 | $ 541,485 | 47.95% | $ 1,190,540 | $ 548,624 | 46.08% |
| **Purchasing** | | | | | | | |
| 26 00 | Personnel Services | $ 231,089 | $ 112,369 | 48.63% | $ 293,976 | $ 108,127 | 36.78% |
| | Operating Expense | 27,362 | 7,922 | 28.95% | 28,762 | 19,646 | 68.30% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| | | $ 258,451 | $ 120,290 | 0.00% | $ 322,738 | $ 127,773 | 39.59% |
| **Planning** | | | | | | | |
| 29 01 | Personnel Services | $ 448,846 | $ 235,368 | 52.44% | $ 465,559 | $ 240,163 | 51.59% |
| | Operating Expense | 56,400 | 24,670 | 43.74% | 101,400 | 22,951 | 22.63% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| | | $ 505,246 | $ 260,039 | 51.47% | $ 566,959 | $ 263,114 | 46.41% |

## GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

| | | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|---|
| **Community Response/Code Enforcement** | | | | | | | |
| 29 03 | Personnel Services | $ 611,576 | $ 320,610 | 52.42% | $ 720,127 | $ 351,155 | 48.76% |
| | Operating Expense | 337,085 | 313,627 | 93.04% | 337,085 | 207,976 | 61.70% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 9,269 | 0.00% |
| | | $ 948,661 | $ 634,237 | 66.86% | $ 1,057,212 | $ 568,400 | 53.76% |
| **Police** | | | | | | | |
| Combined | Personnel Services | $ 12,286,763 | $ 6,310,194 | 51.36% | $ 12,554,248 | $ 6,913,431 | 55.07% |
| | Operating Expense | 1,721,405 | 816,172 | 47.41% | 1,721,405 | 705,055 | 40.96% |
| | Capital Outlay | 0 | 34,908 | 0.00% | 0 | 39,274 | 0.00% |
| | | $ 14,008,168 | $ 7,161,274 | 51.12% | $ 14,275,653 | $ 7,657,760 | 53.64% |
| **Public Works/Director** | | | | | | | |
| 40 02 | Personnel Services | $ 61,228 | $ 31,468 | 51.40% | $ 63,252 | $ 27,691 | 43.78% |
| | Operating Expense | 35,000 | 9,792 | 27.98% | 35,000 | 20,118 | 57.48% |
| | Capital Outlay | 0 | 5,303 | 0.00% | 0 | 0 | 0.00% |
| | | $ 96,228 | $ 46,563 | 48.39% | $ 98,252 | $ 47,809 | 48.66% |
| **Public Works/Fleet Maintenance** | | | | | | | |
| 40 03 | Personnel Services | $ 556,049 | $ 301,718 | 54.26% | $ 551,437 | $ 355,960 | 64.55% |
| | Operating Expense | 33,950 | 12,139 | 35.75% | 33,950 | 14,346 | 42.26% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| | | $ 589,999 | $ 313,856 | 53.20% | $ 585,387 | $ 370,306 | 63.26% |
| **Public Works/Facilities Maintenance** | | | | | | | |
| 40 04 | Personnel Services | $ 632,759 | $ 314,213 | 49.66% | $ 655,603 | $ 296,648 | 45.25% |
| | Operating Expense | 315,750 | 303,981 | 96.27% | 365,750 | 252,559 | 69.05% |
| | Capital Outlay | 0 | 17,157 | 0.00% | 0 | 0 | 0.00% |
| | | $ 948,509 | $ 635,351 | 66.98% | $ 1,021,353 | $ 549,207 | 53.77% |

## GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

| | | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|---|
| **Public Works/Parks & Grounds** | | | | | | | |
| 40 05 | Personnel Services | $ 1,268,703 | $ 681,216 | 53.69% | $ 1,385,814 | $ 675,543 | 48.75% |
| | Operating Expense | 757,200 | 382,381 | 50.50% | 757,200 | 296,687 | 39.18% |
| | Capital Outlay | 0 | 9,119 | 0.00% | 0 | 13,653 | 0.00% |
| | | $ 2,025,903 | $ 1,072,716 | 52.95% | $ 2,143,014 | $ 985,884 | 46.00% |
| **Public Works/Streets & Drainage** | | | | | | | |
| 4006 | Personnel Services | $ 992,099 | $ 523,559 | 52.77% | $ 973,219 | $ 434,819 | 44.68% |
| | Operating Expense | 811,450 | 543,950 | 67.03% | 811,450 | 426,039 | 52.50% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 11,275 | 0.00% |
| | | $ 1,803,549 | $ 1,067,509 | 59.19% | $ 1,784,669 | $ 872,133 | 48.87% |
| **Engineering** | | | | | | | |
| 44 00 | Personnel Services | $ 774,856 | $ 395,742 | 51.07% | $ 822,081 | $ 372,480 | 45.31% |
| | Operating Expense | 448,891 | 42,186 | 9.40% | 471,630 | 200,006 | 42.41% |
| | Capital Outlay | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| | | $ 1,223,747 | $ 437,927 | 35.79% | $ 1,293,711 | $ 572,486 | 44.25% |
| **Riverwalk Center** | | | | | | | |
| 4504 | Personnel Services | $ 122,952 | $ 63,144 | 51.36% | $ 231,786 | $ 70,626 | 30.47% |
| | Operating Expense | 48,250 | 24,625 | 51.04% | 98,250 | 66,313 | 67.49% |
| | Capital Outlay | 0 | 3,999 | 0.00% | 0 | 0 | 0.00% |
| | | $ 171,202 | $ 91,767 | 53.60% | $ 330,036 | $ 136,939 | 41.49% |

## GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

| | | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|---|
| **Administrative** | | | | | | | |
| 60 00 | Personnel Services | $ 423,684 | $ 84,632 | 19.98% | $ 471,342 | $ 39,719 | 8.43% |
| | Operating Expense | 4,062,384 | 3,473,607 | 85.51% | 4,661,178 | 4,234,549 | 90.85% |
| | Capital Outlay | 525,000 | 378,577 | 72.11% | 825,000 | 270,451 | 32.78% |
| | Grants and Aid | 240,000 | 203,400 | 84.75% | 255,000 | 186,591 | 73.17% |
| | Non-Oper. Transfer | 4,737,484 | 4,136,387 | 87.31% | 4,699,797 | 774,248 | 16.47% |
| | | $ 9,988,553 | $ 8,276,604 | 82.86% | $ 10,912,317 | $ 5,505,558 | 50.45% |
| **All Departments** | | | | | | | |
| | Personnel Services | $ 21,761,475 | $ 11,053,384 | 50.79% | $ 22,791,138 | $ 11,504,550 | 50.48% |
| | Operating Expense | $ 9,616,239 | $ 6,363,668 | 66.18% | $ 10,332,678 | $ 6,971,594 | 67.47% |
| | Capital Outlay | $ 531,000 | $ 453,508 | 85.41% | $ 831,000 | $ 354,470 | 42.66% |
| | Grants and Aid | 240,000 | 203,400 | 84.75% | 255,000 | 186,591 | 73.17% |
| | Non-Oper. Transfer | 4,737,484 | 4,136,387 | 87.31% | 4,699,797 | 774,248 | 16.47% |
| **TOTAL GENERAL FUND EXPENDITURES** | | **$ 36,886,199** | **$ 22,210,348** | **60.21%** | **$ 38,909,613** | **$ 19,791,452** | **50.87%** |

| Fund Title: FPRA | | | | Department: FPRA | | |
|---|---|---|---|---|---|---|
| Fund/Division Number: | | | | Division: | | |
| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
| **Taxes** | | | | | | |
| 311 10 Ad Valorem Taxes | $ 5,240,683 | $ 5,460,724 | 104.20% | $ 6,306,127 | $ 6,321,663 | 100.25% |
| **Total Taxes** | $ 5,240,683 | $ 5,460,724 | 104.20% | $ 6,306,127 | $ 6,321,663 | 100.25% |
| **Licenses and Permits** | | | | | | |
| 329 20 Lot Clearing | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| **Total Licenses and Permits** | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| **Intergovernmental** | | | | | | |
| 334 90 EPA Brownfield | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| 347 54 Marina Dockage | 0 | 4,822 | 0.00% | 0 | 1,886 | 0.00% |
| 384 90 Other State Grants | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| **Total Intergovernmental** | $ 0 | $ 4,822 | 0.00% | $ 0 | $ 1,886 | 0.00% |
| **Miscellaneous Revenue** | | | | | | |
| 361 10 Interest on Investments | $ 500 | $ 5,991 | 1198.13% | $ 500 | $ 485 | 96.91% |
| 362 14 Leases | 170,000 | 103,607 | 60.95% | 170,000 | 99,083 | 58.28% |
| 363 10 Liens | 1,000 | 0 | 0.00% | 500 | 157 | 31.35% |
| 366 90 FPAT | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 369 31 Reimburse - Expenditures | 9,000 | 6,158 | 68.42% | 5,000 | 5,374 | 107.48% |
| 369 40 Reimburse - Contract Svcs. | 0 | 0 | 0.00% | 0 | 176 | 0.00% |
| 369 31 Other Misc. Revenues | 2,000 | 37 | 1.83% | 2,000 | 460,654 | 23032.71% |
| 388 10 Sale of Land | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| **Total Miscellaneous Revenues** | $ 182,500 | $ 115,792 | 63.45% | $ 178,000 | $ 565,928 | 317.94% |
| **Transfers** | | | | | | |
| 381 01 Transfer from General Fund | $ 550,967 | $ 550,967 | 100.00% | $ 0 | $ 0 | 0.00% |
| **Total Transfers** | $ 550,967 | $ 550,967 | 100.00% | $ 0 | $ 0 | 0.00% |
| **Total Revenues** | **$ 5,974,150** | **$ 6,132,305** | 102.65% | **$ 6,484,127** | **$ 6,889,477** | 106.25% |
| Prior Year Carry-Overs Operating | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| **TOTAL RESOURCES** | **$ 5,974,150** | **$ 6,132,305** | 102.65% | **$ 6,484,127** | **$ 6,889,477** | 106.25% |

| Fund Title: FPRA | | | | Department: FPRA | | |
|---|---|---|---|---|---|---|
| Fund/Division Number: | | | | Division: | | |
| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
| **Total Personnel Services** | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| **Total Operating Expense** | 313,000 | 172,599 | 55.14% | 492,261 | 435,793 | 88.53% |
| **Total Capital Outlay** | 0 | 42,194 | 0.00% | 0 | 81,091 | 0.00% |
| **Total Grants - Programs & Projects** | 20,000 | 1,000 | 5.00% | 370,000 | 0 | 0.00% |
| **Total Transfers** | 5,641,150 | 5,802,501 | 102.86% | 5,621,866 | 5,626,866 | 100.09% |
| **TOTAL APPROPRIATIONS** | **$ 5,974,150** | **$ 6,018,294** | 100.74% | **$ 6,484,127** | **$ 6,143,750** | 94.75% |

| Fund Title: Urban Redevelopment | | | | Department: CDBG &SHIP | | |
|---|---|---|---|---|---|---|
| Fund/Division Number: | | | | Division: | | |
| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
| **CDBG REVENUE** | | | | | | |
| 331 50 Disaster Relief | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| 331 90 Entitlement Grant | 477,456 | 103,270 | 21.63% | 549,380 | 103,776 | 18.89% |
| 331 92 Program Income | 5,000 | 0 | 0.00% | 5,000 | 0 | 0.00% |
| 369 90 Miscellaneous Revenue | 0 | 0 | 0.00% | 0 | 20,000 | 0.00% |
| 361 39 Other Interest Earnings | 1,000 | 5,459 | 545.94% | 1,000 | 10,030 | 1002.97% |
| 369 31 Reimb. of Expenditures | 3,918 | 0 | 0.00% | 3,918 | 0 | 0.00% |
| 369 41 Contractual Svcs./CDBG | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| Carry Over Funding | 458,164 | 0 | 0.00% | 309,940 | 0 | 0.00% |
| **TOTAL REVENUE** | $ 945,538 | $ 108,730 | 11.50% | $ 869,238 | $ 133,805 | 15.39% |
| **TRANSFERS** | | | | | | |
| 369 41 Contractual Svc./CBDG | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| 381 05 Transfer from FPRA | 0 | 14,350 | 0.00% | 0 | 0 | 0.00% |
| 381 10 Transfer from General | 25,177 | 0 | 0.00% | 0 | 0 | 0.00% |
| **TOTAL TRANSFERS** | $ 25,177 | $ 14,350 | 0.00% | $ 0 | $ 0 | 0.00% |
| **TOTAL CDBG REVENUE** | **$ 970,715** | **$ 123,080** | **12.68%** | **$ 869,238** | **$ 133,805** | **15.39%** |

| Fund Title: Department of Urban Redevelopment<br>Fund/Division Number: | | | | CDBG & SHIP | | | |
|---|---|---|---|---|---|---|---|
| | | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
| **CDBG Department** | | | | | | | |
| **Administrative** | | | | | | | |
| 10 10 | Personnel Services | $ 164,767 | $ 81,247 | 49.31% | $ 163,965 | $ 59,719 | 36.42% |
| 34 90 | Administrative-Contractual | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 49 60 | Administrative Expenses | 91,374 | 11,049 | 12.09% | 11,911 | 15,408 | 129.36% |
| **Rehabilitation Department** | | | | | | | |
| 83 10 | Housing Rehabilitation | $ 20,000 | $ 4,299 | 21.49% | $ 20,000 | $ 2,862 | 14.31% |
| 83 30 | Senior Citizens Housing | 0 | 6,272 | 0.00% | 0 | 0 | 0.00% |
| 83 40 | Other Grants & Aids | 0 | 10 | 0.00% | 0 | 0 | 0.00% |
| 83 45 | Weatherization | 20,000 | 20,000 | 100.00% | 20,000 | 0 | 0.00% |
| **Economic Development** | | | | | | | |
| 83 80 | Lincoln Park Mainstreet | $ 50,000 | $ 25,000 | 50.00% | $ 50,000 | $ 25,000 | 50.00% |
| 83 80 | Fort Pierce Mainstreet | 50,000 | 25,000 | 50.00% | 50,000 | 25,000 | 50.00% |
| 83 83 | Micro -Bus/Economic Development | 60,000 | 37,585 | 62.64% | 30,000 | 9,563 | 31.88% |
| 83 83 | Lincoln Park/Orange Ave. Bus Dev | 70,000 | 1,960 | 2.80% | 70,000 | 0 | 0.00% |
| 83 86 | Local Art/Cultural Heritage | 30,000 | 19,719 | 65.73% | 33,422 | 31,464 | 94.14% |
| 86 86 | FPAT | 0 | 0 | 0.00% | 20,000 | 0 | 0.00% |
| 83 87 | Commercial Facades | 0 | 8,475 | 0.00% | 50,000 | 4,647 | 9.29% |
| **Public Service** | | | | | | | |
| 83 97 | Public Facility Improvements | $ 20,000 | $ 0 | 0.00% | $ 20,000 | $ 823 | 4.11% |
| 83 97 | Public Amenities | 0 | 2,606 | 0.00% | 0 | 0 | 0.00% |
| 83 98 | Youth and Children Projects | 70,000 | 1,199 | 1.71% | 80,000 | 5,510 | 6.89% |
| | **Total CDBG** | **$ 646,141** | **$ 244,421** | **37.83%** | **$ 619,298** | **$ 179,995** | **29.06%** |
| **Prior Grants-Programs & Projects** | | | | | | | |
| 83 10 | Housing Rehabilitation (Roll-over) | $ 14,700 | $ 0 | 0.00% | $ 18,000 | $ 0 | 0.00% |
| 83 41 | Commercial Facades (Roll-over) | 30,000 | 0 | 0.00% | 25,000 | 0 | 0.00% |
| 83 30 | Senior Citizen Housing/Security | 37,500 | 0 | 0.00% | 30,000 | 0 | 0.00% |
| 83 82 | Code Enforcement | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 83 83 | Micro-Bus/Economic Development | 60,000 | 0 | 0.00% | 48,000 | 0 | 0.00% |
| 83 85 | Community Focal Point | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 83 86 | Local Art/Cultural Heritage | 17,000 | 0 | 0.00% | 30,000 | 0 | 0.00% |
| 83 98 | Public Service | 45,000 | 0 | 0.00% | 45,000 | 0 | 0.00% |
| 83 99 | Weatherization | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 83 99 | Infrastructure Improvements | 33,374 | 0 | 0.00% | 30,000 | 0 | 0.00% |
| 83 99 | Playground Equipment (Roll Over) | 12,000 | 0 | 0.00% | 23,940 | 0 | 0.00% |
| | Administrative Expenses | 75,000 | 0 | 0.00% | 0 | 0 | 0.00% |
| | **Total Roll-Over Expenditures** | **$ 324,574** | **$ 0** | **0.00%** | **$ 249,940** | **$ 0** | **0.00%** |

| Fund Title: Department of Urban Redevelopment<br>Fund/Division Number: | | | | CDBG & SHIP | | | |
|---|---|---|---|---|---|---|---|
| | | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
| **Capital** | | | | | | | |
| 63 10 | Road & Bridge Improvements | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| 63 20 | Other Improvements | 0 | 0 | 0.00% | 0 | 27,835 | 0.00% |
| 64 45 | Other Equipment | 0 | 19,486 | 0.00% | 0 | 0 | 0.00% |
| 99 99 | Unencumbered | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| | **Total Capital** | **$ 0** | **$ 19,486** | 0.00% | **$ 0** | **$ 27,835** | 0.00% |
| | **TOTAL CDBG APPROPRIATIONS** | **$ 970,715** | **$ 263,907** | **27.19%** | **$ 869,238** | **$ 207,830** | **23.91%** |
| **SHIP REVENUES** | | | | | | | |
| 344 90 | SHIP | $ 260,000 | $ 111,072 | 0.00% | $ 73,000 | $ 73,063 | 100.09% |
| 334 50 | Program Income | 40,000 | 0 | 0.00% | 40,000 | 0 | 0.00% |
| 361 10 | Interest on Investments | 500 | 3,095 | 0.00% | 500 | 0 | 0.00% |
| 369 90 | Other Misc. Revenues | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 381 90 | Program Income HHR | 0 | 0 | 0.00% | 0 | 680,082 | 0.00% |
| | Carry Over Funding | 430,974 | 0 | 0.00% | 280,000 | 0 | 0.00% |
| | **Total SHIP Revenue** | **$ 731,474** | **$ 114,167** | **15.61%** | **$ 393,500** | **$ 753,145** | **191.40%** |
| **SHIP EXPENDITURES** | | | | | | | |
| Total Operating Expenses | | $ 25,000 | $ 1,693 | 6.77% | $ 25,000 | $ 911 | 3.64% |
| Total Grants-Programs &Projects | | 706,474 | 165,111 | 23.37% | 368,500 | 542,409 | 147.19% |
| | **TOTAL SHIP APPROPRIATIONS** | **$ 731,474** | **$ 166,805** | **22.80%** | **$ 393,500** | **$ 543,320** | **138.07%** |

| Fund Title: Urban Redevelopment | | | | Department: Grant Administration | | |
|---|---|---|---|---|---|---|
| Fund/Division Number: | | | | Division: | | |
| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
| **Intergovernmental** | | | | | | |
| 334 50 Program Income | $ 0 | $ 8,434 | 0.00% | $ 0 | $ 7,566 | 0.00% |
| **Total Intergovernmental** | $ 0 | $ 8,434 | 0.00% | $ 0 | $ 7,566 | 0.00% |
| **Miscellaneous Revenue** | | | | | | |
| 361 10 Interest on Investments | $ 250 | $ 6,005 | 2402.20% | $ 250 | $ 1,270 | 508.10% |
| 361 38 HHRP Loan | 20,000 | 587 | 2.94% | 20,000 | 320 | 1.60% |
| 362 30 Miscellaneous | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 366 00 Contributions from Private Sources | 0 | 0 | 0.00% | 0 | 1,000 | 0.00% |
| 369 33 Escrow Reimbursement | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 369 40 Contractual Svcs. /Allegany(AFM) | 62,250 | 0 | 0.00% | 43,500 | 37,500 | 86.21% |
| 369 90 Other Misc. Revenues | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| Carry Forward Funding | 160,000 | 0 | 0.00% | 150,000 | 0 | 0.00% |
| **Total Miscellaneous Revenues** | $ 242,500 | $ 6,593 | 2.72% | $ 213,750 | $ 40,090 | 18.76% |
| **Interfund Transfer** | | | | | | |
| 381 10 General Fund | $ 27,000 | $ 0 | 0.00% | $ 45,000 | $ 0 | 0.00% |
| **Total Interfund Transfers** | $ 27,000 | $ 0 | 0.00% | $ 45,000 | $ 0 | 0.00% |
| **Total Revenues** | **$ 269,500** | **$ 15,026** | 5.58% | **$ 258,750** | **$ 47,656** | 18.42% |
| **TOTAL RESOURCES** | **$ 269,500** | **$ 15,026** | 5.58% | **$ 258,750** | **$ 47,656** | 18.42% |

| Fund Urban Redevlopment<br>Fund/Division Number: | | | Department:<br>Division: | Grant Administration | | |
|---|---|---|---|---|---|---|
| | 2017/18 Adopted | 2017/18 Adopted | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
| **Total Personnel Services** | $ 88,466 | $ 42,388 | 47.91% | $ 88,235 | $ 65,298 | 74.00% |
| **Total Operating Expense** | 181,034 | 2,474 | 1.37% | 170,515 | 1,263 | 0.74% |
| **Total Capital Outlay** | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| **Total Grants - Private Orgs.** | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| **Total Grants - Programs & Projects** | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| **Total Transfers** | 0 | 0 | 0.00% | 0 | 680,082 | 0.00% |
| **TOTAL APPROPRIATIONS** | **$ 269,500** | **$ 44,861** | 16.65% | **$ 258,750** | **$ 746,642** | 288.56% |

**CITY OF FORT PIERCE**

**MARINA FUND (401)**

**OPERATING STATEMENT**

**MARCH 31, 2019**

**2nd QUARTER-MARCH '18 to 2nd QUARTER-DECEMBER '19 COMPARISON**

| | 2ND QUARTER 3/31/2018 | 2ND QUARTER 3/31/2019 |
|---|---|---|
| ***OPERATING INCOME*** | | |
| CHARGES FOR SERVICES | $ 913,889 | $ 998,349 |
| MISCELLANEOUS | 879,183 | 1,013,559 |
| GRANTS | 0 | 14,976 |
| ***TOTAL OPERATING INCOME*** | $ 1,793,072 | $ 2,026,883 |
| ***OPERATING EXPENSES*** | | |
| PERSONAL SERVICES | $ 193,202 | $ 246,777 |
| ADMINISTRATIVE CHARGES | 60,154 | 66,068 |
| CONTRACTUAL FEES | 161,025 | 168,268 |
| UTILITIES | 67,655 | 60,479 |
| COST OF GOODS SOLD | 477,608 | 549,567 |
| DEPRECIATION | 559,998 | 558,809 |
| OTHER OPERATING EXPENSES | 247,637 | 211,701 |
| ***TOTAL OPERATING EXPENSES*** | $ 1,767,278 | $ 1,861,668 |
| **NET OPERATING INCOME (LOSS)** | $ 25,794 | $ 165,215 |
| ***NON-OPERATING REVENUES*** | | |
| INTEREST ON INVESTMENTS | $ 3,639 | $ 3,764 |
| TRANSFER FROM OTHER FUNDS | 0 | 0 |
| OTHER NON-OPERATING REVENUES | 0 | 0 |
| | $ 3,639 | $ 3,764 |
| ***NON-OPERATING EXPENSES*** | | |
| DEBT SERVICE | $ 224,536 | $ 36,344 |
| OTHER NON-OPERATING EXPENSES | 12,215 | 62,500 |
| TRANSFER-OUT | 125,000 | 10,028 |
| ***TOTAL NON-OPERATING EXPENSES*** | $ 361,752 | $ 108,871 |
| **NET NON-OPERATING INCOME (LOSS)** | ($358,113) | ($105,107) |
| ***NET INCOME (LOSS)*** | ($332,319) | $ 60,108 |

| Fund Title: Marina | | | | Department: Marina | | |
|---|---|---|---|---|---|---|
| Fund/Division Number: | | | | Division: | | |
| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
| **Grants** | | | | | | |
| 331 50 Disaster Relief/Federal | $0 | $ 0 | 0.00% | $0 | $ 0 | 0.00% |
| 334 39 Physical Environmental Grant | 773,850 | 0 | 0.00% | 100,000 | 14,976 | 14.98% |
| 334 50 Disaster Relief | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| **Total Grants** | $ 773,850 | $ 0 | 0.00% | $ 100,000 | $ 14,976 | 14.98% |
| **Charges for Services** | | | | | | |
| 347 54 Dockage | $ 830,652 | $ 646,468 | 77.83% | $ 1,000,000 | $ 682,702 | 68.27% |
| 347 55 Transient Dockage | 664,348 | 267,421 | 40.25% | 500,000 | 315,646 | 63.13% |
| **Total Charges for Services** | $ 1,495,000 | $ 913,889 | 61.13% | $ 1,500,000 | $ 998,349 | 66.56% |
| **Miscellaneous Revenue** | | | | | | |
| 361 10 Interest Earnings | $ 5,000 | $ 3,639 | 72.77% | $ 5,000 | $ 3,671 | 73.42% |
| 361 33 Other Interest Earnings | 0 | 0 | 0.00% | 0 | 93 | 0.00% |
| 362 14 Leases | 34,000 | 5,142 | 15.12% | 8,762 | 5,192 | 59.25% |
| 362 15 Tiki Lease | 210,000 | 123,903 | 59.00% | 133,000 | 104,669 | 78.70% |
| 369 31 Reimbursement of Expenditures | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 369 70 Events | 10,000 | 0 | 0.00% | 0 | 0 | 0.00% |
| 369 90 Other Misc. Revenues | 10,000 | 1,216 | 12.16% | 7,500 | 10,012 | 133.49% |
| 369 91 Gas and Oil Sales | 880,000 | 508,855 | 57.82% | 950,000 | 629,013 | 66.21% |
| 369 92 Electric Utility Sales | 135,000 | 75,463 | 55.90% | 150,000 | 86,289 | 57.53% |
| 369 93 Utility Fees | 22,000 | 12,239 | 55.63% | 21,000 | 11,262 | 53.63% |
| 369 94 Soda, Candy & Ice Sales | 185,000 | 101,607 | 54.92% | 200,000 | 109,935 | 54.97% |
| 369 96 Late Payment Charges | 2,000 | 1,920 | 96.00% | 3,000 | 1,782 | 59.39% |
| 369 97 Live Aboards | 43,000 | 40,365 | 93.87% | 46,000 | 46,463 | 101.01% |
| 369 98 Other Miscellaneous Revenues | 11,000 | 8,474 | 77.03% | 12,000 | 8,943 | 74.52% |
| **Total Miscellaneous Revenue** | $ 1,547,000 | $ 882,822 | 57.07% | $ 1,536,262 | $ 1,017,323 | 66.22% |
| **Total Revenue** | $ 3,815,850 | $ 1,796,711 | 47.09% | $ 3,136,262 | $ 2,030,647 | 64.75% |
| Appropriated Retained Earnings | 317,790 | 0 | 0.00% | 797,594 | 0 | 0.00% |
| **TOTAL RESOURCES** | **$ 4,133,640** | **$ 1,796,711** | 43.47% | **$ 3,933,856** | **$ 2,030,647** | 51.62% |

| Fund Title: Marina | | | | Department: Marina | | |
|---|---|---|---|---|---|---|
| Fund/Division Number: | | | | Division: | | |
| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
| **Total Personnel Services** | $ 510,094 | $ 193,202 | 37.88% | $ 474,129 | $ 246,777 | 52.05% |
| **Total Operating Expense** | 3,183,437 | 1,574,077 | 49.45% | 3,305,546 | $ 1,614,891 | 48.85% |
| **Total Capital Outlay** | 702,675 | 76,229 | 10.85% | 429,500 | 417,709 | 97.25% |
| **Total Debt Service** | 451,123 | 224,536 | 49.77% | 439,847 | 36,344 | 8.26% |
| **Total Non-Operating Expenses** | 404,831 | 137,218 | 33.90% | 404,830 | 72,527 | 17.92% |
| **TOTAL APPROPRIATIONS** | **$ 5,252,160** | **$ 2,205,262** | 41.99% | **$ 5,053,852** | **$ 2,388,249** | 47.26% |

**CITY OF FORT PIERCE**

**SOLID WASTE FUND (402)**

**OPERATING STATEMENT**

**MARCH 31, 2019**

**2nd QUARTER-MARCH '18 to 2nd QUARTER-MARCH '19 COMPARISON**

| | 2ND QUARTER 3/31/2018 | 2ND QUARTER 3/31/2019 |
|---|---|---|
| ***OPERATING INCOME*** | | |
| CHARGES FOR SERVICES | $ 3,767,870 | $ 3,788,885 |
| MISCELLANEOUS | 9,963 | 7,986 |
| GRANTS | 0 | 0 |
| ***TOTAL OPERATING INCOME*** | $ 3,777,833 | $ 3,796,871 |
| ***OPERATING EXPENSES*** | | |
| PERSONAL SERVICES | $ 1,066,078 | $ 1,000,925 |
| ADMINISTRATIVE CHARGES | 133,600 | 118,000 |
| LANDFILL CHARGES | 908,802 | 859,159 |
| CONTRACTUAL | 236,731 | 230,239 |
| DEPRECIATION | 116,160 | 243,814 |
| OTHER OPERATING EXPENSES | 648,986 | 696,995 |
| ***TOTAL OPERATING EXPENSES*** | $ 3,110,357 | $ 3,149,131 |
| **NET OPERATING INCOME (LOSS)** | $ 667,477 | $ 647,740 |
| ***NON-OPERATING REVENUES*** | | |
| INTEREST ON INVESTMENTS | $ 3,460 | $ 4,709 |
| TRANSFER FROM OTHER FUNDS | 0 | 0 |
| OTHER NON-OPERATING REVENUES | 0 | 0 |
| ***TOTAL NON-OPERATING REVENUES*** | $ 3,460 | $ 4,709 |
| ***NON-OPERATING EXPENSES*** | | |
| OTHER NON-OPERATING EXPENSES | $ 0 | $ 0 |
| TRANSFER-OUT | 415,000 | 208,945 |
| ***TOTAL NON-OPERATING EXPENSES*** | $ 415,000 | $ 208,945 |
| **NET NON-OPERATING INCOME (LOSS)** | ($411,540) | ($204,235) |
| ***NET INCOME (LOSS)*** | $ 255,937 | $ 443,505 |

| Fund Title: Solid Waste Fund | | | | Department: Solid Waste | | |
|---|---|---|---|---|---|---|
| Fund/Division Number: 402-0000 | | | | Division: | | |
| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
| **Charges for Services** | | | | | | |
| 343 40 Residential Service | $ 2,600,000 | $ 1,578,137 | 60.70% | $ 3,200,000 | $ 1,597,078 | 49.91% |
| 343 41 Commercial Service | 3,200,000 | 1,935,257 | 60.48% | 3,900,000 | 1,938,569 | 49.71% |
| 343 43 Commercial Trash | 100,000 | 50,646 | 50.65% | 115,000 | 50,646 | 44.04% |
| 343 44 Recycling | 300,000 | 190,784 | 63.59% | 345,000 | 194,218 | 56.30% |
| 343 45 Other Income | 1,000 | 0 | 0.00% | 1,000 | 0 | 0.00% |
| 343 46 Recycling Program | 18,000 | 13,047 | 72.49% | 18,000 | 8,374 | 46.52% |
| **Total Charges for Services** | $ 6,219,000 | $ 3,767,870 | 60.59% | $ 7,579,000 | $ 3,788,885 | 49.99% |
| **Miscellaneous Revenue** | | | | | | |
| 361 10 Interest on Investments | $ 4,000 | $ 3,460 | 86.50% | $ 4,000 | $ 4,709 | 117.74% |
| 361 20 Sale of Surplus | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 364 41 Other Contirbutions/Donations | 0 | 9,963 | 0.00% | 0 | 7,896 | 0.00% |
| 369 90 Miscellaneous Revenues | 0 | 0 | 0.00% | 0 | 90 | 0.00% |
| **Total Miscellaneous Revenue** | $ 4,000 | $ 13,423 | 335.58% | $ 4,000 | $ 12,696 | 317.39% |
| **Total Revenues** | $ 6,223,000 | $ 3,781,294 | 60.76% | $ 7,583,000 | $ 3,801,581 | 50.13% |
| Appropriated Retained Earnings | 563,166 | 0 | 0.00% | (419,775) | 0 | 0.00% |
| **TOTAL RESOURCES** | **$ 6,786,166** | **$ 3,781,294** | 55.72% | **$ 7,163,225** | **$ 3,801,581** | 53.07% |

| Fund Title: | Solid Waste Fund | Department: | Solid Waste |
|---|---|---|---|
| Fund/Division Number: | 402-4200-534 | Division: | |

| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|
| **Total Personnel Services** | $ 2,153,142 | $ 1,066,078 | 49.51% | $ 2,517,116 | $ 1,000,925 | 39.76% |
| **Total Operating Expense** | 3,574,783 | 2,044,279 | 57.19% | 3,604,783 | 2,148,207 | 59.59% |
| **Total Capital Outlay** | 152,000 | 222,532 | 146.40% | 150,000 | 244,425 | 162.95% |
| **Total Non-Operating Expense** | 1,193,659 | 415,000 | 34.77% | 1,178,744 | 208,945 | 17.73% |
| **TOTAL APPROPRIATIONS** | **$ 7,073,584** | **$ 3,747,889** | 52.98% | **$ 7,450,643** | **$ 3,602,502** | 48.35% |

**CITY OF FORT PIERCE**

**GOLF COURSE (405)**

**OPERATING STATEMENT**

**MARCH 31, 2019**

**2ND QUARTER-MARCH '18 to 2ND QUARTER-MARCH'19 COMPARISON**

| | 2nd QUARTER 3/31/2018 | 2ND QUARTER 3/31/2019 |
|---|---|---|
| ***OPERATING INCOME*** | | |
| CHARGES FOR SERVICES | $ 618,908 | $ 637,598 |
| MISCELLANEOUS | 137,257 | 102,635 |
| GRANTS | 0 | 0 |
| ***TOTAL OPERATING INCOME*** | $ 756,165 | $ 740,233 |
| ***OPERATING EXPENSES*** | | |
| PERSONAL SERVICES | $ 147,069 | $ 98,792 |
| ADMINISTRATIVE CHARGES | 29,947 | 30,015 |
| CONTRACTUAL FEES | 370,264 | 339,017 |
| UTILITIES | 24,502 | 22,229 |
| COST OF GOODS SOLD | 50,799 | 66,825 |
| DEPRECIATION | 67,336 | 67,674 |
| OTHER OPERATING EXPENSES | 218,191 | 173,245 |
| ***TOTAL OPERATING EXPENSES*** | $ 908,107 | $ 797,797 |
| **NET OPERATING INCOME (LOSS)** | ($151,942) | ($57,564) |
| ***NON-OPERATING REVENUES*** | | |
| INTEREST ON INVESTMENTS | $ 120 | $ 2,349 |
| TRANSFER FROM OTHER FUNDS | 358,000 | 0 |
| OTHER NON-OPERATING REVENUES | 0 | 0 |
| ***TOTAL NON-OPERATING REVENUES*** | $ 358,120 | $ 2,349 |
| ***NON-OPERATING EXPENSES*** | | |
| OTHER NON-OPERATING EXPENSES | $ 0 | $ 0 |
| TRANSFER-OUT | 0 | 0 |
| ***TOTAL NON-OPERATING EXPENSES*** | $ 0 | $ 0 |
| **NET NON-OPERATING INCOME (LOSS)** | $ 358,120 | $ 2,349 |
| ***NET INCOME (LOSS)*** | $ 206,178 | ($55,216) |

| Fund Title: | Golf Course Fund | Department: | Golf Course |
|---|---|---|---|
| Fund/Division Number: | 405 0000 | Division: | |

| | | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|---|
| **Charges for Services** | | | | | | | |
| 347 20 | Membership Dues | $ 2,500 | $ 21,700 | 868.00% | $ 3,500 | $ 25,652 | 732.91% |
| 347 22 | Other Memberships | 28,000 | 685 | 2.45% | 35,000 | 1,082 | 3.09% |
| 347 24 | Golf Fees | 1,117,438 | 626,130 | 56.03% | 1,100,000 | 604,197 | 54.93% |
| 347 25 | Driving Range | 30,000 | 12,753 | 42.51% | 28,000 | 14,403 | 51.44% |
| 347 26 | Adjustment Golf Fees | 0 | (42,360) | 0.00% | 0 | (7,736) | 0.00% |
| | **Total Charges for Services** | $ 1,177,938 | $ 618,908 | 52.54% | $ 1,166,500 | $ 637,598 | 54.66% |
| **Miscellaneous Revenue** | | | | | | | |
| 361 10 | Interest Earnings | $ 250 | $ 132 | 52.65% | $ 250 | $ 2,349 | 939.44% |
| 369 25 | Pro Shop Merchandise | 40,000 | 39,699 | 99.25% | 85,000 | 40,737 | 47.93% |
| 369 31 | Reimb. Of Expeditures | 0 | 3,175 | 0.00% | 0 | 3,349 | 0.00% |
| 369 80 | Food | 24,000 | 11,681 | 48.67% | 25,000 | 13,246 | 52.98% |
| 369 89 | Packaged Sales | 36,500 | 20,034 | 54.89% | 45,000 | 26,220 | 58.27% |
| 369 90 | Misc Revenues | 5,000 | 3,311 | 66.22% | 10,000 | 2,535 | 25.35% |
| 369 94 | Snacks & Beverages | 20,000 | 10,845 | 54.23% | 25,000 | 12,366 | 49.46% |
| 369 98 | Other Misc Revenues | 0 | 48,501 | 0.00% | 0 | 4,182 | 0.00% |
| | **Total Miscellaneous Revenue** | $ 125,750 | $ 137,377 | 109.25% | $ 190,250 | $ 104,984 | 55.18% |
| **Transfers** | | | | | | | |
| 381 01 | Transfer from General Fund | $ 0 | $358,000 | 0.00% | $ 0 | $0 | 0.00% |
| 382 50 | Transfer from Solid Waste | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| | **Total Transfers** | $0 | $358,000 | 0.00% | $0 | $0 | 0.00% |
| | **Total Revenues** | $ 1,303,688 | $ 1,114,285 | 85.47% | $ 1,356,750 | $ 742,582 | 54.73% |
| | Appropriated Retained Earnings | (35,000) | 0 | 0.00% | 0 | 0 | 0.00% |
| | **TOTAL RESOURCES** | **$ 1,268,688** | **$ 1,114,285** | 87.83% | **$ 1,356,750** | **$ 742,582** | 54.73% |

| Fund Title: | Golf Course Fund | Department: | Golf Course |
|---|---|---|---|
| Fund/Division Number: | 405-4500-572 | Division: | |

| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|
| **Total Personnel Services** | $ 162,568 | $ 147,069 | 90.47% | $ 213,946 | $ 98,792 | 46.18% |
| **Total Operating Expense** | 1,202,208 | 761,138 | 63.31% | 1,244,892 | 699,005 | 56.15% |
| **Total Capital Outlay** | 6,000 | 5,448 | 90.80% | 0 | 0 | 0.00% |
| **Total Non-Operating Expense** | 32,641 | 0 | 0.00% | 32,641 | 0 | 0.00% |
| **TOTAL APPROPRIATIONS** | **$ 1,403,417** | **$ 913,655** | 65.10% | **$ 1,491,479** | **$ 797,797** | 53.49% |

**CITY OF FORT PIERCE**

**SUNRISE THEATRE (406)**

**OPERATING STATEMENT**

**MARCH 31, 2019**

**2ND QUARTER-MARCH'18 to 2ND QUARTER-MARCH '19 COMPARISON**

| | 2ND QUARTER 3/31/2018 | 2ND QUARTER 3/31/2019 |
|---|---|---|
| ***OPERATING INCOME*** | | |
| CHARGES FOR SERVICES | $ 1,788,025 | $ 1,856,836 |
| MISCELLANEOUS | 144,931 | 110,244 |
| GRANTS | 0 | |
| ***TOTAL OPERATING INCOME*** | $ 1,932,955 | $ 1,967,081 |
| ***OPERATING EXPENSES*** | | |
| PERSONAL SERVICES | $ 316,448 | $ 203,491 |
| ADMINISTRATIVE CHARGES | 60,793 | 56,992 |
| CONTRACTUAL FEES | 216,144 | 179,540 |
| UTILITIES | 71,327 | 59,435 |
| COST OF EVENTS | 1,019,486 | 1,049,775 |
| ADVERTISING | 265,457 | 204,605 |
| DEPRECIATION | 269,191 | 273,099 |
| OTHER OPERATING EXPENSES | 313,797 | 306,740 |
| ***TOTAL OPERATING EXPENSES*** | $ 2,532,642 | $ 2,333,678 |
| **NET OPERATING INCOME (LOSS)** | ($599,687) | ($366,597) |
| ***NON-OPERATING REVENUES*** | | |
| INTEREST ON INVESTMENTS | $ 780 | $ 2,841 |
| TRANSFER FROM OTHER FUNDS | 455,726 | 450,000 |
| ***TOTAL NON-OPERATING REVENUES*** | $ 456,506 | $ 452,841 |
| ***NON-OPERATING EXPENSES*** | | |
| DEBT SERVICE | $ 0 | $ 0 |
| OTHER NON-OPERATING EXPENSES | 0 | 0 |
| TRANSFER-OUT | 0 | 0 |
| ***TOTAL NON-OPERATING EXPENSES*** | $ 0 | $ 0 |
| **NET NON-OPERATING INCOME (LOSS)** | $ 456,506 | $ 452,841 |
| ***NET INCOME (LOSS)*** | ($143,181) | $ 86,245 |

| Fund Title: | Sunrise Theatre Fund | Department: | Sunrise Theatre |
|---|---|---|---|
| Fund/Division Number: | 406 0000 | Division: | |

| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|
| **Charges for Services** | | | | | | |
| 347 56 10 Ticket Sales | $ 2,500,000 | $ 1,560,098 | 62.40% | $ 2,000,000 | $ 1,314,428 | 65.72% |
| 347 56 11 Ticket Sales - Rentals | 250,000 | 107,346 | 42.94% | 200,000 | 416,377 | 208.19% |
| 347 56 15 Ticket Handling Fees | 120,000 | 77,038 | 64.20% | 110,000 | 80,270 | 72.97% |
| 347 56 50 Sponsorship Fees | 15,000 | 10,000 | 66.67% | 15,000 | 25,995 | 173.30% |
| 347 56 80 Memberships | 185,000 | 21,460 | 11.60% | 130,000 | 15,000 | 11.54% |
| 347 56 90 Donations & Pledges | 15,000 | 12,082 | 80.55% | 15,000 | 4,768 | 31.79% |
| **Total Charges for Services** | $ 3,085,000 | $ 1,788,025 | 57.96% | $ 2,470,000 | $ 1,856,837 | 75.18% |
| **Grants** | | | | | | |
| 347 70 10 DCF/State Grant | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| **Total Grants** | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| **Miscellaneous Revenue** | | | | | | |
| 361 10 00 Interest Earning | $ 600 | $ 780 | 129.97% | $ 600 | $ 2,841 | 473.58% |
| 362 14 00 Rents and Royalties | 50,000 | 14,988 | 29.98% | 50,000 | 1,200 | 2.40% |
| 369 31 00 Reimb. of Expenditures | 110,000 | 39,385 | 35.80% | 100,000 | 1,606 | 1.61% |
| 369 70 00 Events | 20,000 | 4,085 | 20.43% | 25,000 | 2,250 | 9.00% |
| 369 89 00 Packaged Sales | 140,000 | 84,079 | 60.06% | 140,000 | 102,085 | 72.92% |
| 369 90 00 Miscellaneous Revenues | 6,000 | 155 | 2.59% | 3,000 | 175 | 5.84% |
| 369 95 00 Commission/Tips/Merch. | 6,500 | 2,238 | 34.44% | 5,000 | 2,928 | 58.56% |
| 369 96 00 Late Payment Charges | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 369 97 00 Capital Improvement Fee | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| **Total Miscellaneous Revenues** | $ 333,100 | $ 145,711 | 43.74% | $ 323,600 | $ 113,086 | 34.95% |
| **Other Resources** | | | | | | |
| 381 01 00 Transfer from General | $ 0 | $ 0 | 0.00% | $ 0 | $ 0 | 0.00% |
| 381 89 00 Transfer from Restricted Fund | 0 | 5,726 | 0.00% | 0 | 0 | 0.00% |
| 381 91 00 Transfer from FPRA | 450,000 | 450,000 | 100.00% | 450,000 | 450,000 | 100.00% |
| **Total Other Resources** | $ 450,000 | $ 455,726 | 101.27% | $ 450,000 | $ 450,000 | 100.00% |
| **TOTAL RESOURCES** | **$ 3,868,100** | **$ 2,389,461** | 61.77% | **$ 3,243,600** | **$ 2,419,923** | 74.61% |

| Fund Title: | Sunrise Theatre Fund | Department: | Sunrise Theatre |
|---|---|---|---|
| Fund/Division Number: | 406-4600-575 | Division: | |

| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|
| **Total Personnel Services** | $ 657,865 | $ 316,448 | 48.10% | $ 531,025 | $ 203,491 | 38.32% |
| **Total Operating Expense** | 3,742,735 | 2,216,194 | 59.21% | 3,247,575 | 2,130,187 | 65.59% |
| **Total Capital Outlay** | 2,500 | 5,755 | 0.00% | 0 | 1,877 | 0.00% |
| **Total Transfers** | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| **TOTAL APPROPRIATIONS** | **$ 4,403,100** | **$ 2,538,397** | 57.65% | **$ 3,778,600** | **$ 2,335,554** | 61.81% |

**CITY OF FORT PIERCE**
**BUILDING & CODE (420)**
**OPERATING STATEMENT**
**MARCH 31, 2019**
**2ND QUARTER-MARCH '18 to 2ND QUARTER-MARCH '19 COMPARISON**

| | 2ND QUARTER 3/31/2018 | 2ND QUARTER 3/31/2019 |
|---|---|---|
| ***OPERATING INCOME*** | | |
| LICENSE and PERMIT | $ 1,001,874 | $ 985,105 |
| CHARGES FOR SERVICES | 17,459 | 17,045 |
| MISCELLANEOUS | 21,463 | 30,837 |
| ***TOTAL OPERATING INCOME*** | $ 1,040,797 | $ 1,032,988 |
| ***OPERATING EXPENSES*** | | |
| PERSONAL SERVICES | $ 411,428 | $ 550,871 |
| ADMINISTRATIVE CHARGES | 64,008 | 64,310 |
| CONTRACTUAL FEES | 51,540 | 21,605 |
| DEPRECIATION | 486 | 31,243 |
| OTHER OPERATING EXPENSES | 147,412 | 116,173 |
| ***TOTAL OPERATING EXPENSES*** | $ 674,874 | $ 784,202 |
| **NET OPERATING INCOME (LOSS)** | $ 365,922 | $ 248,786 |
| ***NON-OPERATING REVENUES*** | | |
| INTEREST ON INVESTMENTS | $ 4,207 | $ 8,040 |
| TRANSFER FROM OTHER FUNDS | 0 | 156 |
| OTHER NON-OPERATING REVENUES | 0 | 0 |
| ***TOTAL NON-OPERATING REVENUES*** | $ 4,207 | $ 8,196 |
| ***NON-OPERATING EXPENSES*** | | |
| DEBT SERVICE | $ 0 | $ 0 |
| OTHER NON-OPERATING EXPENSES | 0 | 0 |
| TRANSFER-OUT | 0 | 0 |
| ***TOTAL NON-OPERATING EXPENSES*** | $ 0 | $ 0 |
| **NET NON-OPERATING INCOME (LOSS)** | $ 4,207 | $ 8,196 |
| ***NET INCOME (LOSS)*** | $ 370,130 | $ 256,982 |

| Fund Title: | Building & Code | Department: | Building Inspection |
|---|---|---|---|
| Fund/Division Number: | 420-2902-524 | Division: | |

| | | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|---|
| **Licenses and Permits** | | | | | | | |
| 322 10 | Permits-Building Dept. | $ 785,000 | $ 601,873 | 76.67% | $ 805,000 | $ 563,351 | 69.98% |
| 322 20 | Inspections | 15,000 | 8,054 | 53.69% | 15,000 | 8,008 | 53.39% |
| 322 90 | Other Permit Fees | 500,000 | 372,319 | 74.46% | 539,972 | 397,311 | 73.58% |
| 329 40 | Contractor's License | 55,000 | 19,629 | 35.69% | 55,000 | 16,436 | 29.88% |
| | **Total Licenses and Permits** | $ 1,355,000 | $ 1,001,874 | 73.94% | $ 1,414,972 | $ 985,105 | 69.62% |
| **Charge for Services** | | | | | | | |
| 341 40 | Cert.,Copying, Rcd. Search | $ 2,000 | $ 51 | 2.55% | $ 2,000 | $ 133 | 6.65% |
| 341 60 | Administration Fees | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| 341 61 | Demo & Flood Plain Mgmnt | 0 | 0 | 0.00% | 0 | 2,063 | 0.00% |
| 341 94 | Credti Card Process Fees | 20,000 | 17,408 | 87.04% | 20,000 | 14,849 | 74.25% |
| | **Total Charges for Service** | $ 22,000 | $ 17,459 | 0.00% | $ 22,000 | $ 17,045 | 0.00% |
| **Fines & Forfeits** | | | | | | | |
| 354 60 | Unlicensed Contracting | $ 3,000 | $ 0 | 0.00% | $ 18,000 | $ 0 | 0.00% |
| | **Total Fines & Forfeits** | $ 3,000 | $ 0 | 0.00% | $ 18,000 | $ 0 | 0.00% |
| **Miscellaneous Revenue** | | | | | | | |
| 361 10 | Interest on Investments | $ 0 | $ 4,207 | 0.00% | $ 0 | $ 8,196 | 0.00% |
| 369 00 | Miscellaneous Revenues | 16,000 | 21,463 | 134.15% | 21,000 | 30,837 | 146.84% |
| | **Total Miscellaneous Revenues** | $ 16,000 | $ 25,670 | 0.00% | $ 21,000 | $ 39,033 | 0.00% |
| | Appropriated Retained Earnings | 109,102 | $ 0 | 0.00% | 222,170 | $ 0 | 0.00% |
| | **TOTAL RESOURCES** | **$ 1,505,102** | **$ 1,045,004** | **69.43%** | **$ 1,698,142** | **$ 1,041,184** | **61.31%** |

| Fund Title: | Building & Code | Department: | Building Inspection |
|---|---|---|---|
| Fund/Division Number: | 420-2902-524 | Division: | |

| | 2017/18 Adopted | 2017/18 Actual | Yr. Lapse 50% | 2018/19 Adopted | 2018/19 Actual | Yr. Lapse 50% |
|---|---|---|---|---|---|---|
| **Total Personnel Services** | $ 1,151,402 | $ 411,428 | 35.73% | $ 1,255,855 | $ 550,871 | 43.86% |
| **Total Operating Expense** | 353,700 | 263,446 | 74.48% | 365,372 | 233,331 | 63.86% |
| **Total Capital Outlay** | 0 | 151,000 | 0.00% | 72,500 | 59,676 | 82.31% |
| **Total Non-Operating** | 5,277 | 0 | 0.00% | 5,387 | 0 | 0.00% |
| **TOTAL APPROPRIATIONS** | **$ 1,510,379** | **$ 674,875** | 44.68% | **$ 1,699,114** | **$ 843,878** | 49.67% |

**FORT PIERCE REDEVELOPMENT FUND**
**OPERATING FUND**
**2ND Quarter Report**
**March 31, 2019**

**CASH AND INVESTMENT REPORT**

| | |
|---|---|
| October 1, Estimated Beg. Available Resources | 328,200 |
| Revenues | 6,889,477 |
| Available Resources | 7,217,677 |
| Expenditures | 6,143,750 |
| **Current Available Resources** | **1,073,927** |

| FPRA Operating Resources and Uses | Budget | Budget Adjust. | Revised Budget | Expended | Balance |
|---|---|---|---|---|---|
| Current Resousces Available for Operating | | | | | **1,073,927** |
| Plus Unrealized Revenue: | | | | | |
| 303 Leases | | | | | 82,917 |
| **Total Unrealized Revenue** | | | | | **82,917** |
| **Estimated Resources Available For Operating** | | | | | **1,156,844** |
| Less Outstanding Expenditures: | | | | | |
| 501 Personnel Services | 0 | 0 | 0 | 0 | 0 |
| 502 Operating Expenditures | 492,261 | 0 | 492,261 | 435,793 | 56,468 |
| 503 Capital Outlay | 0 | 0 | 0 | 81,091 | (81,091) |
| 504 Total Grants-Private Organ. | 370,000 | 0 | 370,000 | 0 | 370,000 |
| 505 Transfers | 5,171,866 | 0 | 5,171,866 | 5,176,867 | (5,001) |
| 506 Sunrise Theatre | 450,000 | 0 | 450,000 | 450,000 | 0 |
| **Categories Balances** | 6,484,127 | 0 | 6,484,127 | 6,143,750 | **340,377** |
| **Projected Resources Over (Short)** | | | | | **816,467** |

**FORT PIERCE REDEVELOPMENT FUND**
**OPERATING FUND**
**2ND Quarter Report**
**March 31, 2019**

**TRANSFERS FROM GENERAL**

| | | |
|---|---|---|
| Fiscal Year: | | |
| | 2011 | 1,319,504 |
| | 2012 | 1,129,036 |
| | 2013 | 1,410,793 |
| | 2014 | 1,689,274 |
| | 2015 | 1,470,701 |
| | 2016 | 1,676,422 |
| | 2017 | 737,543 |
| | 2018 | 550,967 |
| Total Transfers | | 9,984,240 |
| Plus | | |
| Additions: | | |
| Land Purchase for Beach Parking | | 820,000 |
| Less: | | |
| Reductions: | | |
| Seaway Drive Roundabout (Days Inn Sight) | | (1,488,000.00) |
| Transfer to General | | (600,000.00) |
| Total Reductions | | (2,088,000.00) |
| **Total Due General Fund** | | **8,716,240** |

**City of Fort Pierce**
**Financial Position/Resources and Uses**
**March 31, 2019**
**2nd Quarter Fiscal 2019**

| | 001 General | 401 Marina | 402 Solid Waste | 405 Golf Course | 406 Sunrise Theatre | 420 Building Code |
|---|---|---|---|---|---|---|
| **Estimated Avail. Resources Sept. 30, 2018** | **9,650,552** | **450,427** | **1,554,235** | **(368,750)** | **(973,509)** | **1,388,967** |
| **Less:** | | | | | | |
| **10% Budget Reserve** | (3,890,961) | | | | | |
| **2019 Budget Appropriation** | (836,909) | (797,594) | (419,775) | 0 | 0 | (222,170) |
| **10/01/2018 Unrestricted Resources** | **4,922,682** | **(347,167)** | **1,134,460** | **(368,750)** | **(973,509)** | **1,166,797** |
| **2nd Quarter Revenues** | 24,076,907 | 2,030,647 | 3,801,581 | 742,582 | 2,419,922 | 1,041,184 |
| **2019 Budget Appropriation** | 836,909 | 797,594 | 419,775 | 0 | 0 | 222,170 |
| **2020 Budget Appropriation** | (600,000) | 0 | 0 | 0 | 0 | 0 |
| **10/01/18 thru 3/31/19 Resources** | 24,313,816 | 2,828,241 | 4,221,356 | 742,582 | 2,419,922 | 1,263,354 |
| **2nd Quarter Expenses** | 19,791,452 | 2,388,249 | 3,602,502 | 797,797 | 2,335,554 | 843,878 |
| **Less Accum. Depreciation** | 0 | (558,809) | (243,814) | (67,674) | (273,099) | (31,243) |
| **Total Uses** | 19,791,452 | 1,829,441 | 3,358,688 | 730,124 | 2,062,455 | 812,635 |
| **FY 2019 Net Resources** | **4,522,364** | **998,801** | **862,668** | **12,458** | **357,467** | **450,719** |
| **Total Resources Available** | **9,445,045** | **651,634** | **1,997,128** | **(356,292)** | **(616,042)** | **1,617,516** |

**City of Fort Pierce**
**Urban Redevelopment**
**Financial Position/Resources and Uses**
**March 31, 2019**
**2nd Quarter Fiscal 2019**
***

| | 104 CRA | 103 CDBG | 105 SHIP | 106 Grant HHR | 100 Restrict Rev Fund | 102 Law Enforce Trust |
|---|---|---|---|---|---|---|
| **Estimated Avail. Resource Sept. 30, 2018** | **328,200** | **749,867** | **150,981** | **1,016,482** | **4,925,249** | **99,986** |
| **Less:** | | | | | | |
| **Reserve** | | | | | | |
| **Budget Appropriation** | | | | | | |
| **10/01/2018 Restricted (***) and Unrestricted Resources** | **328,200** | **749,867** | **150,981** | **1,016,482** | **4,925,249** | **99,986** |
| **2nd Quarter Revenues** | 6,889,477 | 133,805 | 753,145 | 47,656 | 913,675 | 727 |
| **10/01/18 thru 3/31/19 Resources** | 6,889,477 | 133,805 | 753,145 | 47,656 | 913,675 | 727 |
| **2nd Quarter Expenses** | 6,143,750 | 207,830 | 543,320 | 746,642 | 626,380 | 1,016 |
| **Total Uses** | 6,143,750 | 207,830 | 543,320 | 746,642 | 626,380 | 1,016 |
| **FY 2019 Net Resources** | **745,727** | **(74,025)** | **209,825** | **(698,986)** | **287,295** | **(289)** |
| **Total Resources Available** | **1,073,927** | **675,842** | **360,806** | **317,496** | **5,212,544** | **99,698** |

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

**Meeting Date:** 05/06/2019

**Re:** Purchase 20 desktops and 62 laptops through Dell Marketing L.P.

**Submitted For:** Jason Braun, Acting Lieutenant , Police Department

---

**SUBJECT:**

Approval to Purchase 20 desktops ($932.00 per unit) and 62 laptops ($1,662.00 per unit) from Dell Marketing L.P. for a total cost not to exceed $121,684.00 through US Communities IT Products & Services Contract # WNG08AGW.

**SUMMARY:**

The Fort Pierce Police Department is requesting approval to purchase 20 Dell desktop computers and 62 Dell rugged laptops through Dell Marketing L.P. for a total cost of $121,684.00. These computers are need to replace unserviceable and existing computers which have past their serviceable life. The purchase $121,684.00 will be funded by the following:
$32,942.00 from the Justice Assistance Grant - 2018-JAGC
$26,749.00 from the Justice Assistance Grant – 2018-DJ-BX-0844
$22, 957.00 from the Justice Assistance Grant – 2017-DJ-BX-0803
$39,036.00 from account 001.3002.521.6410

**RECOMMENDATION:**

Staff recommends approval of this purchase request.

**ALTERNATIVES:**

The alternative is to deny approval of this purchase request which will create a shortage of computers for Officers and Support Staff.

**RESPONSIBLE STAFF:**

Jason Braun, Acting Lieutenant , Police Department

**COORDINATED WITH:**

Jason Braun, Acting Lieutenant , Police Department

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**Fiscal Impact**

| | |
|---|---|
| **Budgeted Y/N:** | N |
| **Fiscal Year:** | 2019 |
| **Account:** | 001.3002.521.6410 |
| **Amount:** | 121,684.00 |

**OTHER INFORMATION:**

The purchase $121,684.00 will be funded by the following:
$32,942.00 from the Justice Assistance Grant - 2018-JAGC
$26,749.00 from the Justice Assistance Grant – 2018-DJ-BX-0844
$22, 957.00 from the Justice Assistance Grant – 2017-DJ-BX-0803
$39,036.00 from account 001.3002.521.6410

## Attachments

Dell Quote

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Linda Cox | 03/12/2019 03:35 PM |
| Finance Department | Karen Logue | 03/18/2019 04:28 PM |
| Finance Department | Johnna Morris | 04/10/2019 10:28 AM |
| Finance Department | Johnna Morris | 04/25/2019 08:43 AM |
| City Manager | Nick Mimms | 04/26/2019 09:38 AM |
| Form Started By: Jason Braun | | Started On: 02/27/2019 01:40 PM |
| Final Approval Date: 04/26/2019 | | |

# A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

| | | | |
|---|---|---|---|
| **Quote No.** | **3000036894093.1** | Sales Rep | Luke Alaback |
| **Total** | **$121,684.00** | Phone | (800) 456-3355, 5139886 |
| Customer # | 24588867 | Email | Luke_Alaback@Dell.com |
| Quoted On | Apr. 16, 2019 | **Billing To** | ALFONSO FERNANDEZ<br>FT PIERCE POLICE DEPT<br>920 SOUTH US1<br>FORT PIERCE, FL 34950 |
| Expires by | May. 16, 2019 | | |
| Deal ID | 17163636 | | |

**Message from your Sales Rep**

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Luke Alaback

## Shipping Group

**Shipping To**

ALFONSO FERNANDEZ
FT PIERCE POLICE DEPT
920 SOUTH US1
FORT PIERCE, FL 34950
(772) 467-6816

**Shipping Method**

Standard Delivery

| Product | Unit Price | Qty | Subtotal |
|---|---|---|---|
| **Dell Latitude 5424** | **$1,662.00** | **62** | **$103,044.00** |
| **OptiPlex 7060 SFF** | **$932.00** | **20** | **$18,640.00** |


Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

| | |
|---|---|
| **Subtotal:** | **$121,684.00** |
| **Shipping:** | **$0.00** |
| **Non-Taxable Amount:** | **$121,684.00** |
| **Taxable Amount:** | **$0.00** |
| **Estimated Tax:** | **$0.00** |
| **Total:** | **$121,684.00** |

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.


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## Shipping Group Details

**Shipping To**

ALFONSO FERNANDEZ
FT PIERCE POLICE DEPT
920 SOUTH US1
FORT PIERCE, FL 34950
(772) 467-6816

**Shipping Method**

Standard Delivery

---

| | | Qty | Subtotal |
|---|---|---|---|
| **Dell Latitude 5424**<br>Estimated delivery if purchased today:<br>May. 08, 2019<br>Contract # WN08AGW<br>Customer Agreement # 43211500-WSCA-15-ACS | **$1,662.00** | **62** | **$103,044.00** |

| Description | SKU | Unit Price | Qty | Subtotal |
|---|---|---|---|---|
| Dell Latitude 5424 Rugged, CTO | 210-AQPY | - | 62 | - |
| 8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz,15W, vPro) | 379-BDHC | - | 62 | - |
| Win 10 Pro 64 English, French, Spanish | 619-AHKN | - | 62 | - |
| Microsoft(R) Office 30 Days Trial | 658-BCSB | - | 62 | - |
| Intel Core i5-8350U Processor Base with Integrated Intel UHD 620 Graphics | 338-BPVI | - | 62 | - |
| No Out-of-Band Systems Management | 631-ABWH | - | 62 | - |
| 8GB, 2x4GB, 2400MHz DDR4 Non-ECC | 370-AEMN | - | 62 | - |
| M.2 256GB PCIe NVMe Class 40 Solid State Drive | 400-BBTW | - | 62 | - |
| No AutoPilot | 340-CKSZ | - | 62 | - |
| No Additional Hard Drive | 401-AADF | - | 62 | - |
| No Additional Hard Drive | 401-AADF | - | 62 | - |
| Primary HD Only, 5424 | 590-TEYH | - | 62 | - |
| 14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch | 391-BDXO | - | 62 | - |
| No Camera or Microphone | 319-BBGG | - | 62 | - |
| Regulatory Label for Keyboard | 389-DOPO | - | 62 | - |
| Sealed Internal RGB Backlit English Keyboard | 580-ABYR | - | 62 | - |
| Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1 Driver | 555-BEPD | - | 62 | - |
| Qualcomm® QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.2 | 555-BCMW | - | 62 | - |
| No Mobile Broadband Card | 362-BBBB | - | 62 | - |
| 3 Cell 51Whr ExpressCharge Capable Battery | 451-BCHG | - | 62 | - |
| 90 Watt AC Adapter | 492-BCNQ | - | 62 | - |
| Dell Top Case and Palmrest with Security | 346-BEVF | - | 62 | - |
| RFID Module Label | 389-DOOP | - | 62 | - |
| RFID Module Label | 389-DOQY | - | 62 | - |
| No Anti-Virus Software | 650-AAAM | - | 62 | - |


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| | | | | |
|---|---|---|---|---|
| OS-Windows Media Not Included | 620-AALW | - | 62 | - |
| Dummy Airbay Cover | 325-BDEH | - | 62 | - |
| TPM Enabled | 340-AJPV | - | 62 | - |
| System Driver, Dell Latitude 5424 | 640-BBRP | - | 62 | - |
| Dell Developed Recovery Environment | 658-BCUV | - | 62 | - |
| US Order | 332-1286 | - | 62 | - |
| No Option Included | 340-ACQQ | - | 62 | - |
| Energy Star Certified | 387-BBNJ | - | 62 | - |
| Intel(R) Core(TM) i5 Processor Label | 389-BLSV | - | 62 | - |
| BTO Standard shipment Air | 800-BBGF | - | 62 | - |
| Safety/Environment and Regulatory Guide (English/Spanish) | 340-AGIN | - | 62 | - |
| Shuttle SHIP Material | 328-BCXL | - | 62 | - |
| Directship Info Mod | 340-CKTD | - | 62 | - |
| No Additional IO Ports | 590-TEYX | - | 62 | - |
| Regulatory Label included | 389-BEYY | - | 62 | - |
| Factory Installed Rigid handle tied sku | 540-BCIH | - | 62 | - |
| No UPC Label | 389-BDCE | - | 62 | - |
| No Resource DVD / USB | 430-XXYG | - | 62 | - |
| No Optical Drive | 429-AAYP | - | 62 | - |
| E5 Power Cord (US) | 537-BBBD | - | 62 | - |
| Dedicated u-blox NEO-MQN GPS Card | 540-BCIG | - | 62 | - |
| CMS Software not included | 632-BBBJ | - | 62 | - |
| Express Card Slot with Security Bundle | 590-TEYW | - | 62 | - |
| Setup and Features Guide | 340-CHMZ | - | 62 | - |
| Dell Limited Hardware Warranty Initial Year | 808-6805 | - | 62 | - |
| Mail In Service after Remote Diagnosis, 3 Years | 808-6806 | - | 62 | - |
| Dell Managed Deployment, DMS AST-RCVRY SVCS LSNT,NODISPATCH | 985-9419 | - | 62 | - |

**OptiPlex 7060 SFF** **$932.00** **Qty 20** **Subtotal $18,640.00**

Estimated delivery if purchased today:
Apr. 19, 2019
Contract # WN08AGW
Customer Agreement # 43211500-WSCA-15-ACS

| Description | SKU | Unit Price | Qty | Subtotal |
|---|---|---|---|---|
| OptiPlex 7060 Small Form Factor BTX | 210-AOKT | - | 20 | - |
| Intel Core i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux | 338-BNZW | - | 20 | - |
| Win 10 Pro 64 English, French, Spanish | 619-AHKN | - | 20 | - |
| Microsoft(R) Office 30 Days Trial | 658-BCSB | - | 20 | - |
| Dell Data Protection Encryption Personal Edition Digital Delivery | 421-9984 | - | 20 | - |
| Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 1 Year | 954-3455 | - | 20 | - |
| 16GB 2X8GB DDR4 2666MHz UDIMM Non-ECC | 370-AEBG | - | 20 | - |
| ODD Bezel, Small Form Factor | 325-BCXP | - | 20 | - |
| 8x DVD+/-RW 9.5mm Optical Disk Drive | 429-ABFH | - | 20 | - |


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| | | | | |
|---|---|---|---|---|
| No Additional Hard Drive | 401-AANH | - | 20 | - |
| Intel Integrated Graphics, Dell OptiPlex | 490-BBFG | - | 20 | - |
| No Media Card Reader | 379-BBHM | - | 20 | - |
| M.2 256GB PCIe NVMe Class 40 Solid State Drive | 400-AWFT | - | 20 | - |
| Thermal Pad | 412-AAMK | - | 20 | - |
| M2X3.5 Screw for SSD/DDPE | 773-BBBC | - | 20 | - |
| No Wireless LAN Card | 555-BBFO | - | 20 | - |
| No Wireless LAN Card | 555-BBFO | - | 20 | - |
| No PCIe add-in card | 492-BBFF | - | 20 | - |
| OptiPlex 7060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze) | 329-BDSO | - | 20 | - |
| Black Dell KB216 Wired Multi-Media Keyboard English | 580-ADJC | - | 20 | - |
| Black Dell MS116 Wired Mouse | 275-BBBW | - | 20 | - |
| No Cove | 320-BCGK | - | 20 | - |
| NO ADAPTER | 470-AAJL | - | 20 | - |
| Not selected in this configuration | 817-BBBC | - | 20 | - |
| No Integrated Stand option | 575-BBBI | - | 20 | - |
| SupportAssist | 525-BBCL | - | 20 | - |
| Dell(TM) Digital Delivery Cirrus Client | 640-BBLW | - | 20 | - |
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) | 658-BBMR | - | 20 | - |
| Waves Maxx Audio | 658-BBRB | - | 20 | - |
| Dell Developed Recovery Environment | 658-BCUV | - | 20 | - |
| SW for 7060 with Win10 OS | 658-BDVV | - | 20 | - |
| OS-Windows Media Not Included | 620-AALW | - | 20 | - |
| Energy Star | 387-BBLW | - | 20 | - |
| NO RAID | 817-BBBN | - | 20 | - |
| No Additional Network Card Selected (Integrated NIC included) | 555-BBJO | - | 20 | - |
| Fixed Hardware Configuration | 998-CZBE | - | 20 | - |
| No Hard Drive Bracket for Small Form Factor, Dell OptiPlex | 575-BBKX | - | 20 | - |
| Documentation, English, French, Spanish, Dell OptiPlex 7060 Small Form Factor | 340-CDYX | - | 20 | - |
| No Anti-Virus Software | 650-AAAM | - | 20 | - |
| CMS Essentials DVD no Media | 658-BBTV | - | 20 | - |
| TPM Enabled | 329-BBJL | - | 20 | - |
| EPA Regulatory Label | 389-CXGG | - | 20 | - |
| 8th Gen Intel Core i7 vPro processor label | 389-CGJM | - | 20 | - |
| System Power Cord (Philipine/TH/US) | 450-AAOJ | - | 20 | - |
| Safety/Environment and Regulatory Guide (English/French Multi-language) | 340-AGIK | - | 20 | - |
| Retail POD | 389-BDQH | - | 20 | - |
| No CompuTrace | 461-AABF | - | 20 | - |
| No Intel Responsive | 551-BBBJ | - | 20 | - |


Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

| | | | | |
|---|---|---|---|---|
| Intel vPro Technology Enabled | 631-ABQQ | - | 20 | - |
| US Order | 332-1286 | - | 20 | - |
| Ship Material for OptiPlex Small Form Factor | 340-CDWZ | - | 20 | - |
| Shipping Label for DAO | 389-BBUU | - | 20 | - |
| No Additional Video Ports | 492-BCKH | - | 20 | - |
| Desktop BTO Standard shipment | 800-BBIO | - | 20 | - |
| Dell Limited Hardware Warranty Plus Service | 812-3886 | - | 20 | - |
| Onsite/In-Home Service After Remote Diagnosis 3 Years | 812-3887 | - | 20 | - |
| Keep Your Hard Drive, 3 Year | 984-0092 | - | 20 | - |

| | |
|---|---|
| **Subtotal:** | **$121,684.00** |
| **Shipping:** | **$0.00** |
| **Estimated Tax:** | **$0.00** |
| **Total:** | **$121,684.00** |


Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

# Important Notes

## Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale , which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at https://boomi.com/msa.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at https://www.secureworks.com/eula/eula-us.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

## Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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

**Meeting Date:** 05/06/2019

**Re:** Carriage Pointe Letter of Credit transfer

**SUBJECT:**

Approval of amendment to Letters of Credit No. BOK19SDP02579 and BOK19SDP02577 for Carriage Pointe Land Investors, LLC as a result of the acquisition of the original financial institution.

**SUMMARY:**

On September 5, 2018, the City received two (2) Irrevocable Standby Letters or Credit from the Colorado Business Bank as part of their Development Agreement. The issuing bank has been acquired by BOK Financial and has provided an amendment to the letter of credit in the same amount issued by the new financial institution.

**RECOMMENDATION:**

Approve the amendments.

**ALTERNATIVES:**

Seek alternative security for the project.

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Planning Department
Finance Department

**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

**Attachments**

Memo

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 09:41 AM |
| City Manager | Nick Mimms | 04/30/2019 03:47 PM |

Form Started By: Linda Cox Started On: 04/10/2019 04:15 PM

Final Approval Date: 04/30/2019

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: BRANDON C. CREAGAN, LEED GREEN ASSOCIATE, PLANNER

FROM: Peter Sweeney, City Attorney

RE: Amendment to Standby Letter of Credit for the Carriage Point Planned Development

CAO RLS File: No. 19-68

DATE: April 4, 2019

I have reviewed the Request for Legal Services related to the Amendment to Standby Letter of Credit for the Carriage Point Planned Development. The modifications to the Letter of Credit are legally acceptable. It does not appear that this document requires the City Attorney's Office approval as to Form and Correctness. Therefore, unless it is found to be necessary, there is no need for my office to provide final approval as to Form and Correctness.

If you have any further questions, please contact this office via phone or email.

Thank you.

PS/mm

cc: Nicholas C. Mimms, P.E., City Manager
Rebbecca Grohall, AICP, Planning Director
Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

RECEIVED
APR 02 2019
By

**CITY ATTORNEY USE ONLY**

| | |
|---|---|
| Date Received: | |
| Assigned To: | |
| File: | 19:68 |
| Due Date: | |
| Hours: | |

**REQUEST FOR LEGAL SERVICES**

**TO:** PETE SWEENEY, CITY ATTORNEY

**SUBMITTED BY:** BRANDON C. CREAGAN, LEED GREEN ASSOCIATE, PLANNER BCC

**THROUGH:** REBECCA GROHALL, AICP, PLANNING DIRECTOR BG for RGrohall

**CITY MANAGER AUTHORIZATION:** NICHOLAS C. MIMMS, P.E., CITY MANAGER

**RE:** AMENDMENT TO STANDBY LETTER OF CREDIT FOR THE CARRIAGE POINT PLANNED DEVELOPMENT

**DATE:** MARCH 28, 2019

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

**Review Documents** **Draft Document** **Written Opinion Requested**

**Attend Meetings** **Advise** **Other:** _____

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

1. **Brief statement of the nature of the request or problem:** On September 5, 2018 the representative Lee Dobbins for the Carriage Point Planned Development presented the City with an Amended and Restated Development Agreement. Along with that Amended and Restated Development Agreement came two (2) Irrevocable Standby Letters of Credit from the Colorado Business Bank. The developer's bank has been acquired by BOK Financial and have thus provided an amendment to standby letter of credit under the name of the new financial institution.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** Not Applicable

3. **Time considerations and their significance:** The letters of credit under consideration are replacing existing letters of credit due to a change in the financial institution. Review and approval of these replacement letters of credit are requested by Friday, April 5, 2019.

4. **Are City funds required?** City funds are not required with this action.

5. **Factual background:**

   On September 5, 2018 the representative Lee Dobbins for the Carriage Point Planned Development presented the City with an Amended and Restated Development Agreement. Along with that Amended and Restated Development Agreement came two (2) Irrevocable Standby Letters of Credit from the Colorado Business Bank. The developer's bank has been acquired by BOK Financial and have thus provided an

amendment to standby letter of credit under the name of the new financial institution. The first letter of credit is for $468,295.11 and the second letter of credit is for $103,011.70.

6. List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.): Irrevocable Standby Letters of Credit (Colorado Business Bank Oct/2018), Amendment to Standby Letters of Credit (BOK Financial March/2019), Irrevocable Standby Letter of Credit (Colorado Business Bank Sep/2016), Amended and Restated Development Agreement

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:** The City Attorney's Office has reviewed past Letters of Credit.

8. **If this is a request for review of a contract, provide the following:** Not Applicable

**The Planning Department is the project management team for this item.**

| CITY ATTORNEY USE ONLY | | | |
|---|---|---|---|
| **Routed for Review** | **Date** | **Response Deadline** | **Response** |
| | | | |

**Attachments:**

Irrevocable Standby Letter of Credit (Colorado Business Bank Oct/2016)
Irrevocable Standby Letter of Credit (Colorado Business Bank Sep/2018)
Letters of Credit (BOK Financial March/2019)
Amended and Restated Development Agreement

BOK FINANCIAL

BOKF, NA

03/25/19

Beneficiary: CITY COMMISSION
CITY OF FORT PIERCE, FLORIDA

RE: BOKF, NA LC REF: BOK19SDP02577, COBIZ LC REFERENCE: 2114

Applicant: CARRIAGE POINTE LAND INVESTORS LLC

The above mentioned letter of credit is hereby amended as per the attached amendment.

Please acknowledge your receipt and acceptance or rejection of this amendment to our letter of credit No. BOK19SDP02577 by signing this letter, emailing it to us at tradefinance@bokf.com or faxing it to us at 918-588-6026.

This amendment will become operative only upon receipt of your acceptance.

Your prompt response will be GREATLY APPRECIATED.

Regards,

International Department,
Letters of Credit
Telephone: (918) 588-6649
Fax: (918) 588-6026
EMAIL: TRADEFINANCE@BOKF.COM

Circle one:

Approved -or- Rejected

_____
Authorized Signature and Date
CITY COMMISSION
CITY OF FORT PIERCE, FLORIDA

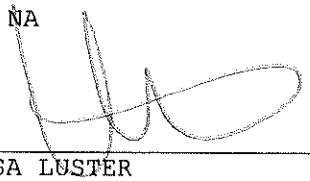
BOK FINANCIAL



THE ORIGINAL CREDIT AND ALL AMENDMENTS MUST BE PRESENTED WITH ANY DRAW UNDER THIS LETTER OF CREDIT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
PLEASE QUOTE OUR REFERENCE BOK19SDPC2579 ON ALL FUTURE COMMUNICATION.

BOKF, NA



MELISSA LUSTER
VP, INTL OPERATIONS

BOK FINANCIAL

BOKF, NA

03/25/19

Beneficiary: CITY COMMISSION
CITY OF FORT PIERCE, FLORIDA

RE: BOKF, NA LC REF: BOK19SDP02579, COBIZ LC REFERENCE: 2113

Applicant: CARRIAGE POINTE LAND INVESTORS LLC

The above mentioned letter of credit is hereby amended as per the attached amendment.

Please acknowledge your receipt and acceptance or rejection of this amendment to our letter of credit No. BOK19SDP02579 by signing this letter, emailing it to us at tradefinance@bokf.com or faxing it to us at 918-588-6026.

This amendment will become operative only upon receipt of your acceptance.

Your prompt response will be GREATLY APPRECIATED.

Regards,

International Department,
Letters of Credit
Telephone: (918) 588-6649
Fax: (918) 588-6026
EMAIL: TRADEFINANCE@BOKF.COM

Circle one:

Approved -or- Rejected

_____
Authorized Signature and Date
CITY COMMISSION
CITY OF FORT PIERCE, FLORIDA

BOK FINANCIAL

BOKF, NA
ONE WILLIAMS CENTER - PLAZA EAST
ATTN: INTERNATIONAL DEPT.
TULSA, OK 74172

AMENDMENT TO STANDBY LETTER OF CREDIT

BOKF, NA REFERENCE NUMBER: BOK19SDP02579
COBIZ REFERENCE NUMBER: 2113
DATE OF AMENDMENT: 03/25/19

BENEFICIARY:
CITY COMMISSION
CITY OF FORT PIERCE, FLORIDA
100 NORTH U.S. 1
FORT PIERCE, FLORIDA 34950

APPLICANT:
CARRIAGE POINTE LAND INVESTORS LLC
5460 SO QUEBEC ST. STE #110
GREENWOOD VILLAGE, CO 80111

IN THE CURRENT AMOUNT OF: $103,011.70
CURRENT EXPIRATION DATE: 10/29/19
FULL AND FINAL EXPIRATION DATE: 10/29/21

GENTLEMEN:

PLEASE BE ADVISED THAT DUE TO THE ACQUISITION OF COBIZ FINANCIAL BY BOK FINANCIAL THE ABOVE MENTIONED LETTER OF CREDIT IS AMENDED AS FOLLOWS:

+THE NAME AND ADDRESS OF THE ISSUING BANK HAS BEEN CHANGED TO:
BOKF, NA
ONE WILLIAMS CENTER - PLAZA EAST
ATTN: INTERNATIONAL DEPT.
TULSA, OK 74172
PHONE: 918-588-6649
FAX: 918-588-6026
EMAIL: TRADEFINANCE@BOKF.COM

+DRAFTS NOW TO BE DRAWN ON BOKF, NA AND MARKED "DRAWN UNDER BOKF, NA LETTER OF CREDIT NO. BOK19SDP02579."

+PRESENTATION OF DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE MADE TO BOKF, NA AT THE ADDRESS INDICATED ABOVE.

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED LETTER OF CREDIT AND MUST BE ATTACHED THERETO.

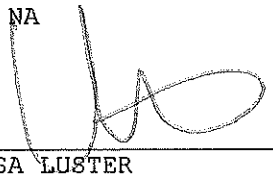
BOK FINANCIAL



THE ORIGINAL CREDIT AND ALL AMENDMENTS MUST BE PRESENTED WITH ANY DRAW UNDER THIS LETTER OF CREDIT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
PLEASE QUOTE OUR REFERENCE BOK19SDP02577 ON ALL FUTURE COMMUNICATION.

BOKF, NA



MELISSA LUSTER
VP, INTL OPERATIONS

BOK FINANCIAL

BOKF, NA
ONE WILLIAMS CENTER - PLAZA EAST
ATTN: INTERNATIONAL DEPT.
TULSA, OK 74172

AMENDMENT TO STANDBY LETTER OF CREDIT

BOKF, NA REFERENCE NUMBER: BOK19SDP02577
COBIZ REFERENCE NUMBER: 2114
DATE OF AMENDMENT: 03/25/19

BENEFICIARY:
CITY COMMISSION
CITY OF FORT PIERCE, FLORIDA
100 NORTH U.S. 1
FORT PIERCE, FLORIDA 34950

APPLICANT:
CARRIAGE POINTE LAND INVESTORS LLC
5460 SO QUEBEC ST. STE #110
GREENWOOD VILLAGE, CO 80111

IN THE CURRENT AMOUNT OF: $468,295.11
CURRENT EXPIRATION DATE: 10/29/19
FULL AND FINAL EXPIRATION DATE: 10/29/21

GENTLEMEN:

PLEASE BE ADVISED THAT DUE TO THE ACQUISITION OF COBIZ FINANCIAL BY BOK FINANCIAL THE ABOVE MENTIONED LETTER OF CREDIT IS AMENDED AS FOLLOWS:

+THE NAME AND ADDRESS OF THE ISSUING BANK HAS BEEN CHANGED TO:
BOKF, NA
ONE WILLIAMS CENTER - PLAZA EAST
ATTN: INTERNATIONAL DEPT.
TULSA, OK 74172
PHONE: 918-588-6649
FAX: 918-588-6026
EMAIL: TRADEFINANCE@BOKF.COM

+DRAFTS NOW TO BE DRAWN ON BOKF, NA AND MARKED "DRAWN UNDER BOKF, NA LETTER OF CREDIT NO. BOK19SDP02577."

+PRESENTATION OF DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE MADE TO BOKF, NA AT THE ADDRESS INDICATED ABOVE.

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED LETTER OF CREDIT AND MUST BE ATTACHED THERETO.

Returned to Lee Robbins
11/13/18

Colorado Business Bank
CoBiz Financial

301 University Blvd.
Denver, CO 80206
Main 303.291.2940
cobizbank.com

**AMENDMENT OF**
**IRREVOCABLE STANDBY LETTER OF CREDIT**

Letter of Credit Number: 1928

Date: September 30, 2016

| | |
|---|---|
| Beneficiary Name: | City of Fort Pierce, Florida |
| Address: | 100 North U.S. 1 |
| City, State, Zip Code: | Fort Pierce, Florida 34950 |
| Applicant Name: | Carriage Pointe Land Investors LLC |
| Address: | 201 Jackson Street |
| City, State, Zip Code: | Denver, Colorado 80206 |

This amendment is attached and made part of the original Irrevocable Standby Letter of Credit Number 1928. Except as amended hereby, the terms and conditions of the original Irrevocable Standby Letter of Credit Number 1928 are in full force and effect.

We hereby agree to amend Irrevocable Standby Letter of Credit Number 1928 as follows:

Expiry Date has been extended to September 30, 2017

We hereby agree with you that drafts drawn under and in accordance with the terms of this letter of credit will be duly honored upon presentation of drafts(s) and required document(s) at our office no later than the close of business (3:00 Mountain Time) at 821 17th St., Loan Operations Department 3rd floor, Denver, Colorado 80202, U.S.A. on or before the expiry date of this letter of credit.

Unless otherwise expressly stated, this letter of credit and all negotiations hereunder are subject to the International Standby Practices ISP98, as published by the International Chamber of Commerce Publication No. 590, and, to the extent not inconsistent therewith, the laws of the State of Colorado.

Please direct any inquiries with regard to this Letter of Credit to Colorado Business Bank, Loan Operations Department, 821 17th Street, Denver, CO 80202 (303)293-2265.

Colorado Business Bank

George Love, Jr., Senior Vice President

12/6/16 Dana

Colorado Business Bank
CoBiz Financial

301 University Blvd.
Denver, CO 80206
Main 303.291.2940
cobizbank.com

December 6, 2016

City of Fort Pierce, Florida
100 North U.S. 1
Fort Pierce, Florida 34950

Re: Carriage Pointe Land Investors LLC (Letter of Credit #1928)

Dear Beneficiary:

This letter is just to confirm that Letter of Credit # 1928 has been amended to reflect a new expiration date of September 30, 2017.

The original Letter of Credit had an expiration date of September 30, 2016. Originally, it was thought that the original Letter of Credit automatically renewed for one-year intervals; however, it was learned that the attached amendment did need to be completed.

Should you have questions relating to this matter, please feel free to contact me at the number below.

Kindest Regards,

George Love Jr.

George Love Jr., SVP
Colorado Business Bank
Phone: (303) 291-2942
Fax: (303) 298-4312
glove@cobizbank.com

DEC 06 2016

Colorado Business Bank
CoBiz Financial

**IRREVOCABLE STANDBY LETTER OF CREDIT**

301 University Blvd.
Denver, CO 80206
Main 303.321.4102
Fax 303.291.2999
cobizbank.com

City Commission
City of Fort Pierce, Florida
100 North U.S. 1
Fort Pierce, Florida 34950

Re : Irrevocable Letter of Credit No: 1928

AMOUNT: USD $778,073.00 (Seven Hundred Seventy-Eight Seventy-Three and 00/100 United States Dollars)
DATE OF EXPIRY: September 30, 2016
PLACE OF EXPIRY: Our counters

To the City of Fort Pierce, Florida:

By order of Carriage Pointe Land Investors LLC, we, Colorado Business Bank, hereby establish an Irrevocable Letter of Credit in favor of the City of Fort Pierce, Florida (sometimes "City" herein). We hereby authorize the City of Fort Pierce to draw on the Colorado Business Bank (sometimes "Bank" herein) up to an aggregate amount of USD $778,073.00 available by the City's draft or drafts accompanied by a signed statement of the City Manager that the Developer, Carriage Pointe Land Investors LLC ("Developer") is in default of its obligations relative to compliance with the City of Fort Pierce's subdivision regulations and specifically a Developer's Agreement ("Agreement") between City and Developer entered into on the 15th day of September 2014, pertaining to the Carriage Pointe Subdivision with regard to the installation and construction of improvements. A partial draw or series of draws, as specified within the Agreement, under this Letter of Credit shall reduce the remaining credit hereunder to the extent of such previous draw or draws.

Drafts must be drawn and presented on or before September 30, 2016, or if that day is a non-business day, the next immediately succeeding business day, and each draft must state that it is drawn under Irrevocable Letter of Credit No. 1928 of the Colorado Business Bank dated November 17, 2014, and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically extend for successive one-year periods unless the Bank shall give notice to the City no later than sixty (60) days preceding an expiration date that it chooses not to renew the Letter of Credit, in which case, the City shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit by City's draft at sight accompanied by a statement of the City Manager that the City is drawing the outstanding amount of money represented by Letter of Credit No. 1928 on the basis of the proposed expiration of the said Letter of Credit and that the City will hold said money as a Cash Bond. In the event a draw based on expiration of this Letter of Credit the proceeds shall be held by City as a Cash Bond to secure continued adherence to the terms of the requirements of the subdivision regulations, Developer's Agreement and Development Order pertaining to the Carriage Pointe Subdivision.

Payment under this Letter of Credit may be drawn at Colorado Business Bank, 821 17th St., Denver, CO 80202, Attn: Loan Operations Department 3rd Floor either by hand delivery, Fed Ex, UPS, or other or nationally recognized overnight courier service.

Upon tender of payment to the City, the City will release to the Bank the original Letter of Credit marked "Cancelled". In any event, upon expiration of the Letter of credit and the completion of the Carriage Point Land Investors LLC's obligations to the City, the City will return to the Bank the original Letter of Credit marked

"Cancelled". However, cancellation due to exhaustion of the Letter of Credit balance, or due to expiration, shall not be contingent upon return by the City of such original letter of credit.

This Credit, Except as otherwise specifically stated herein, is subject to the Uniform Commercial Code as adopted in the State of Florida and, where not inconsistent, with the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication Number 600. As to all matters not governed by the International Chamber of Commerce Publication Number 600, including any defenses not governed by the International Chamber of Commerce Publication Number 600, this Letter of Credit shall be governed by the laws of the State of Florida, including, without limitation, the Uniform Commercial Code as adopted in the State of Florida.

This Bank hereby engages with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation by the drawer. The Bank hereby agrees with you that all sight drafts drawn under in compliance with the terms of this Credit will be honored upon presentation to us on or before the expiration date as aforesaid in this Letter of Credit.

If the City initiates suit under this Letter of Credit, the Bank hereby agrees to be responsible for the City's court costs and reasonable attorneys' fees. The aggregate liability of the issuer under this Letter of Credit shall not exceed the amount set forth herein, except for any fees and costs of enforcement of this Letter of Credit provided herein for which the issuer may become liable. Venue for resolution of any dispute shall be in St. Lucie County, Florida.

This Letter of Credit sets forth in full the terms of the Bank's undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than those referenced above in this Letter of Credit.

Colorado Business Bank

George Love Jr.

George Love, Jr., Senior Vice President

Colorado Business Bank
CoBiz Financial

**IRREVOCABLE STANDBY LETTER OF CREDIT**

City Commission
City of Fort Pierce, Florida
100 North U.S. 1
Fort Pierce, Florida 34950

Re : Irrevocable Letter of Credit No: 2113

AMOUNT: USD $103,011.70 (One Hundred Three Thousand Eleven and 70/100 United States Dollars)
DATE OF EXPIRY: October 29, 2019
PLACE OF EXPIRY: Our counters

To the City of Fort Pierce, Florida:

By order of Carriage Pointe Land Investors LLC, we, Colorado Business Bank, hereby establish an Irrevocable Letter of Credit in favor of the City of Fort Pierce, Florida (sometimes "City" herein). We hereby authorize the City of Fort Pierce to draw on the Colorado Business Bank (sometimes "Bank" herein) up to an aggregate amount of USD $103,011.70 available by the City's draft or drafts accompanied by a signed statement of the City Manager that the Developer, Carriage Pointe Land Investors LLC ("Developer") is in default of its obligations relative to compliance with the City of Fort Pierce's subdivision regulations and specifically a Developer's Agreement ("Agreement") between City and Developer entered into on the 15th day of September 2014 and Amended and Restated and approved at a meeting on October 1, 2018, pertaining to the Carriage Pointe Subdivision with regard to the installation and construction of improvements. A partial draw or series of draws, as specified within the Agreement, under this Letter of Credit shall reduce the remaining credit hereunder to the extent of such previous draw or draws.

Drafts must be drawn and presented on or before October 29, 2019, or if that day is a non-business day, the next immediately succeeding business day, and each draft must state that it is drawn under Irrevocable Letter of Credit No. 2113 of the Colorado Business Bank dated October 29, 2018, and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically extend for successive one-year periods unless the Bank shall give notice to the City no later than sixty (60) days preceding an expiration date that it chooses not to renew the Letter of Credit, in which case, the City shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit by City's draft at sight accompanied by a statement of the City Manager that the City is drawing the outstanding amount of money represented by Letter of Credit No. 2113 on the basis of the proposed expiration of the said Letter of Credit and that the City will hold said money as a Cash Bond. In the event a draw based on expiration of this Letter of Credit the proceeds shall be held by City as a Cash Bond to secure continued adherence to the terms of the requirements of the subdivision regulations, Developer's Agreement and Development Order pertaining to the Carriage Pointe Subdivision. This Letter of Credit will have a full and final expiration date of October 29, 2021.

Payment under this Letter of Credit may be drawn at Colorado Business Bank, 1099 18th St., Ste. 3000, Denver, CO 80202, Attn: Loan Operations Department 30th Floor either by hand delivery, Fed Ex, UPS, or other or nationally recognized overnight courier service.

Payment Instructions: Draws shall be paid by means of electronic funds transfer, provided that the City shall provide complete funds transfer instructions in advance in the form requested by the Bank, or on the appropriate Draw Certificate. The City is hereby notified that in executing such payment order, the Bank will rely on the accuracy of the instructions provided by the City on the appropriate Draw Certificate, particularly the account and routing and transit numbers provided by the City.

Upon tender of payment to the City, the City will release to the Bank the original Letter of Credit marked "Cancelled". In any event, upon expiration of the Letter of credit and the completion of the Carriage Point Land Investors LLC's obligations to the City, the City will return to the Bank the original Letter of Credit marked "Cancelled". However, cancellation due to exhaustion of the Letter of Credit balance, or due to expiration, shall not be contingent upon return by the City of such original letter of credit.

This Credit, Except as otherwise specifically stated herein, is subject to the Uniform Commercial Code as adopted in the State of Florida and, where not inconsistent, with the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication Number 600. As to all matters not governed by the International Chamber of Commerce Publication Number 600, including any defenses not governed by the International Chamber of Commerce Publication Number 600, this Letter of Credit shall be governed by the laws of the State of Florida, including, without limitation, the Uniform Commercial Code as adopted in the State of Florida.

This Bank hereby engages with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation by the drawer. The Bank hereby agrees with you that all sight drafts drawn under in compliance with the terms of this Credit will be honored upon presentation to us on or before the expiration date as aforesaid in this Letter of Credit.

If the City initiates suit under this Letter of Credit, the Bank hereby agrees to be responsible for the City's court costs and reasonable attorneys' fees. The aggregate liability of the issuer under this Letter of Credit shall not exceed the amount set forth herein, except for any fees and costs of enforcement of this Letter of Credit provided herein for which the issuer may become liable. Venue for resolution of any dispute shall be in St. Lucie County, Florida.

This Letter of Credit sets forth in full the terms of the Bank's undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than those referenced above in this Letter of Credit.

Colorado Business Bank

George Love, Jr., Senior Vice President

**CUSTOMER SIGHT DRAFT**

**DATE:** _____

**AT SIGHT – PAY TO THE ORDER OF: City Commission (Beneficiary)**

**IN THE AMOUNT OF: $** _____ **DOLLARS**

**DRAWN UNDER LETTER OF CREDIT NUMBER: 2113**
**IN THE NAME OF: Carriage Pointe Land Investors LLC (Applicant)**

**TO: CoBiz Private Bank - Colorado**
**Loan Operations Department**
**1099 18th Street, Suite 3000**
**Denver, CO 80202**

_____
**Authorized Signer/Title**
**Printed or Typed Name:** _____
**City Commission (Beneficiary)**

Colorado Business Bank
CoBiz Financial

**IRREVOCABLE STANDBY LETTER OF CREDIT**

City Commission
City of Fort Pierce, Florida
100 North U.S. 1
Fort Pierce, Florida 34950

Re : Irrevocable Letter of Credit No: 2114

AMOUNT: USD $468,295.11 (Four Hundred Sixty-Eight Thousand Two Hundred Ninety-Five and 11/100 United States Dollars)
DATE OF EXPIRY: October 29, 2019
PLACE OF EXPIRY: Our counters

To the City of Fort Pierce, Florida:

By order of Carriage Pointe Land Investors LLC, we, Colorado Business Bank, hereby establish an Irrevocable Letter of Credit in favor of the City of Fort Pierce, Florida (sometimes "City" herein). We hereby authorize the City of Fort Pierce to draw on the Colorado Business Bank (sometimes "Bank" herein) up to an aggregate amount of USD $468,295.11 available by the City's draft or drafts accompanied by a signed statement of the City Manager that the Developer, Carriage Pointe Land Investors LLC ("Developer") is in default of its obligations relative to compliance with the City of Fort Pierce's subdivision regulations and specifically a Developer's Agreement ("Agreement") between City and Developer entered into on the 15th day of September 2014 and Amended and Restated and approved at a meeting on October 1, 2018, pertaining to the Carriage Pointe Subdivision with regard to the installation and construction of improvements. A partial draw or series of draws, as specified within the Agreement, under this Letter of Credit shall reduce the remaining credit hereunder to the extent of such previous draw or draws.

Drafts must be drawn and presented on or before October 29, 2019, or if that day is a non-business day, the next immediately succeeding business day, and each draft must state that it is drawn under Irrevocable Letter of Credit No. 2114 of the Colorado Business Bank dated October 29, 2018, and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically extend for successive one-year periods unless the Bank shall give notice to the City no later than sixty (60) days preceding an expiration date that it chooses not to renew the Letter of Credit, in which case, the City shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit by City's draft at sight accompanied by a statement of the City Manager that the City is drawing the outstanding amount of money represented by Letter of Credit No. 2114 on the basis of the proposed expiration of the said Letter of Credit and that the City will hold said money as a Cash Bond. In the event a draw based on expiration of this Letter of Credit the proceeds shall be held by City as a Cash Bond to secure continued adherence to the terms of the requirements of the subdivision regulations, Developer's Agreement and Development Order pertaining to the Carriage Pointe Subdivision. This Letter of Credit will have a full and final expiration date of October 29, 2021.

Payment under this Letter of Credit may be drawn at Colorado Business Bank, 1099 18th St., Ste. 3000, Denver, CO 80202, Attn: Loan Operations Department 30th Floor either by hand delivery, Fed Ex, UPS, or other or nationally recognized overnight courier service.

Payment Instructions: Draws shall be paid by means of electronic funds transfer, provided that the City shall provide complete funds transfer instructions in advance in the form requested by the Bank, or on the appropriate Draw Certificate. The City is hereby notified that in executing such payment order, the Bank will rely on the accuracy of the instructions provided by the City on the appropriate Draw Certificate, particularly the account and routing and transit numbers provided by the City.

Upon tender of payment to the City, the City will release to the Bank the original Letter of Credit marked "Cancelled". In any event, upon expiration of the Letter of credit and the completion of the Carriage Point Land Investors LLC's obligations to the City, the City will return to the Bank the original Letter of Credit marked "Cancelled". However, cancellation due to exhaustion of the Letter of Credit balance, or due to expiration, shall not be contingent upon return by the City of such original letter of credit.

This Credit, Except as otherwise specifically stated herein, is subject to the Uniform Commercial Code as adopted in the State of Florida and, where not inconsistent, with the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication Number 600. As to all matters not governed by the International Chamber of Commerce Publication Number 600, including any defenses not governed by the International Chamber of Commerce Publication Number 600, this Letter of Credit shall be governed by the laws of the State of Florida, including, without limitation, the Uniform Commercial Code as adopted in the State of Florida.

This Bank hereby engages with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation by the drawer. The Bank hereby agrees with you that all sight drafts drawn under in compliance with the terms of this Credit will be honored upon presentation to us on or before the expiration date as aforesaid in this Letter of Credit.

If the City initiates suit under this Letter of Credit, the Bank hereby agrees to be responsible for the City's court costs and reasonable attorneys' fees. The aggregate liability of the issuer under this Letter of Credit shall not exceed the amount set forth herein, except for any fees and costs of enforcement of this Letter of Credit provided herein for which the issuer may become liable. Venue for resolution of any dispute shall be in St. Lucie County, Florida.

This Letter of Credit sets forth in full the terms of the Bank's undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than those referenced above in this Letter of Credit.

Colorado Business Bank

George Love, Jr., Senior Vice President

**CUSTOMER SIGHT DRAFT**

**DATE:** _____

**AT SIGHT – PAY TO THE ORDER OF: City Commission (Beneficiary)**

**IN THE AMOUNT OF: $** _____ **DOLLARS**

**DRAWN UNDER LETTER OF CREDIT NUMBER: 2114**
**IN THE NAME OF: Carriage Pointe Land Investors LLC (Applicant)**

**TO:** **CoBiz Private Bank - Colorado**
**Loan Operations Department**
**1099 18th Street, Suite 3000**
**Denver, CO 80202**

_____
**Authorized Signer/Title**
**Printed or Typed Name:** _____
**City Commission (Beneficiary)**

11.03.01. - Platting Requirements.

A. *Generally.* Where a proposed Minor Site Plan, Major Site Plan, or Planned Development includes the subdivision of land, a condition of the Final Development Order shall be approval by the Board of County Commissioners of a plat conforming to the site plan and the provisions of this Section. The plat requirements of this Section require review and approval of construction plans, a preliminary record plat and a final record plat.

B. *Exceptions to Platting.* The only exceptions to this platting requirement are:

1. If the application for a building permit is for the development of a single-family dwelling unit or duplex on a Lot of Record as of August 1, 1990; or,

2. If the application for building permit is for the development on a multi-family or non-residential parcel which is less than five (5) acres in size on a Lot of Record as of August 1, 1990; or,

3. Division of land into parcels of not less than 20 acres each where no new streets or easements of access are planned to be dedicated and accepted by the public. Deeds and other conveyances shall include in red, ten point type, the following statement: "NO GOVERNMENTAL AGENCY, INCLUDING ST. LUCIE COUNTY IS RESPONSIBLE FOR THE MAINTENANCE, UPKEEP OR IMPROVEMENT OF ANY PRIVATE DRIVES, ROADS, STREETS, EASEMENTS, OR RIGHTS-OF-WAY PROVIDING INGRESS AND EGRESS OR DRAINAGE SERVICE TO THE PROPERTY HEREIN CONVEYED."

4. The conveyance of land to a federal, state, county, or municipal governmental agency, entity, political subdivision, or a public utility as defined herein.

C. *Dry Model Construction.* The Board of County Commissioners shall by agreement allow a building permit(s) for a maximum of four (4) residential units to be issued after approval of a Preliminary Record plat and construction plans but before approval of a Final Record Plat, provided no certificate of occupancy is issued prior to recordation of the Final Plat.

D. *Requirements for Geodetic Control.* A minimum of two boundary monuments for all plats shall be tied by a closed field traverse to the nearest approved St. Lucie County Geodetic Control Station and Azimuth Mark, or to other control points established by a Global Positioning System (GPS), or any St. Lucie County Traverse Stations, or any horizontal Control Stations which are listed with the National Geodetic Survey. Field traverse from the Plat Boundary to the control stations shall meet the minimum closure standards specified within Chapter 61G17-6, Florida Administrative Code. Copies of all field notes of the geodetic tie in and traverse closure shall be submitted with all preliminary plat submittals.

E. *Requirements for Digital Plat Submissions.* Prior to the recording of any final plat consisting of 10 or more lots, a CAD file in a DWG or DXF format shall be provided to St. Lucie County showing all final plat survey data. The purpose of this CAD file is to facilitate direct updates to the County's Geographic Information System (GIS). The coordinate positions within this file should be rotated and translated to North American Datum of 1983/adjustment of 1990 (NAD 83/90), State Plane Coordinates, Florida East Zone. Conversion of ground distance to grid distance will not be required.

Proposed plats of less than ten (10) lots shall not be required to submit a digital copy of the final record plat, except that where available, the submission of this material is encouraged.

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean Mead Minton & Zwemer
1903 S. 25th Street
Suite 200
Fort Pierce FL 34947
(772) 464 - 7700

# AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into this 5 day of SEPTEMBER, 2018 (the "Effective Date"), by CARRIAGE POINTE LAND INVESTORS, LLC, a Colorado limited liability company (henceforth referred to as the "Developer"), whose mailing address is 5460 South Quebec Street, Suite 110, Greenwood Village, CO 80111, and the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

## WITNESSETH:

**WHEREAS,** the Developer is the owner in fee simple title to certain real property located in Fort Pierce, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereafter referred to as the "Property"); and

**WHEREAS,** a previous owner of the Property obtained final site plan approval from the St. Lucie County Board of County Commissioners on December 21, 2004, pursuant to County Resolution 04-228, for a residential development on the Property, then known as Ten Mile Estates and now known as Carriage Pointe (the "Project"); and

**WHEREAS,** the City Commission of the City of Fort Pierce approved the annexation of the Project into the City on December 31, 2004, pursuant to City Ordinance No. K-308; and

**WHEREAS,** the City and Pierce 131, LLC entered into a Development Agreement dated September 15, 2014, and recorded in Official Records Book 3673, Page 668, of the Public Records of St. Lucie County, Florida (the "Development Agreement") setting forth various terms and conditions relating to the development of the Property; and

**WHEREAS,** on September 17, 2014, the plat of Carriage Pointe Estates was recorded in Plat Book 70, Page 3 of the Public Records of St. Lucie County, Florida, subdividing the Property into a single family subdivision; and

**WHEREAS,** pursuant to a Warranty Deed dated November 17, 2014 and recorded in Official Records Book 3698, Page 202 of the Public Records of St. Lucie County, Florida, Pierce 131, LLC conveyed the Property to the Developer; and

**WHEREAS**, pursuant to an application by the Developer or its agents, the City Commission of the City of Fort Pierce approved certain amendments to the final site plan for the Property on _____, 2018.

**WHEREAS**, the City and the Developer desire to enter into this Amended and Restated Development Agreement in order to update and amend the terms and conditions set forth in the Development Agreement, so that the Developer may proceed to develop the Property in accordance with the amended final site plan and pursuant to the amended terms and conditions set forth herein; and

**NOW, THEREFORE,** in consideration of the premises contained herein and other good and valuable consideration exchanged by and between the City and the Developer, the receipt and sufficiency of such is hereby acknowledged, Developer agrees and covenants as follows:

1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference.

2. **Consideration and Conditions.** In further consideration of the forgoing and of the terms and covenants set forth herein, the parties hereto agree as follows:

**a. Landscaping.** The landscaping for the common areas within the Project will be installed in three (3) phases in accordance with the approved site plan and landscaping plan for the Project (such common area landscaping as identified in the site plan and landscaping plan shall be referred to herein as the "Landscaping"). With respect to each phase, the Developer shall provide the City with a letter of credit to secure the Developer's obligation install the Landscaping associated with that phase. The Developer shall deliver such letter of credit for each phase to the City prior to the City issuing the first building permit for a home in such phase. For example, a building permit for a home in Phase 2 of the Project will not be issued until the City has received a letter of credit for the Landscaping required for Phase 2, in accordance with this Agreement. At the Developer's option, the Developer may build homes in the phases in any order (for example, the Developer may build homes in Phase 3, before building homes in Phase 1) or the Developer may build homes in two or more phases simultaneously (for example, the Developer may build homes in Phases 2 and 3 simultaneously), provided however, that the Developer shall not receive a building permit for a home in any phase (and may not build any homes in such phase), unless the Developer first delivers to the City a letter of credit for the Landscaping for such phase, in accordance with this Agreement. Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit (in accordance with Paragraph 3 hereinbelow) to secure the Developer's obligation to complete the installation of the Landscaping for Phase 1 of the Project. The Developer shall complete the installation of all Landscaping at the entrance to the Project before the issuance of the first certificate of occupancy (C.O.) issued for the Project, but no later than two (2) years after the Effective

Date of this Agreement. The Developer shall complete the installation of all Landscaping for Phase 1 (excluding Street Trees) no later than two (2) years after the Effective Date of this Agreement, and shall complete the installation of all Landscaping for Phases 2 and 3 (excluding Street Trees) no later than two (2) years after delivering the letter of credit for each such phase to the City. As each home is built within the Project, the Developer shall install the required street trees in front of such home ("Street Trees"), and no home shall be issued a C.O. unless the required Street Trees have been installed in front of it.

b. **Amenities.** The approved final site plan for the Project includes the construction or installation of certain community amenities in the community Recreation Area (Tract R-1) and walking trails in the Preserve Area (Tract C-1) and Open Space Area (Tract OS-1) as more specifically shown on the approved final site plan for the project (collectively referred to herein as the "Amenities"). Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit to secure the Developer's obligation to complete the installation of the Amenities. The Developer shall complete the installation of all Amenities no later than two (2) years after the Effective Date of this Agreement.

c. **Sidewalks.** Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit to secure the Developer's obligation to complete the installation of all sidewalks along the roads within the Project (the "Sidewalks"). As each home is built within the Project, the Developer shall install the Sidewalks in front of each home, and no home shall be issued a C.O. unless the required Sidewalks have been installed in front of it.

d. **Infrastructure Improvements.** Prior to recording of the plat for the Project, the Developer shall provide the City with a letter of credit to secure the Developer's obligation to complete the installation of all infrastructure improvements within the Project (the "Infrastructure Improvements"). The Developer shall complete the installation of all Infrastructure Improvements (which shall not include Sidewalks, Landscaping or Street Trees), no later than two (2) years after the Effective Date of this Agreement.

e. **Installation by Builder.** The Developer may enter into a contract with a home builder or other third party contractor to install all, or part, of the Landscaping (including Street Trees), Amenities, Sidewalks and any Infrastructure Improvements required herein, provided however, that Developer shall not thereby be released from its obligations set forth in this Agreement.

3. **Surety.** In order to secure Developer's obligations set forth in Paragraph 2 above, Developer shall deliver to the City irrevocable letters of credit, in an amount equal to 110% of the estimated cost of constructing or installing the above-referenced improvements or landscaping. For the purpose of determining the amount of such letters of credit, the cost of any Landscaping shall be determined by a landscape architect and approved by City staff, and the cost of any other improvements, including the Amenities,

Sidewalks and any Infrastructure Improvements, shall be determined by an engineer's certified cost estimate approved by the City Engineer. Each letter of credit shall be in a form with conditions as approved by the City Attorney. Developer, at Developer's option, and subject to approval by the City Attorney, may provide a bond or other form of surety in lieu of a letter of credit. The engineer's cost estimate for the Amenities, Sidewalks and Infrastructure Improvements is attached hereto as **Exhibit "B"**. The landscape architect's cost estimate for the Landscaping for Phase 1 is attached hereto as **Exhibit "C"**. After completion of the construction of the Amenities, the amount of the letter of credit set forth in **Exhibit "B"** may be reduced at Developer's request to an amount equal to 110% of the cost to complete the installation of all then remaining uncompleted Sidewalks and Infrastructure Improvements, as determined by an engineer's certified cost estimate and approved by the City Engineer. Upon representation by the Developer that the Amenities, Sidewalks and Infrastructure Improvements are completed, a final inspection shall be made by the City, and upon satisfactory completion of all such required improvements, the City shall release the letter of credit for such improvements. One year after completion of the installation of the Landscaping for any phase (including all Street Trees), the amount of the letter of credit for such Landscaping may be reduced in accordance with the requirements of the City Code, and 24 months after the completion of the installation of such Landscaping (including Street Trees) the letter of credit may be released, in accordance with the requirements of the City Code.

4. **Right to Draw Upon Surety.** In the event the Developer fails to timely complete any required improvements as set forth herein, the City shall be entitled to draw, utilize and apply to its account the security provided by the Developer for the purposes as herein described. In the event the Developer fails to timely make or complete the improvements, and the City chooses to make or complete the required improvements, the Developer grants the City and/or its designated agent(s) right of entry in order to complete the improvements, and the Developer hereby agrees to indemnify and hold harmless the City, its employees, officers and agent(s) from an against any claims related to such entry. In no event shall the City have any obligation to complete the improvements.

5. **Amendment and Replacement of Development Agreement**. This Agreement is intended to amend, restate, supersede and replace the Development Agreement by and between Pierce 131, LLC and the City, dated September 15, 2014, and recorded in Official Records Book 3673, Page 668, of the Public Records of St. Lucie County, Florida.

6. **Notices.** Any notice, demand, consent, approval or other document or instrument required or permitted to be given to any party to this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, to the following address (or such other address as any party may designate from time to time in writing):

City:

City Manager

100 North U.S. 1
Fort Pierce, FL 34950

With a copy to:

City Attorney
100 North U.S. 1
Fort Pierce, FL 34950

Developer:

Carriage Pointe Land Investors, LLC
Attn: Lenn Haffeman & Joseph Jundt
5460 South Quebec Street, Suite 110
Greenwood Village, CO 80111

With a copy to:

Dean, Mead, Minton & Zwemer
Attn: Lee Dobbins, Esq.
1903 S 25th Street, Suite 200
Fort Pierce, FL 34947

This forgoing is not intended to require that notice of the approval or denial of development permits be given as provided for in this provision.

7. **Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

8. **Counterparts.** This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

9. **Governing Law.** This Agreement and the construction and the enforcement thereof shall be interpreted under the laws of the State of Florida. The parties hereto agree without reservation of any rights under federal or state law, that in any litigation arising under this Agreement, the parties hereto waive the right to trial before a jury and all such litigation shall be litigated only in a non-jury hearing in the State Courts of Florida, St. Lucie County.

10. **Binding Effect.** This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the heirs, legal representatives,

successors and assigns of the Developer and any person, firm, corporation or entity who or which may become the successor in interest to the Property. No subsequent transfer of the Property or any assignment of interest therein shall relieve or discharge the Developer from any term, condition, obligation, or duties set out in this Agreement.

11. **Laws, Ordinances and Codes.** The Developer shall comply with all federal, state and local, laws, codes, ordinances and regulations governing the permitting and construction of the Project.

12. **Covenant with Respect to Engineer's Certification.** The Developer hereby covenants and warrants that to the best of the Developer's knowledge and belief, the engineer's cost estimate, attached hereto and made a part hereof as **Exhibit "B"**, is an accurate and complete estimate of the cost to complete the installation of all uncompleted subdivision improvements the Developer is required to install in the Project (excluding Landscaping improvements) pursuant to this Agreement.

13. **Permits, Conditions, Terms or Restrictions.** The failure of this Agreement to address a particular permit, condition, term or restriction existing at the time of execution of this Agreement shall not relieve the Developer of the necessity of complying with the law governing permitting requirements, conditions, terms or restrictions.

14. **Amendments.** This Agreement shall not be changed, modified or amended except by an instrument in writing and executed by the parties, or their successors in the interest.

15. **Further Documentation.** The parties hereto agree that at any time following a request therefore by another party, each shall execute and deliver to the other party such other documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of any party hereunder and the consummation of the transactions contemplated hereby.

16. **Remedies.** The City and the Developer shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance. However, nothing in this Agreement shall be construed to limit the right of either the Developer or the City to pursue any and all remedies available at law or in equity to enforce this agreement.

17. **Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating hereto.

18. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

Nothing in this Agreement, express or implied, is intended nor shall be construed to confer upon nor give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns.

**IN WITNESS WHEREOF,** the Developer and the City have caused this Agreement to be duly executed by their respective authorized representatives on the day and year set forth above.

**ATTEST:**

_____
Linda W. Cox, City Clerk

**CITY:**

**CITY OF FORT PIERCE, FLORIDA**

By: _____
Linda Hudson, Mayor

**APPROVED AS TO FORM AND CORRECTNESS:**

By: _____
_____, City Attorney

**DEVELOPER:**

CARRIAGE POINTE LAND INVESTORS, LLC, a Colorado limited liability company

By: _____
Print Name: BRANDON JUNDT
Its: MANAGER

## EXHIBIT "A"

**Lots 1 through 131, inclusive, Tract A, Tract C-1, Tract D-1, Tract D-2, Tract L-1, Tract R-1, Tract OS-1, Tract LB-1, all of CARRIAGE POINTE ESTATES, according to the Plat thereof, recorded in Plat Book 70, Page 3, of the Public Records of St. Lucie County, Florida.**

EXHIBIT "B"

# SCHNARS ENGINEERING CORPORATION

947 Clint Moore Road - Boca Raton, Florida 33487 Tel: (561) 241-6455 Fax: (561) 241-5182

Permit No.
Control No.:

Schnars Job No.: 12193
Date: 22-Aug-18

Prepared by: Jeff Schnars, P.E.
Developer:

## Carriage Point Estates

**Fort Pierce, Florida**

**Engineer's Cost Estimate of Remaining Required Improvements Per City Code Sec 18-12**

| DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| **I. Remaining Required Improvements** | | | | |
| Remove and replace broken curb | 30 | LF | $25.00 | $750.00 |
| Asphalt 3/4" Type S-III | 12,753 | SY | $6.00 | $76,518.00 |
| Concrete sidewalk | 42,155 | SF | $3.00 | $126,465.00 |
| Detectable Warning | 12 | EA | $350.00 | $4,200.00 |
| Stop sign and street signs | 5 | EA | $500.00 | $2,500.00 |
| Thermoplastic pavement markings | 1 | LS | $2,000.00 | $2,000.00 |
| Adjust drainage manhole | 1 | EA | $250.00 | $250.00 |
| Replace MH 103 and 105 casting | 2 | EA | $600.00 | $1,200.00 |
| Replace CB I-22 grate | 1 | EA | $500.00 | $500.00 |
| Repair sewer cleanouts | 12 | EA | $300.00 | $3,600.00 |
| Clean drainage structure / outfall | 10 | EA | $100.00 | $1,000.00 |
| Control structure #2 baffle | 1 | EA | $250.00 | $250.00 |
| Repair dry detention area washouts | 2 | EA | $250.00 | $500.00 |
| Set Survey Lot Corners | 1 | LS | $8,500.00 | $8,500.00 |
| Set Survey Permanent Control Points | 1 | LS | $2,500.00 | $2,500.00 |
| Temporary Parking lot removal. Seed and mulch. | 1 | LS | $2,500.00 | $2,500.00 |
| Amenity items | 1 | LS | $152,981.33 | $152,981.33 |
| TOTAL | | | | $386,214.33 |
| **SURETY AMOUNT (110%)** | | | | **$424,835.76** |

This item has been electronically signed and sealed by Jeffrey T. Schnars, P.E. on the date indicated using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be vertified on any electronic copies.

Jeffrey T. Schnars, P.E.
President
Civil Engineer
Florida Registration No. 46697
For the Firm
Certification of Authorization No. 6640

Notes:
1. Amenity items price provided by Thomas Lucido & Associates - see attached cost estimates

# 17-770 Carriage Point Amenity

## Hardscape Cost Estimate

| Area | Product | Page Number | Manufacturer | Sales Rep. | Model # | Cost per Unit | Quantity | Total |
|---|---|---|---|---|---|---|---|---|
| **Playground** | | | | | | | | |
| Play Set | Kidscape-Metal | 2-3 | Planet Playground | Larry | PPG1013 | $ 14,555.00 | 1 | $ 14,555.00 |
| Ground Material | Fibar Wood Chips | 4 | Miller Recreation | Susan Miller | Fibar | $ 33.60 | 20 CU | $ 672.00 |
| Shade Structure | One Mariner Peak | 5 | USA-Shade | Haley Maitre | | $ 32,000.00 | 1 | $ 32,000.00 |
| Bench | 6' Tendertuff Bench | 6-8 | Landscape Structures | Tricia Thomas | #141683 | $ 740.00 | 3 | $ 2,220.00 |
| Bike Rack | Arches Bike Rack-Single | 9-10 | Landscape Structures | Tricia Thomas | 185654 | $ 140.00 | 3 | $ 420.00 |
| **Picnic Area** | | | | | | | | |
| Picnic Table | Tendertuff Picnic Table 6' | 12-15 | Landscape Structures | Tricia Thomas | | $ 1,145.00 | 5 | $ 5,725.00 |
| Shade Structure | Canti Single Post | 16 | USA-Shade | Haley Maitre | | $ 7,000.00 | 5 | $ 35,000.00 |
| Trash Receptacle | Litter Receptacle-Poly Slats | 17-18 | Landscape Structures | Tricia Thomas | 100094 | $ 590.00 | 3 | $ 1,770.00 |
| **Dog Park** | | | | | | | | |
| Dog Park Fence | Standard Coated Black 6' | 20-22 | Infinite Fence | Larry | | $ 14.61 | 753 LF | $ 11,001.33 |
| Dog Waste Station | Dog Waste Station w/ Bags | 23-24 | Dog Waste Depot | | DEPOT-404 | $ 199.00 | 2 | $ 398.00 |
| **Mail Kiosk** | | | | | | | | |
| Mail Boxes | 21 Door Cluster Box | 26-33 | Mailboxes.com | | #3916B-19 | $ 2,090.00 | 7 | $ 14,630.00 |
| Shade Structure | Single Canti Hip | 34 | USA-Shade | Haley Maitre | | $ 34,000.00 | | $ 34,000.00 |
| Trash Receptacle | Litter Receptacle-Poly Slats | 35-36 | Landscape Structures | Tricia Thomas | 100094 | $ 590.00 | 1 | $ 590.00 |
| | | | | | | | **Total** | **$ 152,981.33** |

# EXHIBIT "C"

lucido&associates

## Carriage Pointe - Installed Landscape & Irrigation Cost Estimate (Phase 1)

8/20/2018

| Common Name | Quantity | Unit Cost | Total |
|---|---|---|---|
| East Palatka Holly | 16 | $400.00 | $6,400.00 |
| Pygmy Date Palm Multi-Trunk | 8 | $500.00 | $4,000.00 |
| Southern Live Oak | 9 | $600.00 | $5,400.00 |
| Sabal Palm | 21 | $180.00 | $3,780.00 |
| Foxtail Palm | 15 | $500.00 | $7,500.00 |
| Foxtail Palm Triple | 1 | $800.00 | $800.00 |
| **Common Name** | **Quantity** | **Unit Cost** | **Total** |
| Red Tip Cocoplum | 191 | $10.00 | $1,910.00 |
| **Common Name** | **Quantity** | **Unit Cost** | **Total** |
| Gold Mound Duranta | 32 | $10.00 | $320.00 |
| **Common Name** | **Quantity** | **Unit Cost** | **Total** |
| Pink Muhly | 196 | $10.00 | $1,960.00 |
| **Common Name** | **Quantity** | **Unit Cost** | **Total** |
| Green Island Ficus | 168 | $10.00 | $1,680.00 |

***Estimated Total Landscape Cost: $33,750.00**

| Items | Description | Quantity | Unit Cost | Total |
|---|---|---|---|---|
| Pump Station | Pump house, pump, and controller. *Assumes lake as water source* | LS | $50,000.00 | $50,000.00 |
| Irrigated Area | Entrance, street trees, and medians. | 6,616 SF | $1.50 | $9,924.00 |

***Estimated Total Irrigation Cost: $59,924.00**

***Estimated Combined Landscape & Irrigation Cost (Phase 1): $93,674.00**

**Surety Amount (110%): $103,011.70**

***General Notes:**

1. Estimate does not include sod/turf and mulch estimate.
2. Consultant cannot guarantee the accuracy of the Estimate as compared to the actual bids or costs that may be incurred by the client.

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

**Meeting Date:** 05/06/2019

**Re:** Fuel Dock Building/Fuel System/Entrance Plaza

**Submitted For:** Dean Kubitschek, Director of Marina, Marina

---

**SUBJECT:**

Approval of the construction of a fuel dock support building, relocation and replacement of fuel lines and construction of a new entrance plaza by Jacquin and Sons, Inc., in the total amount of $889,597.63.

**SUMMARY:**

Seeking approval of funding for construction of a fuel support building, relocation and replacement of fuel lines and construction of a new entrance plaza. As there are several new marinas along the Treasure Coast that do not offer fueling capabilities, the City Marina's fuel traffic has grown dramatically. In addition to our regular customer base and transients, we also have several business' on site such as Freedom Boat Club with 22 boats, Salty's jet skis and numerous fishing charters that require fuel. Depending upon the size of the boats, it can take approximately an hour to fuel a single boat. The fuel support building will offer a place for our customers and staff to be able to get out of the weather (i.e. sun, rain, lightening).
While customers are waiting by the fuel dock, they will be able to purchase items such as snacks, cold beverages, bait, ice, and other retail items that they would not normally purchase which increases our retail sales.With the building being centrally located in the middle of the marina, it will allow our dock staff to conduct their routine work and be closer to all the docks allowing them to access them quicker and efficiently; as well as enable our night security an area to monitor the marina more effectively. The fuel support building will also provide additional restrooms for our customers rather than just at the Harbor Master Building. The construction of the fuel support building would require relocation of the main fuel line and removal of the sidewalk. It is recommended by Wilson Petroleum to have the main fuel lines replaced regardless as to the decision of the fuel support building due to the original installation and type of lines installed. The fuel lines for the main fuel dock is located under the sidewalk and removal of the sidewalk would be required to replace such lines. If the fuel support building is approved, this would allow the least amount of interruption for staff and patrons to have both the fuel lines replaced and routing of the sewage lines for the fuel support building to be conducted at the same time, rather than waiting on the replacement of the fuel lines at a later date. The fuel line on E dock is also constructed of fiberglass and located over the water and is approximately 20 years old. To reduce liability, I recommend removing the diesel fuel line from E dock to underground, relocating the fueling dispenser near where the fuel dock building would be built. This would place all the dispensers in one area and would allow the marina staff to work more efficiently rather than having to fuel from two different docks, offering the customer fueling and pump out along the entire length of D Dock, minimizing customers and staff from having to relocate boats several times. If the City of Fort Pierce approves the fuel support building the marina will have a shared cost to restore the construction lay down area. The City of Fort Pierce will have the opportunity to upgrade the entrance sidewalk area to an entrance plaza with seating walls which will create an inviting place where the public can gather, wait and relax in a unique setting.

**RECOMMENDATION:**

Approve funding of $889,597.63 excluding permits.

**ALTERNATIVES:**

Not build a fuel dock support building and replace the side walk entrance way, once the project is complete.
Fuel lines need to be replaced due to the type of material the fuel lines were made of from the manufacture and has a known history in the industry of failure.
Alternative - Leave in place which would be more costly in the long term and could affect the operations of the marina and possibly the new restaurant depending on what issues could arise.

**RESPONSIBLE STAFF:**

Dean Kubitschek, Marina Manager

**COORDINATED WITH:**

Linda Cox, City Clerk
Nicholas Mimms, City Manager

---

## Fiscal Impact

| | |
|---|---|
| **Budgeted Y/N:** | No |
| **Fiscal Year:** | 2019/2020 |
| **Account:** | 40141005753490 |
| **Amount:** | 889,597.63 |

**OTHER INFORMATION:**

Fueling capabilities will be limited during contruction.
Finance Department has identified funding for these projects.

---

## Attachments

Site Utilization Plan
Entrance Way
Existing Fuel Dock
Building Specs
Exhibit C Page 1
Exhibit C Page 2

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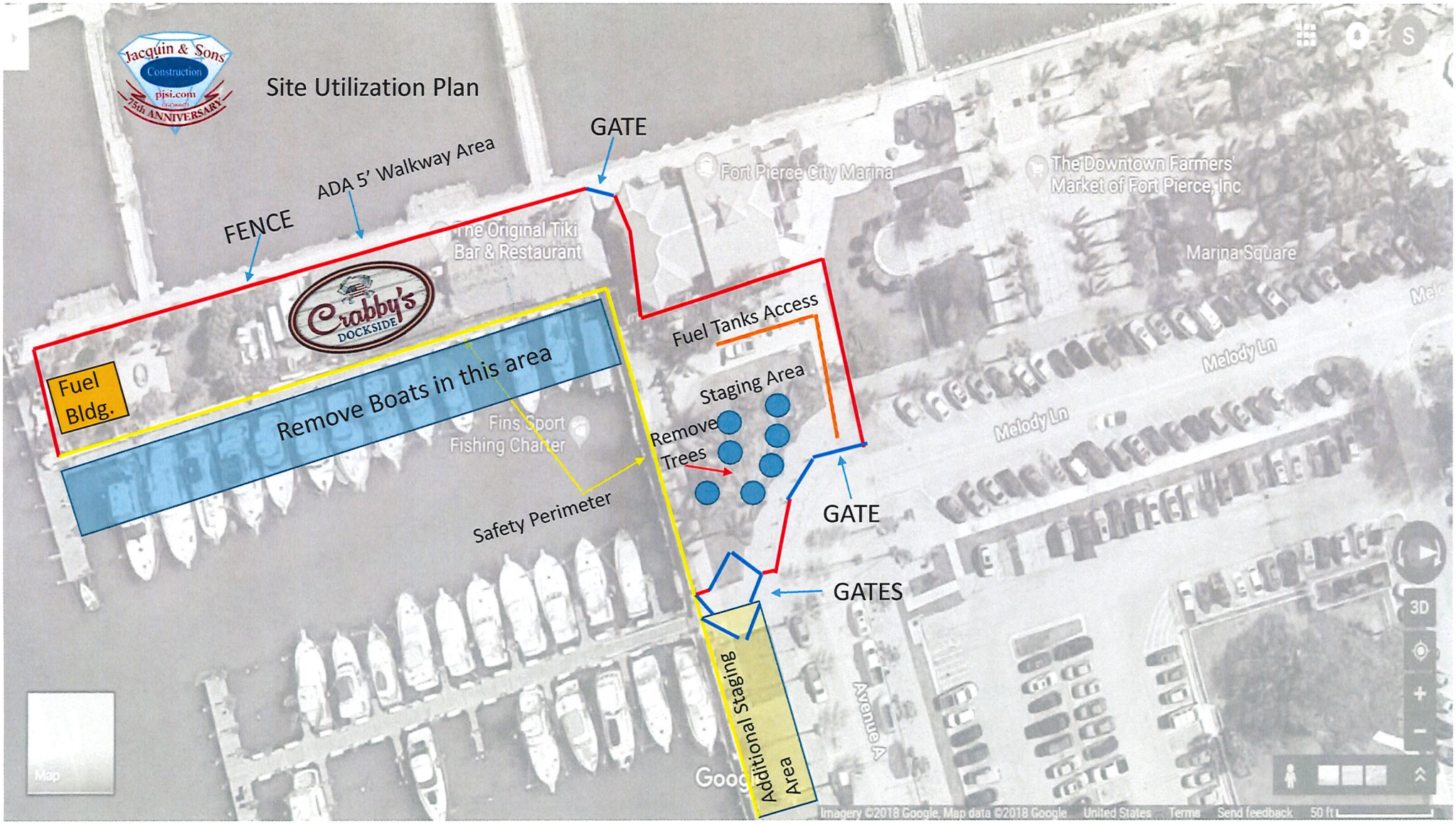
## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 10:25 AM |
| City Manager | Kaitlyn Ballard | 04/30/2019 04:28 PM |
| City Manager | Nick Mimms | 05/01/2019 08:47 AM |

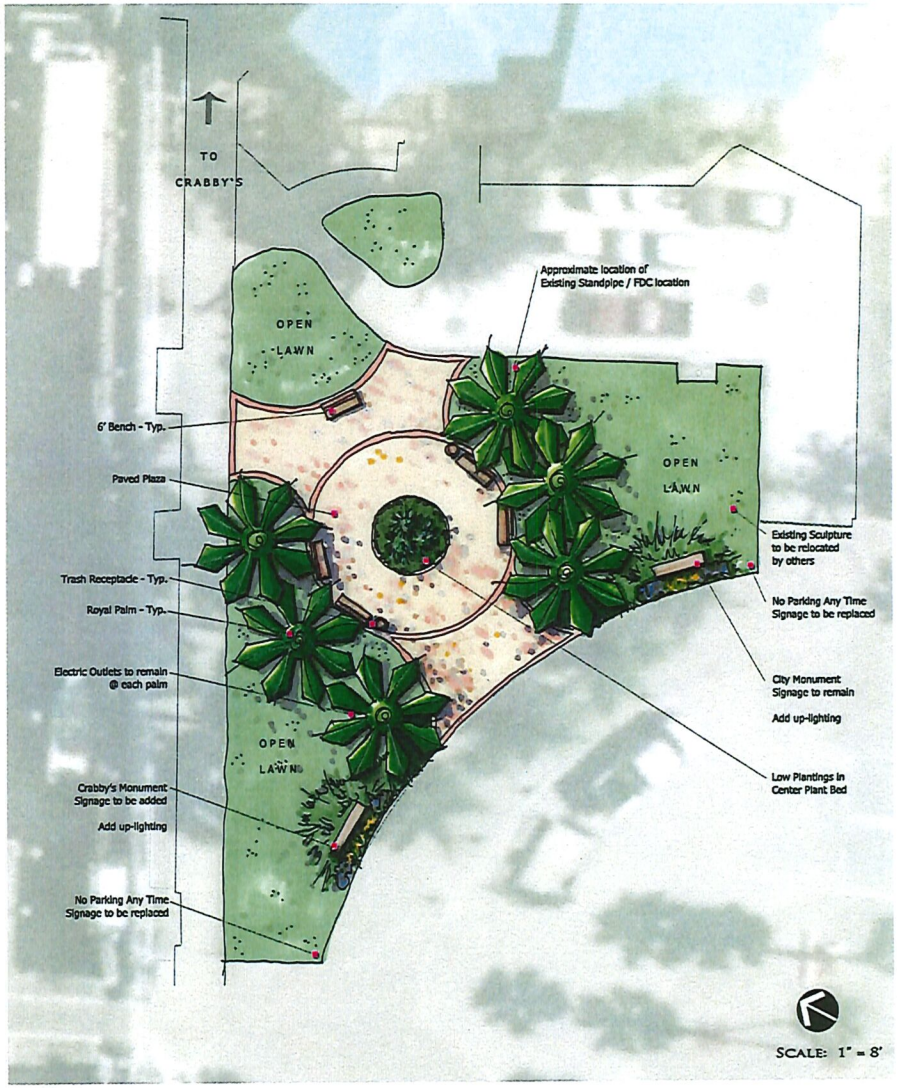
Form Started By: Pat Danise Started On: 04/24/2019 03:05 PM
Final Approval Date: 05/01/2019

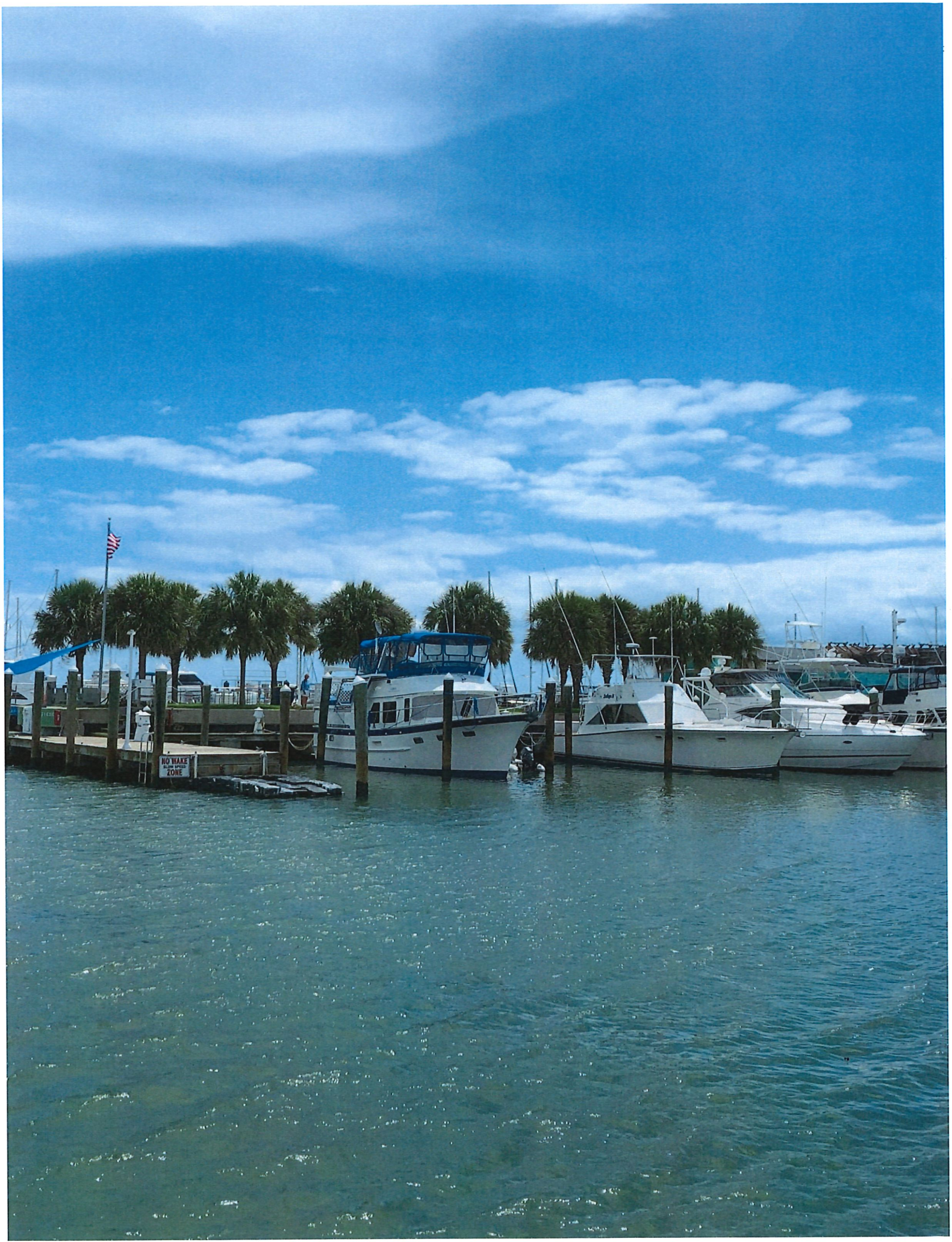

Site Utilization Plan
GATE
ADA 5' Walkway Area
FENCE
The Original Tiki Bar & Restaurant
Crabby's DOCKSIDE
Fuel Bldg.
Remove Boats in this area
Fins Sport Fishing Charter
Safety Perimeter
Fuel Tanks Access
Staging Area
Remove Trees
GATE
GATES
Additional Staging Area
Fort Pierce City Marina
The Downtown Farmers Market of Fort Pierce, Inc
Marina Square
Melody Ln
Melody Ln
Avenue A
Map
3D
Imagery ©2018 Google, Map data ©2018 Google United States Terms Send feedback 50 ft

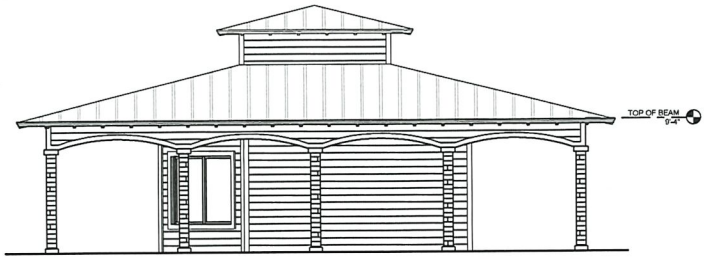
EXISTING VIEW OF MARINA ENTRANCE WAY



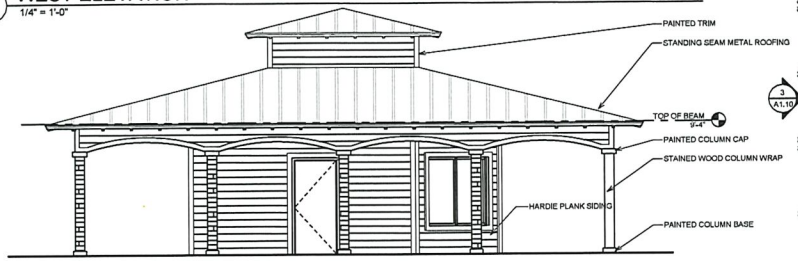
PROPOSED VIEW OF MARINA ENTRANCE WAY



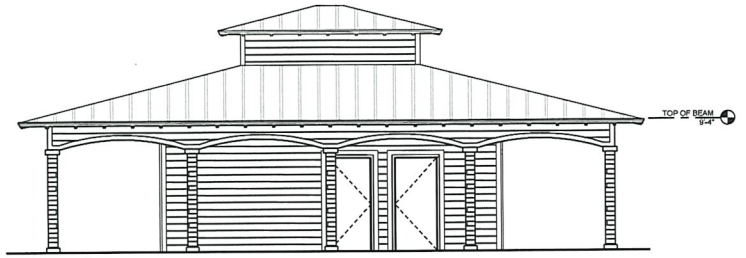

NO WAKE
SLOW SPEED
ZONE



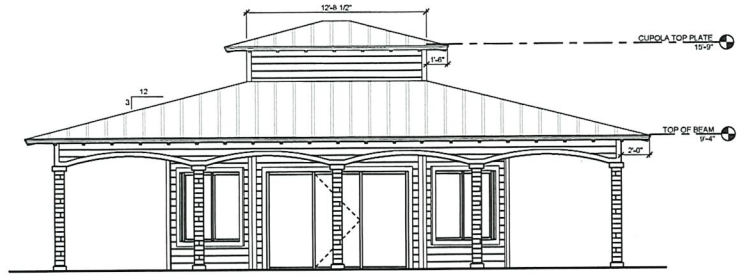

7 WEST ELEVATION
1/4" = 1'-0"



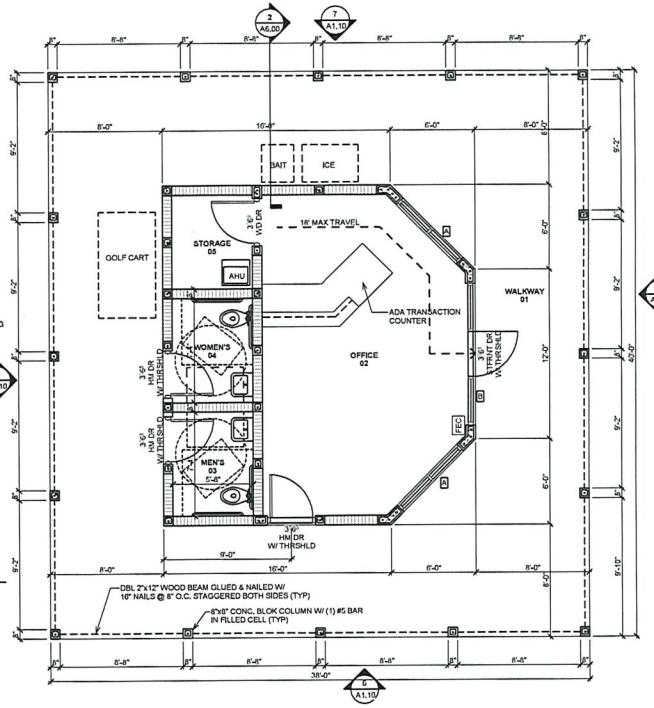

6 EAST ELEVATION
1/4" = 1'-0"



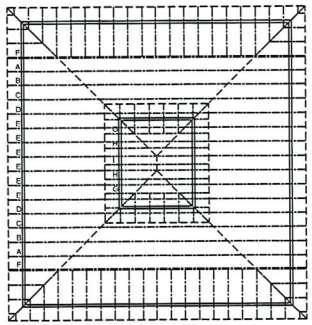

3 SOUTH ELEVATION
1/4" = 1'-0"




2 NORTH ELEVATION
1/4" = 1'-0"




1 FLOOR PLAN
1/4" = 1'-0"




8 ROOF PLAN
1/8" = 1'-0"

## LIFE SAFETY LEGEND

MAXIMUM TRAVEL DISTANCE TO AN EXIT

FEC — FIRE EXTINGUISHER CABINET - LARSEN VERTICAL DUO CLEAR ACRYLIC DOOR (OR APPROVED EQUAL)

1. FIRE EXTINGUISHERS TO BE MULTI-PURPOSE ABC (DRY CHEM) I INSTALLED IN ACCORDANCE W/ NFPA 10.
2. REFER TO ELECTRICAL DRAWINGS FOR FIRE EXIT LIGHT LOCATIONS AND EMERGENCY LIGHTING.

## PLAN NOTES:

1. CONTRACTORS TO VERIFY ALL FIELD CONDITIONS PRIOR TO COMMENCEMENT AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
2. VERIFY DEPTH AND WIDTH OF BUILD OUT REQUIRED FOR RECESSED FIRE EXTINGUISHERS AND CABINETS W/ MANUFACTURERS.
3. COORDINATE W/ OWNER FOR INSTALLATION OF INTERIOR SIGNAGE.
4. ALL PIPE PENETRATIONS THROUGH RATED PARTITIONS MUST MEET UL APPROVED STANDARDS - SUBMIT SYSTEM TO ARCHITECT FOR APPROVAL.
5. PROVIDE SOLID WOOD BACKING FOR ALL WALLS TO RECEIVE COUNTERS, CABINETS, DOOR STOPS, SINKS, TOILET ACCESSORIES, CHAIR RAILS, AND OTHER RELATED INSTALLATIONS. CONTRACTOR TO DOCUMENT INSTALLATION BY PHOTOGRAPH PRIOR TO COVERING W/ DRYWALL.
6. REFER TO ENLARGED PLANS FOR ADDITIONAL INFOMRAITON, ITEMS NOT DIMENSIONED OR CALLED OUT ON THIS PLAN ARE CALLED OUT ON THE LARGER PLANS FOR CLARITY.

## CONNECTOR SCHEDULE

| TRUSS NO. | BEARING POINT(S) | TRUSS ACTUAL UPLIFT ( GROUPED, WORST CASE) | SIMPSON CONNECTOR(S) | CONNECTOR(S) UPLIFT DESIGN | FASTENERS |
|---|---|---|---|---|---|
| A-D | 1ST BRG | 608# | (1) HETA 20 | 1810# | 10-10d |
| E | EACH | 648# | (1) HETA 20 | 1810# | 10-10d |
| F | EACH | 5565# | (1) HETA 20<br>(1) FGTR | 1810#<br>5000# | 10-10d<br>18-1/4"x3" SDS<br>2-1/2"x5" TITEN HD |
| G | EACH | 800# | (1) MTS 16 | 1000# | 14-10d |
| H,I | EACH | 240# | (1) MTS 16 | 1000# | 14-10d |
| KING JACKS (KJ) | 1ST BRG | 743# | (1) HETA 20 | 1810# | 10-10d |
| | 2ND BRG | 591# | (1) MTS 16 | 1000# | 14-10d |
| HIP JACKS (HJ) | 1ST BRG | 157# | (1) HETA 20 | 1810# | 10-10d |
| | 2ND BRG | NAILED PER TRUSS COMPANY | | | |
| HIP JACKS @ CUPOLA (HJ) | 1ST BRG | 157# | (1) MTS 16 | 1000# | 14-10d |
| | 2ND BRG | NAILED PER TRUSS COMPANY | | | |

ARCHITECT

Architectonic Inc

806 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7751
F: 772 460 4244

WWW.ARCHITECTONICINC.COM

STATE REG # AA26003348

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PROJECT

**FT PIERCE MARINA FUEL DEPOT**

FT. PIERCE, FL

CLIENT

**CITY OF FT. PIERCE**

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

| NO. | DATE | REVISION |
|---|---|---|

KEY PLAN

SHEET TITLE / SHEET NUMBER

**FLOOR PLAN, ROOF FRAMING PLAN & ELEVATIONS**

**A1.10**

PROJECT NUMBER C18034

DATE 03/04/2019

Jacquin & Sons Paul CONSTRUCTION Inc.
www.pjsi.com
CGC060473

# CONSTRUCTION MANAGER
## City Marina Fuel Building
## Exhibit C
## April 4, 2019

| SCOPE OF WORK | REMARKS | PRICE |
|---|---|---|
| | | |
| SITE WORK | | $58,036.00 |
| Entry Plaza | 50% total allowance | $10,000.00 |
| LANDSCAPING | 50% total | $10,299.00 |
| Pervious Pavers | Allowance | $5,214.00 |
| Electric Entry Plaza | 50% of total | $8,100.00 |
| Fuel Lines East A | | $248,300.00 |
| Fuel Lines East B | | $98,600.00 |
| Fuel Dispensers Electric | Allowance | $30,000.00 |
| Demo and Concrete Put Back | Allowance | $45,000.00 |
| | | |
| | | |
| Total Subcontractors Cost | | $513,549.00 |
| | | |
| General Conditions | | $23,700.00 |
| Builders Risk Insurance | By Owner | $0.00 |
| Pollution Insurance | | $574.00 |
| Staffing | | $40,793.00 |
| Subtotal | | $578,616.00 |
| Construction Manager Fee | | $57,861.60 |
| Subtotal | | $636,477.60 |
| Performance and Payment Bond | | $9,547.16 |
| Fuel & Site Improvements | Subtotal | $646,024.76 |
| | | |
| | | |
| CONCRETE & MASONRY | | $27,386.00 |
| CARPENTRY | | $39,750.00 |
| MATERIALS | Allowance | $30,000.00 |
| TRUSSES | | $3,939.00 |
| WATER PROOFING | | $1,500.00 |
| INSULATION | | $4,227.00 |
| ROOFING | | $17,860.00 |
| DOOR & HARDWARE | | $4,521.00 |
| DOOR INSTALL | | $550.00 |
| STOREFRONT & WINDOWS | | $8,921.00 |
| STUCCO | | $1,200.00 |

Jacquin & Sons Paul CONSTRUCTION Inc.
www.pjsi.com
CGC060473

# CONSTRUCTION MANAGER
## City Marina Fuel Building
## Exhibit C
## April 4, 2019

| SCOPE OF WORK | REMARKS | PRICE |
|---|---|---|
| METAL FRAME & DRYWALL | | $3,715.00 |
| FLOORING | | $1,500.00 |
| PAINTING | | $5,740.00 |
| TOILET ACCESSORIES | | $1,050.00 |
| FIRE EXTINGUISHERS | | $300.00 |
| SIGNAGE | | $150.00 |
| FRONT DESK | Allowance | $3,500.00 |
| PLUMBING | | $8,362.00 |
| HVAC | | $5,980.00 |
| ELECTRIC | | $23,300.00 |
| Structural Revisions | Allowance | $25,000.00 |
| | | |
| Subtotal | | $218,451.00 |
| Construction Manager Fee | | $21,845.10 |
| Performance and Payment Bond | | $3,276.77 |
| Subtotal | | $243,572.87 |
| Fuel & Site Improvements | | $646,024.76 |
| | | |
| Grand Total | | $889,597.63 |

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

**Meeting Date:** 05/06/2019

**Re:** Approval of Minor Site Plan Modifications - Harbour Cay Shoppes - 825 Seaway Drive

---

**SUBJECT:**

Notification of a Minor Amendment to the Planned Development Site Plan for the Harbour Isle Shoppes owned by Harbour Isle Development Commercial, LLC located 825 Seaway Drive, Fort Pierce, FL.

**SUMMARY:**

The original site plan was approved on January 21, 2019, as part of a Major Amendment to the Planned Development for Harbour Isle. The property owner, Harbour Isle Development Commercial, LLC and the adjacent property owner to the west were unable to come to a signed agreement regarding cross access. Because of this the driveway will need to be located 100% on the property owned by Harbour Isle Development Commercial, LLC instead of shared with the property owner to the west. This reconfiguration of the driveway will also cause the building that was approved to be downsized by 520 square feet. The previous building was approved to be 11,050 square feet and this minor amendment will see the building downsized to 10,530 square feet.

**RECOMMENDATION:**

Acceptance of the Staff Approval

**ALTERNATIVES:**

Do not accept the Staff Approval

**RESPONSIBLE STAFF:**

Brandon C. Creagan, LEED Green Associate, Planner

**COORDINATED WITH:**

Technical Review Committee

---

**Fiscal Impact**

**OTHER INFORMATION:**

N/A

---

**Attachments**

Approved Minor Site Plan Amendment

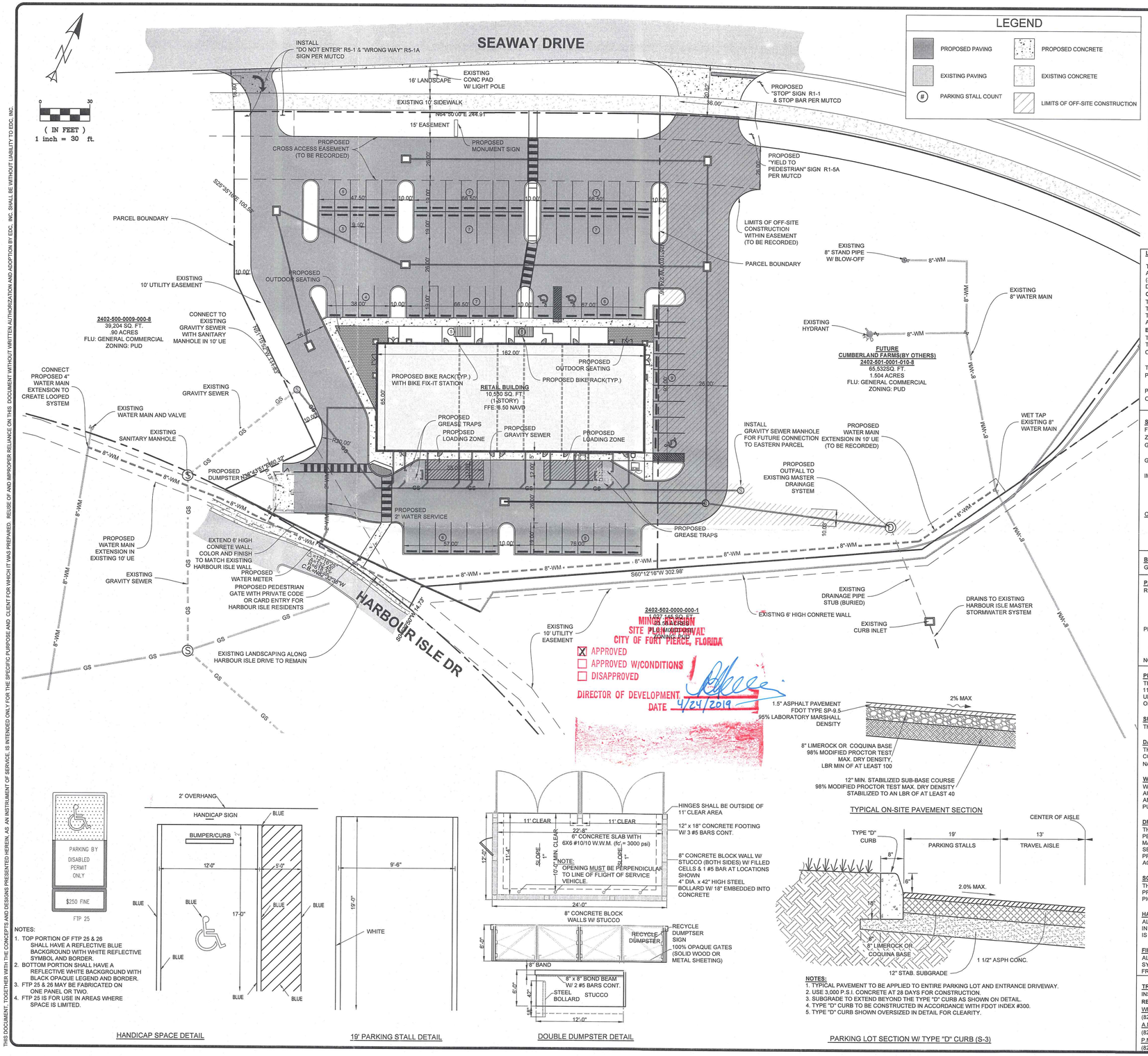
---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|

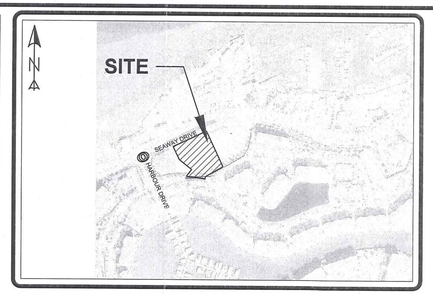
| | | |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 09:35 AM |

Form Started By: Brandon Creagan
Started On: 04/24/2019 02:31 PM
Final Approval Date: 04/26/2019




## LEGEND

- PROPOSED PAVING
- EXISTING PAVING
- (#) PARKING STALL COUNT
- PROPOSED CONCRETE
- EXISTING CONCRETE
- LIMITS OF OFF-SITE CONSTRUCTION




## FORT PIERCE, FLORIDA
## VICINITY MAP
SCALE: 1"= 500'

### LEGAL DESCRIPTION

THAT PORTION OF TRACT D-1, OF **SECOND REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND,** ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE (S) 9 AND 10 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE:
**COMMENCE** AT THE NORTHWEST CORNER OF SAID TRACT D-1;
THENCE NORTH 64°50'00" EAST ALONG THE NORTH LINE OF SAID TRACT D-1(THE NORTH LINE OF SAID TRACT D-1 IS ASSUMED TO BEAR NORTH 64°50'00" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO), A DISTANCE OF 244.91 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 666.78 FEET AND A CENTRAL ANGLE OF 1°01'21";
**BEGINNING** OF THE HEREINAFTER DESCRIBED LINE;
THENCE SOUTH 25°10'00" EAST, A DISTANCE OF 274.36 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT D-1 AND THE POINT OF TERMINUS.
CONTAINING IN ALL 66,877 SQUARE FEET OR 1.535 ACRES, MORE OR LESS.

TOTAL SITE AREA: 66,877 S.F., 1.54 AC.
PARCEL ID: 2402-501-0001-000-5

PROJECT NAME: HARBOUR ISLES SHOPPES
OWNER/DEVELOPER: 825/835 SEAWAY DRIVE
FORT PIERCE, FLORIDA 34949

### SITE DATA

| | CURRENT | | |
|---|---|---|---|
| FUTURE LAND USE: | HUTCHINSON ISLAND MIXED USE (HIMU) | | |
| ZONING: | PLANNED DEVELOPMENT | | |
| GROSS SITE AREA | 66,877 S.F. (1.54 AC) | | |
| GROSS PROPOSED DEVELOPMENT AREA | 66,877 S.F. (± 1.54 AC) = | 100.00% | |
| IMPERVIOUS AREA | 50,981 S.F. | 1.17 AC | 75.97% |
| PROPOSED BUILDING | 10,530 S.F. | 0.24 AC | 15.58% |
| PROPOSED PAVEMENT | 36,031 S.F. | 0.83 AC | 53.90% |
| PROPOSED CONCRETE | 3,620 S.F. | 0.08 AC | 5.19% |
| PROPOSED PAVERS | 800 S.F. | 0.02 AC | 1.30% |
| OFF-SITE | | | |
| PROPOSED PAVEMENT | 13,645 S.F. | 0.31 AC | |
| GREEN SPACE | 1,892 S.F. | 0.04 AC | |

PROPOSED BUILDING COVERAGE: 15.58%

### BUILDING DATA
GROSS SQUARE FOOTAGE: 11,050 S.F.

### PARKING CALCULATIONS
REQUIRED PARKING
- REQUIRED PARKING SPACES (11,050 S.F. (1 SPACE / 200 S.F.) = 56 SPACES
- REQUIRED HANDICAP SPACES (INCLUDED) = 3 SPACES
- REQUIRED BICYCLE PARKING (1 PER 10 PROVIDED SPACES) = 9.2 STALLS

PROPOSED PARKING
- PROVIDED PARKING SPACES = 78 SPACES
- PROVIDED HANDICAP SPACES (INCLUDED) = 3 SPACES
- PROVIDED BICYCLE STALLS = 10 STALLS

NOTE: REQUIRED PARKING RATE PER HARBOUR ISLE PUD FOR RETAIL USE

### PROJECT STATEMENT:
THE PROJECT PROPOSED THE DEVELOPMENT OF THE 1.535 ACRE PARCEL WITH THE CONSTRUCTION OF A 11,050 SF COMMERCIAL BUILDING, A PARKING LOT, A STORMWATER MANAGEMENT SYSTEM, AND UNDERGROUND UTILITIES. ALL IMPROVEMENTS SHALL CONFORM TO THE FORT PIERCE CODE OF ORDINANCES AND HARBOUR ISLE PUD.

### SURVEY:
THIS SITE IS BASED UPON A SURVEY THAT WAS PROVIDED BY WALLACE SURVEYING CORP.

### DATUM NOTE:
THESE PLANS REFERENCE THE NORTH AMERICAN VERTICAL DATUM (NAVD). A TYPICAL ACCEPTED CONVERSION TO NGVD FROM NAVD IS...
NAVD = NGVD - 1.475'

### WATER AND SEWER:
WATER AND SEWER SERVICE TO THE BUILDING WILL BE PROVIDED BY EXISTING FORT PIERCE UTILITIES AUTHORITY (FPUA) MAINS LOCATED ADJACENT TO THE PROJECT SITE. PROPOSED POINTS OF CONNECTION AND POINTS OF SERVICE ARE SHOWN ON THIS PLAN. THIS PLAN IS FOR PRELIMINARY ENGINEERING PURPOSES ONLY, ALL FINAL UTILITY DESIGN AND SIZES TO BE INCLUDED ON CONSTRUCTION LEVEL PLANS.

### DRAINAGE STATEMENT:
THE PROJECT IS LOCATED WITHIN THE HARBOUR ISLE MASTER STORMWATER SYSTEM (SFWMD ERP PERMIT 56-01689-P). WATER QUALITY TREATMENT AND ATTENUATION ARE PROVIDED FOR IN AN EXISTING MASTER SYSTEM LAKE. PRIOR TO DISCHARGING INTO THE LAKE ON-SITE RUNOFF WILL BE COLLECTED IN A SERIES OF INLETS AND EXFILTRATION TRENCH THAT WILL PROVIDE THE REQUIRED 0.5" OF DRY PRETREATMENT FOR COMMERCIAL DEVELOPMENT. THIS PROPERTY IS LOCATED IN FLOOD ZONE X ACCORDING TO F.I.R.M. (FLOOD INSURANCE RATE MAP) NO. 12111C 0183J, DATED 02/16/2012.

### SOLID WASTE:
THIS PROJECT WILL UTILIZE A DOUBLE DUMPSTER AREA FOR SOLID WASTE AND RECYCLABLE ITEMS. THE PROPOSED ENCLOSURE SHALL MEET THE CITY OF FORT PIERCE STANDARDS. GARBAGE AND RECYCLING PICKUP SERVICE TO BE PROVIDED BY THE FORT PIERCE SOLID WASTE DIVISION.

### HAZARDOUS WASTE:
ALL HAZARDOUS OR TOXIC MATERIALS GENERATED OR USED OR STORED ON-SITE SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS. HOWEVER, NO HAZARDOUS WASTE IS ANTICIPATED.

### FIRE PROTECTION:
ALL HYDRANTS WITHIN 1000' ARE SHOWN. IF REQUIRED BY THE FLORIDA BUILDING CODE A SPRINKLER SYSTEM FOR FIRE PROTECTION WILL BE INSTALLED AND AN FDC WILL BE LOCATED NO LESS THAN 40' FROM THE BUILDING. EMERGENCY ACCESS FOR FIRE DISTRICT VEHICLES WILL BE PROVIDED.

### TRAFFIC STATEMENT:
INSTITUTE OF TRANSPORTATION ENGINEERS TRIP GENERATION, 10TH EDITION
**RETAIL (820)**
WEEKDAY DAILY TRIPS:
(820) 37.75/1,000 S.F. 11,050 S.F. = 417
A.M. PEAK HOUR TRIPS:
(820) 3.00/1,000 S.F. 11,050 S.F. = 33
P.M. PEAK HOUR TRIPS:
(820) 4.21/1,000 S.F. 11,050 S.F. = 47




NOTES:
1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 25 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.

HANDICAP SPACE DETAIL




19' PARKING STALL DETAIL




DOUBLE DUMPSTER DETAIL




TYPICAL ON-SITE PAVEMENT SECTION




NOTES:
1. TYPICAL PAVEMENT TO BE APPLIED TO ENTIRE PARKING LOT AND ENTRANCE DRIVEWAY.
2. USE 3,000 P.S.I. CONCRETE AT 28 DAYS FOR CONSTRUCTION.
3. SUBGRADE TO EXTEND BEYOND THE TYPE "D" CURB AS SHOWN ON DETAIL.
4. TYPE "D" CURB TO BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX #300.
5. TYPE "D" CURB SHOWN OVERSIZED IN DETAIL FOR CLEARITY.

PARKING LOT SECTION W/ TYPE "D" CURB (S-3)

ENGINEERS & SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9936
L.B. CERTIFICATE OF AUTHORIZATION 8098

| DCB | JJL | 18-303 harbour cay.dwg | SITE PLAN (2) | AS SHOWN | 26NOV2018 |
|---|---|---|---|---|---|
| DESIGNED BY | DRAWN BY | FILENAME | LAYOUT | SCALE | DATE |

| DATE | REVISION COMMENTS |
|---|---|
| 12/26/2018 | ADDED EXISTING/PROPOSED CONCRETE WALL, GATE & BIKE FIX-IT STATION |
| 1/24/2019 | PER FORT PIERCE COMMENTS AGENCY REVIEW |

# HARBOUR CAY
# SITE PLAN
FORT PIERCE FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

18-303

1 OF 1

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

Z:\EDC-2018\18-303 - Harbour Isle Shoppes\ENGINEERING\AutoCAD\DWGs\18-303 HARBOUR CAY.dwg, SITE PLAN (2), 2/27/2019 2:20:31 PM, Penny, EDC, Inc.

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

**Meeting Date:** 05/06/2019

**Re:** Collective Bargaining Agreement with the Coastal Florida Police Benevolent Association (PBA)

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

**SUBJECT:**

Approval of the Collective Bargaining Agreement covering the period of October 1, 2016 through September 30, 2018 between the City of Fort Pierce and Coastal Florida Police Benevolent Association (PBA).

**SUMMARY:**

The City of Fort Pierce has engaged in negotiations with the Coastal Florida Police Benevolent Association (PBA) for a Collective Bargaining Agreement covering the period of October 1, 2016 through September 30, 2018. The attached Agreement was ratified by Union membership on April 4, 2019 and is now being submitted for City Commission approval.

**RECOMMENDATION:**

Approval of Collective Bargaining Agreement.

**ALTERNATIVES:**

Proceed as directed by City Commission.

**RESPONSIBLE STAFF:**

Kevin Browning, Human Resources Manager
Barbara G. Moore, Human Resources Generalist

**COORDINATED WITH:**

Robert Ridle, Deputy Chief of Police

**Fiscal Impact**

| | |
|---|---|
| **Budgeted Y/N:** | Y |
| **Fiscal Year:** | 2019 |
| **Account:** | TBD |
| **Amount:** | TBD |

**FISCAL IMPACT:**

There will be a 4.5% increase in salary.

**Attachments**

PBA Collective Bargaining Agreement - Redline
PBA Collective Bargaining Agreement - FINAL

# Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Finance Department | Johnna Morris | 04/24/2019 04:11 PM |
| City Manager | Nick Mimms | 04/26/2019 09:37 AM |
| Form Started By: Angela Wilkinson | | Started On: 03/29/2019 08:35 AM |
| Final Approval Date: 04/26/2019 | | |

# COLLECTIVE BARGAINING AGREEMENT

**BETWEEN THE**

## CITY OF FORT PIERCE

**AND THE**

## COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

**(Sergeants' and Lieutenants' Unit)**

**OCTOBER 1, 2015 to SEPTEMBER 30, 2018**

**Contract Ratified:** 04/04/2019
**City Commission Approval:** 05/06/2019

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# ARTICLE 1

# PREAMBLE

**SECTION 1.1**

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

**SECTION 1.2**

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

**SECTION 1.3**

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

**SECTION 1.4**

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

# ARTICLE 2

# RECOGNITION

**SECTION 2.1**

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

**SECTION 2.2**

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

# ARTICLE 3

# SUBCONTRACTING

**SECTION 3.1**

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

**SECTION 3.2**

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

# ARTICLE 4

# EMPLOYEE RIGHTS

## SECTION 4.1

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

## SECTION 4.2

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

# ARTICLE 5

# MANAGEMENT RIGHTS

**SECTION 5.1**

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

**SECTION 5.2**

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

**SECTION 5.3**

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

**SECTION 5.4**

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

**SECTION 5.5**

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

**SECTION 5.5 (Continued)**

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

# ARTICLE 6

# NO STRIKES AND LOCKOUTS

## SECTION 6.1

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

## SECTION 6.2

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

## SECTION 6.3

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

# ARTICLE 7

# BULLETIN BOARDS AND MAILBOXES

**SECTION 7.1**

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

**SECTION 7.2**

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

**SECTION 7.3**

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

**SECTION 7.4**

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

# ARTICLE 8

# NO DISCRIMINATION

## SECTION 8.1

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

# ARTICLE 9

# WORKING OUT OF CLASSIFICATION

## SECTION 9.1

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

## SECTION 9.2

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

# ARTICLE 10

# WORK RULES

**SECTION 10.1**

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

**SECTION 10.2**

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

**SECTION 10.3**

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

**SECTION 10.4**

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

**SECTION 10.5**

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

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

**SECTION 10 (Continued)**

**SECTION 10.6**

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

# ARTICLE 11

# HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

**SECTION 11.1**

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

**SECTION 11.2**

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

**SECTION 11.3**

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

**SECTION 11.4 – RECALL**

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

**SECTION 11.5 –COURT TIME**

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

**SECTION 11.5 (Continued)**

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

## SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

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

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

## SECTION 11.7 - COMPENSATORY TIME

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

**A.** Training purposes.

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

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

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

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

# ARTICLE 12

# DISPOSITION OF GRIEVANCES

**SECTION 12.1**

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

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

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

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

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

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

**SECTION 12.1 (Continued)**

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

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

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

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

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

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

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

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

# ARTICLE 13

# SAFETY AND HEALTH

**SECTION 13.1**

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

**SECTION 13.2**

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

**SECTION 13.3**

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

**SECTION 13.4**

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

**SECTION 13.5**

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

# ARTICLE 14

# SENIORITY

## SECTION 14.1 – CITYWIDE SENIORITY

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

## SECTION 14.2 – DEPARTMENTAL SENIORITY

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

## SECTION 14.3 – CLASSIFICATION SENIORITY

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

## SECTION 14.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

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

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

## SECTION 14.5

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

# ARTICLE 15

# REDUCTION IN FORCE

**SECTION 15.1**

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

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

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

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

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

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

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

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

# ARTICLE 16

# PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

**SECTION 16.1**

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

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

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

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

Sergeant's eligibility requirements:

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

**SECTION 16.1 (Continued)**

Lieutenant's eligibility requirements:

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

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

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

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

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

**SECTION 16.1 (Continued)**

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

# ARTICLE 17

# INSURANCE

**SECTION 17.1**

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

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

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

# ARTICLE 18

# CHECKOFF

**SECTION 18.1**

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

**SECTION 18.2**

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

**SECTION 18.3**

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

**SECTION 18.4**

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

# ARTICLE 19

# UNION REPRESENTATION

**SECTION 19.1**

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

**SECTION 19.2**

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

**SECTION 19.3**

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

**SECTION 19.4**

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

**SECTION 19.5**

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

**SECTION 19 (Continued)**

**SECTION 19.6**

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

**SECTION 19.7**

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

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

**SECTION 19.8**

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

# ARTICLE 20

# HOLIDAYS

**SECTION 20.1**

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

**SECTION 20.2**

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

**SECTION 20.3**

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

**SECTION 20.4**

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

# ARTICLE 21

# VACATION LEAVE

**SECTION 21.1**

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

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

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

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

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

All regular employees shall accumulate vacation leave as follows:

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

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

**SECTION 21.2 (Continued)**

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

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

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

**SECTION 21.3 - USE OF VACATION LEAVE**

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

**SECTION 21.4**

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

**A.** Vacation leave;

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

**C.** Religious holidays;

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

**SECTION 21.5 - PAYMENT OF UNUSED VACATION LEAVE**

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

# ARTICLE 22

# SICK LEAVE

## SECTION 22.1 – RATE AT WHICH SICK LEAVE IS EARNED

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

## SECTION 22.2 – REQUEST FOR SICK LEAVE

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

## SECTION 22.3 – USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

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

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

## SECTION 22.4 –ACCUMULATION OF SICK LEAVE

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

## SECTION 22.5 CERTIFICATION BY A PHYSICIAN

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

**SECTION 22.5 (Continued)**

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

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

**SECTION 22.6 UNUSED SICK LEAVE**

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

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

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

# ARTICLE 23
# BEREAVEMENT LEAVE

## SECTION 23.1

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

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

## SECTION 23.2

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

# ARTICLE 24

# DRUG AND ALCOHOL TESTING

**SECTION 24.1**

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

**SECTION 24.2**

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

**SECTION 24.3**

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

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

**SECTION 24.4**

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

**SECTION 24.4 (Continued)**

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

**SECTION 24.5**

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

**SECTION 24.6**

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

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

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

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

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

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

**SECTION 24.6 (Continued)**

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

**SECTION 24.7**

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

**SECTION 24.8**

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

**SECTION 24.9**

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

**SECTION 24.10**

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

**SECTION 24 (Continued)**

**SECTION 24.11**

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

**SECTION 24.12**

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

# ARTICLE 25

# MAINTENANCE OF STANDARDS

## SECTION 25.1

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

# ARTICLE 26

# AFFIRMATIVE ACTION

**SECTION 26.1**

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

# ARTICLE 27

# INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES

## SECTION 27.1

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

# ARTICLE 28

# SEVERABILITY

**SECTION 28.1**

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

# ARTICLE 29

# EDUCATIONAL REIMBURSEMENT

## SECTION 29.1 SERGEANTS AND LIEUTENANTS

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

## SECTION 29.2

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

## SECTION 29.3

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

# ARTICLE 30

# RETIREMENT PLAN

## SECTION 30.1

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

## SECTION 30.2

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

## SECTION 30.3

Changes affecting new employees only effective October 1, 2012:

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

Changes affecting current unit members:

**A. Overtime**

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

**SECTION 30.3 (Continued)**

**B. Sick Leave and Vacation Time**

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

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

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

**SECTION 30.4**

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

**SECTION 30.5**

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

# ARTICLE 31

# WAGES

## LIEUTENANTS AND SERGEANTS
## FY ~~2017 –~~ 2018

**SECTION 31.1**

**FISCAL YEAR ~~2017 –~~ 2018**

For the CITY'S Fiscal Year ~~2017~~ ~~2018~~, a step pay plan for bargaining unit members is established as provided in Addendum A, which is incorporated herein.

**Lieutenants and Sergeants: Date of Promotion**

### LIEUTENANTS

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

### SERGEANTS

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

**SECTION 31.1 (Continued)**

The CITY shall provide a total of a ~~three~~ four and ½ percent (~~3~~ 4.5-%) increase to the bargaining unit's over-all Step Plan. For fiscal year 2018, the employees will remain in their current step. The employees' pay increase shall be calculated ~~on the adjusted Step Plan~~ as indicated in Addendum A chart . The employees pay increases shall be retroactive and relate back to the effective date of October 1, ~~2017~~ 2018. ~~The adjusted Step Plan is funded for year one (1) of this contract~~. ~~Eligibility for current steps (years in grade) shall be defined as follows: Pay steps shall be calculated as of October 1, 2016~~. . It is the City's policy that whenever an employee reaches the top of his/her pay range, they will receive a one-time bonus if a raise is negotiated.

**For the Rank of Sergeant;**

~~Sergeants in Step 1 of the previous Step Plan shall be eligible for Step 2 of the adjusted Step Plan. Sergeants in Step 2 of the previous Step Plan shall eligible to Step 3 of the adjusted Step Plan, and so on for each consecutive Step through Step 10.~~ Sergeants in Step 10 of the previous Step Plan shall receive a ~~three (3%)~~ four and one half (4 ½ ) percent raise.

**For the Rank of Lieutenant;**

~~Lieutenants in Step 1 of the previous Step Plan shall be eligible for Step 2 of the adjusted Step Plan. Lieutenants in Step 2 of the previous Step Plan shall eligible to Step 3 of the adjusted Step Plan, and so on for each consecutive Step through Step 7.~~ Lieutenants in Step 7 of the previous Step Plan shall receive ~~three (3%)~~ four and one half (4 ½) percent raise.

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

**SECTION 31.2 SPECIALIZED UNITS - INCENTIVE PAY**

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred and twenty dollars ($320.00) per month. K-9 Officers will receive a pay allowance of four hundred fifty dollars ($450.00) per month.

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

**SECTION 31.3 - HOUSING ALLOWANCE**

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand dollars $3000 per year or two hundred

fifty dollars ($250) per month, as funding permits. Officers must verify their address and notify HR of any address changes within seven 7 days.

**SECTION 31.4 EMERGENCY PAY**

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

# Addendum A

## Step Pay Plan

| SERGEANTS | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **STEPS** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10+** |
| **FY2018** | **66,954** | **68,142** | **69,386** | **70,630** | **71,876** | **73,120** | **74,365** | **75,609** | **76,847** | **78,104** |
| | **69,967** | **71,208** | **72,508** | **73,808** | **75,110** | **76,410** | **77,711** | **79,011** | **80,305** | **81618** |
| **LIEUTENANTS** | | | | | | | | | | |
| **STEPS** | **1** | **2** | **3** | **4** | **5** | **6** | **7+** | | | |
| **FY2018** | **80,918** | **82,416** | **83,914** | **85,413** | **86,911** | **88,410** | **89,909** | | | |
| | **84,559** | **86,125** | **87,690** | **89,257** | **90,822** | **92,388** | **93,955** | | | |

# ARTICLE 32

# DURATION OF AGREEMENT

**SECTION 32.1**

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

**FOR THE CITY OF FORT PIERCE**

**Linda Hudson** **Date**
**Mayor**

Witness by:

**Linda Cox** **Date**
**City Clerk**

**Nicholas Mimms** **Date**
**City Manager**

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

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

Approved as to form and correctness:

**Peter J. Sweeney, Esq.** **Date**
**City Attorney**

**FOR THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION**

**Al Boettjer** **Date**
**CFPBA Staff Representative**

**William Hall** **Date**
**Union Representative**

**Donald Christman** **Date**
**Union Representative**

# COLLECTIVE BARGAINING AGREEMENT

**BETWEEN THE**

## CITY OF FORT PIERCE

**AND THE**

## COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

**(Sergeants' and Lieutenants' Unit)**

**OCTOBER 1, 2015 to SEPTEMBER 30, 2018**

**Contract Ratified:** **04/04/2019**
**City Commission Approval:** **05/06/2019**

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# ARTICLE 1

# PREAMBLE

**SECTION 1.1**

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

**SECTION 1.2**

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

**SECTION 1.3**

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

**SECTION 1.4**

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

# ARTICLE 2

# RECOGNITION

**SECTION 2.1**

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

**SECTION 2.2**

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

# ARTICLE 3

# SUBCONTRACTING

**SECTION 3.1**

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

**SECTION 3.2**

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

# ARTICLE 4

# EMPLOYEE RIGHTS

## SECTION 4.1

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

## SECTION 4.2

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

# ARTICLE 5

# MANAGEMENT RIGHTS

**SECTION 5.1**

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

**SECTION 5.2**

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

**SECTION 5.3**

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

**SECTION 5.4**

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

**SECTION 5.5**

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

**SECTION 5.5 (Continued)**

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

# ARTICLE 6

# NO STRIKES AND LOCKOUTS

## SECTION 6.1

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

## SECTION 6.2

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

## SECTION 6.3

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

# ARTICLE 7

# BULLETIN BOARDS AND MAILBOXES

**SECTION 7.1**

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

**SECTION 7.2**

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

**SECTION 7.3**

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

**SECTION 7.4**

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

# ARTICLE 8

# NO DISCRIMINATION

## SECTION 8.1

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

# ARTICLE 9

# WORKING OUT OF CLASSIFICATION

## SECTION 9.1

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

## SECTION 9.2

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

# ARTICLE 10

# WORK RULES

**SECTION 10.1**

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

**SECTION 10.2**

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

**SECTION 10.3**

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

**SECTION 10.4**

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

**SECTION 10.5**

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

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

**SECTION 10 (Continued)**

**SECTION 10.6**

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

# ARTICLE 11

# HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

**SECTION 11.1**

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

**SECTION 11.2**

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

**SECTION 11.3**

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

**SECTION 11.4 – RECALL**

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

**SECTION 11.5 –COURT TIME**

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

**SECTION 11.5 (Continued)**

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

## SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

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

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

## SECTION 11.7 - COMPENSATORY TIME

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

**A.** Training purposes.

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

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

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

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

# ARTICLE 12

# DISPOSITION OF GRIEVANCES

**SECTION 12.1**

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

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

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

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

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

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

**SECTION 12.1 (Continued)**

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

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

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

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

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

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

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

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

# ARTICLE 13

# SAFETY AND HEALTH

**SECTION 13.1**

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

**SECTION 13.2**

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

**SECTION 13.3**

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

**SECTION 13.4**

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

**SECTION 13.5**

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

# ARTICLE 14

# SENIORITY

## SECTION 14.1 – CITYWIDE SENIORITY

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

## SECTION 14.2 – DEPARTMENTAL SENIORITY

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

## SECTION 14.3 – CLASSIFICATION SENIORITY

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

## SECTION 14.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

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

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

## SECTION 14.5

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

# ARTICLE 15

# REDUCTION IN FORCE

**SECTION 15.1**

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

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

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

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

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

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

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

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

# ARTICLE 16

# PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

**SECTION 16.1**

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

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

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

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

Sergeant's eligibility requirements:

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

Lieutenant's eligibility requirements:

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

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

**SECTION 16.1 (Continued)**

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

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

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

**SECTION 16.1 (Continued)**

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

# ARTICLE 17

# INSURANCE

**SECTION 17.1**

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

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

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

# ARTICLE 18

# CHECKOFF

**SECTION 18.1**

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

**SECTION 18.2**

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

**SECTION 18.3**

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

**SECTION 18.4**

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

# ARTICLE 19

# UNION REPRESENTATION

**SECTION 19.1**

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

**SECTION 19.2**

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

**SECTION 19.3**

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

**SECTION 19.4**

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

**SECTION 19.5**

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

**SECTION 19 (Continued)**

**SECTION 19.6**

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

**SECTION 19.7**

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

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

**SECTION 19.8**

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

# ARTICLE 20

# HOLIDAYS

**SECTION 20.1**

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

**SECTION 20.2**

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

**SECTION 20.3**

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

**SECTION 20.4**

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

# ARTICLE 21

# VACATION LEAVE

**SECTION 21.1**

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

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

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

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

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

All regular employees shall accumulate vacation leave as follows:

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

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

**SECTION 21.2 (Continued)**

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

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

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

**SECTION 21.3 - USE OF VACATION LEAVE**

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

**SECTION 21.4**

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

**A.** Vacation leave;

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

**C.** Religious holidays;

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

**SECTION 21.5 - PAYMENT OF UNUSED VACATION LEAVE**

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

# ARTICLE 22

# SICK LEAVE

## SECTION 22.1 – RATE AT WHICH SICK LEAVE IS EARNED

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

## SECTION 22.2 – REQUEST FOR SICK LEAVE

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

## SECTION 22.3 – USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

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

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

## SECTION 22.4 –ACCUMULATION OF SICK LEAVE

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

## SECTION 22.5 CERTIFICATION BY A PHYSICIAN

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

**SECTION 22.5 (Continued)**

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

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

**SECTION 22.6 UNUSED SICK LEAVE**

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

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

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

# ARTICLE 23
# BEREAVEMENT LEAVE

## SECTION 23.1

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

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

## SECTION 23.2

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

# ARTICLE 24

# DRUG AND ALCOHOL TESTING

**SECTION 24.1**

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

**SECTION 24.2**

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

**SECTION 24.3**

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

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

**SECTION 24.4**

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

**SECTION 24.4 (Continued)**

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

**SECTION 24.5**

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

**SECTION 24.6**

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

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

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

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

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

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

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

**SECTION 24 (Continued)**
**SECTION 24.7**

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

**SECTION 24.8**

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

**SECTION 24.9**

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

**SECTION 24.10**

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

**SECTION 24 (Continued)**

**SECTION 24.11**

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

**SECTION 24.12**

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

# ARTICLE 25

# MAINTENANCE OF STANDARDS

## SECTION 25.1

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

# ARTICLE 26

# AFFIRMATIVE ACTION

**SECTION 26.1**

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

# ARTICLE 27

# INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES

## SECTION 27.1

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

# ARTICLE 28

# SEVERABILITY

**SECTION 28.1**

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

# ARTICLE 29

# EDUCATIONAL REIMBURSEMENT

## SECTION 29.1 SERGEANTS AND LIEUTENANTS

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

## SECTION 29.2

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

## SECTION 29.3

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

# ARTICLE 30

# RETIREMENT PLAN

## SECTION 30.1

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

## SECTION 30.2

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

## SECTION 30.3

Changes affecting new employees only effective October 1, 2012:

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

Changes affecting current unit members:

**A. Overtime**

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

**SECTION 30.3 (Continued)**

**B. Sick Leave and Vacation Time**

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

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

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

**SECTION 30.4**

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

**SECTION 30.5**

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

# ARTICLE 31

# WAGES

# LIEUTENANTS AND SERGEANTS
# FY 2018

**SECTION 31.1**

**FISCAL YEAR 2018**

For the CITY'S Fiscal Year 2018, a step pay plan for bargaining unit members is established as provided in Addendum A, which is incorporated herein.

**Lieutenants and Sergeants: Date of Promotion**

## LIEUTENANTS

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

## SERGEANTS

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

**SECTION 31.1 (Continued)**

The CITY shall provide a total of a four and ½ percent (4.5%) increase to the bargaining unit's over-all Step Plan. For fiscal year 2018, the employees will remain in their current step. The employees' pay increase shall be calculated as indicated in Addendum A chart. The employees' pay increases shall be retroactive and relate back to the effective date of October 1, 2018. It is the City's policy that whenever an employee reaches the top of his/her pay range, they will receive a one-time bonus if a raise is negotiated.

**For the Rank of Sergeant;**

Sergeants in Step 10 of the previous Step Plan shall receive a four and one half percent (4.5%) raise.

**For the Rank of Lieutenant;**

Lieutenants in Step 7 of the previous Step Plan shall receive four and one half percent (4.5%) raise.

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

**SECTION 31.2 SPECIALIZED UNITS - INCENTIVE PAY**

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred and twenty dollars ($320.00) per month. K-9 Officers will receive a pay allowance of four hundred fifty dollars ($450.00) per month.

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

**SECTION 31.3 - HOUSING ALLOWANCE**

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand dollars $3000 per year or two hundred fifty dollars ($250) per month, as funding permits. Officers must verify their address and notify HR of any address changes within seven 7 days.

**SECTION 31.4 EMERGENCY PAY**

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

# Addendum A

## Step Pay Plan

| SERGEANTS | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **STEPS** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10+** |
| **FY2018 - 2019** | **69,967** | **71,208** | **72,508** | **73,808** | **75,110** | **76,410** | **77,711** | **79,011** | **80,305** | **81618** |
| **LIEUTENANTS** | | | | | | | | | | |
| **STEPS** | **1** | **2** | **3** | **4** | **5** | **6** | **7+** | | | |
| **FY2018 - 2019** | **84,559** | **86,125** | **87,690** | **89,257** | **90,822** | **92,388** | **93,955** | | | |

# ARTICLE 32

# DURATION OF AGREEMENT

**SECTION 32.1**

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

**FOR THE CITY OF FORT PIERCE**

**Linda Hudson** **Date**
**Mayor**

Witness by:

**Linda Cox** **Date**
**City Clerk**

**Nicholas C. Mimms** **Date**
**City Manager**

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

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

Approved as to form and correctness:

**Peter J. Sweeney, Esq.** **Date**
**City Attorney**

**FOR THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION**

**Al Boettjer** **Date**
**CFPBA Staff Representative**

**William Hall** **Date**
**Union Representative**

**Donald Christman** **Date**
**Union Representative**

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

**Meeting Date:** 05/06/2019

**Re:** Collective Bargaining Agreement with the International Union of Police Associations (IUPA)

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

**SUBJECT:**

Approval of the Collective Bargaining Agreement between the City of Fort Pierce and the International Union of Police Associations (IUPA) for the period of October 1, 2016 through September 30, 2019.

**SUMMARY:**

The City of Fort Pierce and the International Union of Police Associations (IUPA) have engaged in negotiations for a Collective Bargaining Agreement beginning October 1, 2016 through September 30, 2019. The attached Agreement was ratified by the union membership on April 4, 2019 and is now being submitted for City Commission approval.

**RECOMMENDATION:**

Approval of Collective Bargaining Agreement.

**ALTERNATIVES:**

Proceed as directed by City Commission.

**RESPONSIBLE STAFF:**

Kevin Browning, Human Relations Manager
Barbara G. Moore, Human Relations Generalist

**COORDINATED WITH:**

Robert Ridle, Deputy Chief of Police

**Fiscal Impact**

**Budgeted Y/N:** Y
**Fiscal Year:** 2019
**Account:** TBD
**Amount:** TBD

**FISCAL IMPACT:**

There will be a 4.5% salary increase.

**Attachments**

IUPA Collective Bargaining Agreement - Redline
IUPA Collective Bargaining Agreement - FINAL

# Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Finance Department | Johnna Morris | 04/24/2019 04:11 PM |
| City Manager | Nick Mimms | 04/26/2019 09:37 AM |
| Form Started By: Angela Wilkinson | | Started On: 03/29/2019 09:25 AM |
| Final Approval Date: 04/26/2019 | | |

# COLLECTIVE BARGAINING AGREEMENT

**BETWEEN THE**

# CITY OF FORT PIERCE

**AND THE**

# INTERNATIONAL UNION of POLICE ASSOCIATIONS, AFL-CIO

**(Police Officer Unit)**

## October 1, 2016 to September 30, 2019

Ratified: 04/04/2019
Approved: 05/06/2019

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# ARTICLE 1

# PREAMBLE

**SECTION 1.1**

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

**SECTION 1.2**

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

**SECTION 1.3**

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

**SECTION 1.4**

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

# ARTICLE 2

# RECOGNITION

**SECTION 2.1**

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

**SECTION 2.2**

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

# ARTICLE 3

# SUBCONTRACTING

**SECTION 3.1**

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

**SECTION 3.2**

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

# ARTICLE 4

# EMPLOYEE RIGHTS

**SECTION 4.1**

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

**SECTION 4.2**

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

**SECTION 4.3**

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

# ARTICLE 5

# MANAGEMENT RIGHTS

**SECTION 5.1**

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

**SECTION 5.2**

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

**SECTION 5.3**

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

**SECTION 5.4**

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

**SECTION 5.5**

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

# ARTICLE 6

# NO STRIKES AND LOCKOUTS

**SECTION 6.1**

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

**SECTION 6.2**

Employees shall be required to cross picket lines to perform their duties regardless of which labor organization or group is conducting the picketing.

**SECTION 6.3**

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

# ARTICLE 7

# BULLETIN BOARDS AND MAILBOXES

**SECTION 7.1**

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

**SECTION 7.2**

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

**SECTION 7.3**

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

**SECTION 7.4**

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

# ARTICLE 8

# WORKING OUT OF CLASSIFICATION

**SECTION 8.1**

Whenever an employee is directed by the Chief of Police or designee to work temporarily at one rank higher, the employee shall receive a stipend of three hundred and twenty dollars ($320.00) per month while working in that capacity. To qualify for this increase, the employee must work in the higher rank for a period exceeding thirty-four (34) hours. This assignment will apply only to Acting Sergeant from an Officer position.

**SECTION 8.2**

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

# ARTICLE 9

# WORK RULES

**SECTION 9.1**

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

**SECTION 9.2**

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

**SECTION 9.3**

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

# ARTICLE 10

# HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

**SECTION 10.1**

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14 day work cycle, with the exception of items covered in Article 10, Section 10.8.

**SECTION 10.2**

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 10.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

**SECTION 10.3**

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

**SECTION 10.4 - RECALL**

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

**SECTION 10.5 - COURT TIME**

If an employee attends court during the employee's off-duty time and as a part of the employee's regular duties, the employee will be compensated at a rate of time and one-half (1 1/2) for all hours worked over eighty (80), with a minimum of two and one-half (2 1/2) hours at the straight time rate. All private checks issued to officers will be turned in to Fiscal Management personnel. When attending more than one court hearing or state attorney hearings officers will be compensated at a rate of a minimum of two and one-half (2 1/2) hours at the straight time rate for each hearing in accordance with a two and one-half hour (2 1/2) window between the two hearings.

**SECTION 10 (Continued)**

**SECTION 10.6 - STAND BY PAY**

Detectives assigned to the Criminal Investigations Divisions who are required to be on standby duty and who are required to be available for call out at any time during the standby duty period, shall receive one hour pay at time and one-half of the employee's regular rate for each regular work day on such standby status, and two (2) times the employee's regular rate for such standby status on the employees day off, holidays included. In addition, such employee in standby status will be paid the employee's regular rate of pay, for all work performed when called to work from standby status in addition to all other hours worked.

**SECTION 10.7 - CLOTHING ALLOWANCE**

Officers required to wear plain clothes shall receive an allowance of one hundred-twenty dollars ($120.00) per month while assigned.

**SECTION 10.8 – COMPENSATORY TIME**

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

A. Training purposes.

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

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

Compensatory time shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief. Any compensatory time over exceed one hundred twenty (120) hours will be converted to pay at 1 1/2 times. 29 CFR §553.25.

**SECTION 10. 9 – K-9 OFFICER COMPENSATION**

Officers assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore,

the ASSOCIATION and the CITY agree that officers assigned to K-9 duty shall receive a stipend of ~~three hundred and twenty dollars ($320.00)~~ four hundred fifty dollars ($450) (for the care and maintenance of the K-9) per month while assigned to the K-9 Unit.

# ARTICLE 11

# DISPOSITION OF GRIEVANCES

**SECTION 11.1**

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

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

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

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

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

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

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

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

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

F. Time limits set in this Article shall not include Saturday's, Sunday's or paid holidays.

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

H. In lieu of the grievance process provided herein, employees grieving a suspension, demotion, or dismissal, may elect to use the City's Civil Service Appeals process. Employees elect to use either process to the abandonment of the other.

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

# ARTICLE 12

# SAFETY AND HEALTH

**SECTION 12.1**

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

**SECTION 12.2**

Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon recommendations from the CITY and or the ASSOCIATION.

**SECTION 12.3**

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

**SECTION 12.4**

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

**SECTION 12.5**

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

# ARTICLE 13

# SENIORITY

## SECTION 13.1 – CITYWIDE SENIORITY

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

## SECTION 13.2 – DEPARTMENTAL SENIORITY

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

## SECTION 13.3 - CLASSIFICATION SENIORITY

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

## SECTION 13.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

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

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

## SECTION 13.5

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

# ARTICLE 14

# REDUCTION IN FORCE

**SECTION 14.1**

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

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

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

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

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

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

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

F. The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

# ARTICLE 15

## PAGE IS LEFT INTENTIONALLY BLANK, RESERVED.

# ARTICLE 16

# INSURANCE

**SECTION 16.1**

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

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

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

C. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2018. If a committee is established, the CITY shall provide IUPA with the opportunity to appoint a member to serve on this committee.

# ARTICLE 17

# CHECKOFF

**SECTION 17.1**

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

**SECTION 17.2**

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

**SECTION 17.3**

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

**SECTION 17.4**

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

# ARTICLE 18

# UNION REPRESENTATION

**SECTION 18.1**

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

**SECTION 18.2**

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

**SECTION 18.3**

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

**SECTION 18.4**

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

**SECTION 18.5**

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

**SECTION 18 (continued)**

**SECTION 18.6**

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

**SECTION 18.7**

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

Charges against the Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the International Union of Police Associations or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 18.8.

The use of the Time Pool shall be handled in the same manner as Vacation requests. The ASSOCIATION and CITY agree that this Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the ASSOCIATION Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

**SECTION 18.8**

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

# ARTICLE 19

# FIELD TRAINING OFFICER (F.T.O.)

**SECTION 19.1**

The CITY agrees to compensate officers designated as a F.T.O. one and one-half (1 1/2) hours of overtime for every day the F.T.O. is assigned a trainee.

**SECTION 19.2**

The F.T.O. shall have one (1) (Private First Class type) stripe attached to the uniform sleeves to signify his/her position

# ARTICLE 20

# SPECIALIZED UNITS

**SECTION 20.1**

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

# ARTICLE 21

# DAMAGED PERSONAL PROPERTY

**SECTION 21.1**

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

**SECTION 21.2**

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

- $100.00 Limit: watches and non-prescription sunglasses.

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

**SECTION 21.3**

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

# ARTICLE 22

# HOLIDAYS

**SECTION 22.1**

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

**SECTION 22.2**

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

**SECTION 22.3**

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

**SECTION 22.4**

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (l 1/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

# ARTICLE 23

# VACATION LEAVE

**SECTION 23.1**

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

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

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

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

**SECTION 23.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID**

All regular employees shall accumulate vacation leave as follows:

| | | |
|---|---|---|
| A. | One (1) year of service but less than five (5): | 96 hours per year |
| B. | Five (5) years of service but less than ten (10): | 112 hours per year |
| C. | Ten (l0) years of service and over: | 136 hours per year |
| D. | Fifteen (15) years of continuous service and over: | 160 hours per year |

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

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty

**SECTION 23 (Continued)**

(240) hours will be considered forfeited and lost at the close of each fiscal year (September 30). Vacation pay will be computed at the employee's base rate of pay.

If an Officer is on a paid administrative leave exceeding 30 days in the final five months of the fiscal year up to September 30, the officer can request to use vacation leave - subject to approval by the Chief of Police and Appointing Authority.

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

**SECTION 23.3 - USE OF VACATION LEAVE**

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall approve vacation leave so as to meet the operating requirements of the department.

**SECTION 23.4**

For vacation purposes, reinstated employees are considered new employees.

Annual leave may be granted for the following purposes:

A. Vacation leave;

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

C. Religious holidays;

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

E. Any absences from work not covered by other types of leave provisions established by these rules.

**SECTION 23.5 - PAYMENT OF UNUSED VACATION LEAVE**

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

.

# ARTICLE 24

# SICK LEAVE

## SECTION 24.1 - RATE AT WHICH SICK LEAVE IS EARNED

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

## SECTION 24.2 - REQUEST FOR SICK LEAVE

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

## SECTION 24.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

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

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

## SECTION 24.4 - ACCUMULATION OF SICK LEAVE

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

## SECTION 24.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

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

**SECTION 24.6 - UNUSED SICK LEAVE**

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.

C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay, provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

# ARTICLE 25

# BEREAVEMENT LEAVE

**SECTION 25.1**

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

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

**SECTION 25.2**

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

# ARTICLE 26

# DRUG AND ALCOHOL TESTING

**SECTION 26.1**

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

**SECTION 26.2**

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

**SECTION 26.3**

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

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

**SECTION 26.4**

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty accident, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed

on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

**SECTION 26.5**

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

**SECTION 26.6**

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

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

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

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

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

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

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

**SECTION 26.7**

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in a one year period.

**SECTION 26.8**

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

**SECTION 26.9**

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

**SECTION 26.10**

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

**SECTION 26.11**

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

**SECTION 26.12**

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

# ARTICLE 27

# PAGE LEFT INTENTIONALLY BLANK, RESERVED.

# ARTICLE 28

# AFFIRMATIVE ACTION

**SECTION 28.1**

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

# ARTICLE 29

# INTERNAL AND EXTERNAL INVESTIGATIONS

**SECTION 29.1**

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

# ARTICLE 30

# SEVERABILITY

**SECTION 30.1**

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

# ARTICLE 31

# EDUCATIONAL REIMBURSEMENT

**SECTION 31.1**

The CITY agrees to reimburse employees for tuition costs at the current state rate required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two ( 2) years beyond this date or reimburse the CITY for any funds expended on tuition. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program.

**SECTION 31.2**

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

**SECTION 31.3**

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

# ARTICLE 32

# RETIREMENT PLAN

**SECTION 32.1**

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

**SECTION 32.2**

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

**SECTION 32.3**

Employees hired after October1, 2012,

1. Change the vesting period from 5 to 10 years.

2. Capping the 3.0 percent multiplier to maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not exceed $100,000.

3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.

4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October 1, 2012:

**A. Overtime**

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

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

**B. Sick Leave and Vacation Time**

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

**SECTION 32.3 (Continued)**

2. Sick leave and vacation time accrued after the effective date of this Agreement (October 1, 2012) shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.

3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of September 30, 2012, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file. –

**SECTION 32.4**

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

**SECTION 32.5**

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

# ARTICLE 33

# WAGES

**SECTION 33.1**

For the CITY'S Fiscal Year 2018, a step pay ~~plan~~ scale for bargaining unit members is established as provided in Addendum A, which is incorporated herein.

~~Eligibility for current steps shall be defined as follows~~: Pay steps shall be calculated as of October 1, during the contract period.

The CITY shall provide a total of a ~~three percent (3%)~~ four and one half (4 ½ ) percent increase to the bargaining unit's over-all Step Plan. The employees' pay increase shall be calculated on the adjusted Step Plan. The employees pay increases shall be retroactive and relate back to the effective date of October 1, ~~2017~~ 2018. ~~The adjusted Step Plan is funded for year one (1) of this contract. The previous Step Plan consisted of fifteen (15) Steps.~~ The ~~new~~ existing Step Plan consists of eleven (11) Steps. Eligibility for current steps shall be defined as follows: officers will remain in their current step from the previous year.

~~Pay steps shall be calculated as of October 1, 2017~~.

~~Officers in Step 1 and Step 2 of the previous Step Plan shall be eligible for Step 2 of the adjusted Step Plan. Designated officers in step 2 shall be eligible for Step 3 of the adjusted step plan. Officers in Step 3 of the previous Step Plan Shall be eligible for Step 3 of the adjusted Step Plan. Officers in Step 4 of the previous Step Plan Shall be eligible for Step 4 of the adjusted Step Plan. Officers in Step 5 and Step 6 of the previous Step Plan shall be eligible for Step 5 of the adjusted Step Plan. Officers in Step 7 of the previous Step Plan shall be eligible for Step 6 of the adjusted Step Plan. Officers in Step 8 of the previous Step Plan shall be eligible for Step 7 of the adjusted Step Plan. Officers in Step 9 and Step 10 of the previous Step Plan shall be eligible for Step 8 of the adjusted Step Plan. Officers in Step 11 of the previous Step Plan shall be eligible for Step 9 of the adjusted Step Plan. Officers in Step 12 and Step 13 of the previous Step Plan shall be eligible for Step 10 of the adjusted Step Plan. Officers in Step 14 of the previous Step Plan shall be eligible for Step 11 of the adjusted Step Plan~~. Officers in Step 15 of the previous Step Plan shall be eligible for a ~~three percent (3%)~~ four and one half (4 ½) percent raise.

Future step advancements shall be subject to successor negotiations between the parties.

For the purposes of calculating years of service, only time in grade as a certified police officer employed with the CITY shall be used.

Pay Increases and Retroactive Pay shall only be awarded to employees that are employed at the police department at the time the contract is ratified by the CITY, and implemented (paid) by payroll.

Newly hired employees with experience as a law enforcement officer may be advanced up to Step 4 in the pay plan.

**SECTION 33.2 – Incentive Pay**

Specialized Units, to include Detectives, Crime Prevention Officers, Training Officer, Armorer, Traffic Officer and Recruiting Officer shall receive a stipend of three hundred and twenty dollars ($320.00) per month. Employees may only receive one Specialized Unit stipend. However, employees may receive their Specialized Unit stipend and any additional compensation authorized by this Agreement and applicable law if acting in the capacity of an Acting Sergeant or as a Trainer Instructor as outlined in Articles 8 and 20 of this Agreement.

**SECTION 33.3 - HOUSING ALLOWANCE**

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand dollars $3000 per year or two hundred fifty dollars ($250) per month, as funding permits. Officers must notify HR of any address changes within seven (7) days.

SECTION 33.4 EMERGENCY PAY

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

# Addendum A-IUPA

| STEP PLAN | 3% Step | 4.5% Across the Board |
|---|---|---|
| STEPS | FY 2018 | |
| N/C | $31,200 | $31,200 |
| 1 | $42,802 | $44,728 |
| 2 | $43,886 | $45,861 |
| 3 | $45,042 | $47,069 |
| 4 | $46,760 | $48,864 |
| 5 | $49,706 | $51,943 |
| 6 | $51,407 | $53,720 |
| 7 | $53,109 | $55,499 |
| 8 | $56,511 | $59,054 |
| 9 | $58,213 | $60,833 |
| 10 | $61,615 | $64,388 |
| 11 | 3% | 4.5% |
| 12 | 3% | 4.5% |
| 13 | 3% | 4.5% |
| 14 | 3% | 4.5% |
| 15+ | 3% | 4.5% |

NC=Non-Certified

# ARTICLE 34

# DURATION OF AGREEMENT

**SECTION 34.1**

This Agreement shall be effective October 1, 2016 and shall remain in force up to and including September 30, 2019.

The Contract will be open only for negotiation of Wages (Article 31) for the 2018 - 2019 fiscal years by either party. In addition, either party shall be permitted to reopen one (1) additional article for negotiation.

***For The City of Fort Pierce***

_____

Linda Hudson Date
Mayor

Witnessed by:

_____

Linda Cox Date
City Clerk

_____

Nicholas C. Mimms Date
City Manager

_____

Diane Hobley-Burney Date
Chief of Police

_____

Kevin E. Browning Date
Chief Negotiator / HR

Approved as to form and correctness:

_____

Peter J. Sweeney, Esq. Date
City Attorney

***International Union of Police Associations AFL-CIO***

_____

Kyle McCarthy Date
President, Local 6002

_____

Roberto Sarmiento /Mike Massey Date
Vice President, Local 6002

_____

John Ward Date
Secretary, Local 6002

# COLLECTIVE BARGAINING AGREEMENT

**BETWEEN THE**

# CITY OF FORT PIERCE

**AND THE**

# INTERNATIONAL UNION of POLICE ASSOCIATIONS, AFL-CIO

**(Police Officer Unit)**

## October 1, 2016 to September 30, 2019

Ratified: 04/04/2019
Approved: 05/06/2019

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# ARTICLE 1

# PREAMBLE

**SECTION 1.1**

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

**SECTION 1.2**

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

**SECTION 1.3**

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

**SECTION 1.4**

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

# ARTICLE 2

# RECOGNITION

**SECTION 2.1**

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

**SECTION 2.2**

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

# ARTICLE 3

# SUBCONTRACTING

**SECTION 3.1**

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

**SECTION 3.2**

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

# ARTICLE 4

# EMPLOYEE RIGHTS

**SECTION 4.1**

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

**SECTION 4.2**

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

**SECTION 4.3**

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

# ARTICLE 5

# MANAGEMENT RIGHTS

**SECTION 5.1**

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

**SECTION 5.2**

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

**SECTION 5.3**

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

**SECTION 5.4**

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

**SECTION 5.5**

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

# ARTICLE 6

# NO STRIKES AND LOCKOUTS

**SECTION 6.1**

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

**SECTION 6.2**

Employees shall be required to cross picket lines to perform their duties regardless of which labor organization or group is conducting the picketing.

**SECTION 6.3**

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

# ARTICLE 7

# BULLETIN BOARDS AND MAILBOXES

**SECTION 7.1**

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

**SECTION 7.2**

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

**SECTION 7.3**

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

**SECTION 7.4**

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

# ARTICLE 8

# WORKING OUT OF CLASSIFICATION

**SECTION 8.1**

Whenever an employee is directed by the Chief of Police or designee to work temporarily at one rank higher, the employee shall receive a stipend of three hundred and twenty dollars ($320.00) per month while working in that capacity. To qualify for this increase, the employee must work in the higher rank for a period exceeding thirty-four (34) hours. This assignment will apply only to Acting Sergeant from an Officer position.

**SECTION 8.2**

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

# ARTICLE 9

# WORK RULES

**SECTION 9.1**

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

**SECTION 9.2**

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

**SECTION 9.3**

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

# ARTICLE 10

# HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

**SECTION 10.1**

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14 day work cycle, with the exception of items covered in Article 10, Section 10.8.

**SECTION 10.2**

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 10.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

**SECTION 10.3**

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

**SECTION 10.4 - RECALL**

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

**SECTION 10.5 - COURT TIME**

If an employee attends court during the employee's off-duty time and as a part of the employee's regular duties, the employee will be compensated at a rate of time and one-half (1 1/2) for all hours worked over eighty (80), with a minimum of two and one-half (2 1/2) hours at the straight time rate. All private checks issued to officers will be turned in to Fiscal Management personnel. When attending more than one court hearing or state attorney hearings officers will be compensated at a rate of a minimum of two and one-half (2 1/2) hours at the straight time rate for each hearing in accordance with a two and one-half hour (2 1/2) window between the two hearings.

**SECTION 10 (Continued)**

**SECTION 10.6 - STAND BY PAY**

Detectives assigned to the Criminal Investigations Divisions who are required to be on standby duty and who are required to be available for call out at any time during the standby duty period, shall receive one hour pay at time and one-half of the employee's regular rate for each regular work day on such standby status, and two (2) times the employee's regular rate for such standby status on the employees day off, holidays included. In addition, such employee in standby status will be paid the employee's regular rate of pay, for all work performed when called to work from standby status in addition to all other hours worked.

**SECTION 10.7 - CLOTHING ALLOWANCE**

Officers required to wear plain clothes shall receive an allowance of one hundred-twenty dollars ($120.00) per month while assigned.

**SECTION 10.8 – COMPENSATORY TIME**

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

A. Training purposes.

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

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

Compensatory time shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief. Any compensatory time over exceed one hundred twenty (120) hours will be converted to pay at 1 1/2 times. 29 CFR §553.25.

**SECTION 10. 9 – K-9 OFFICER COMPENSATION**

Officers assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore,

the ASSOCIATION and the CITY agree that officers assigned to K-9 duty shall receive a stipend of four hundred fifty dollars ($450) (for the care and maintenance of the K-9) per month while assigned to the K-9 Unit.

# ARTICLE 11

# DISPOSITION OF GRIEVANCES

**SECTION 11.1**

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

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

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

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

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

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

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

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

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

F. Time limits set in this Article shall not include Saturday's, Sunday's or paid holidays.

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

H. In lieu of the grievance process provided herein, employees grieving a suspension, demotion, or dismissal, may elect to use the City's Civil Service Appeals process. Employees elect to use either process to the abandonment of the other.

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

# ARTICLE 12

# SAFETY AND HEALTH

**SECTION 12.1**

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

**SECTION 12.2**

Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon recommendations from the CITY and or the ASSOCIATION.

**SECTION 12.3**

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

**SECTION 12.4**

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

**SECTION 12.5**

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

# ARTICLE 13

# SENIORITY

## SECTION 13.1 – CITYWIDE SENIORITY

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

## SECTION 13.2 – DEPARTMENTAL SENIORITY

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

## SECTION 13.3 - CLASSIFICATION SENIORITY

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

## SECTION 13.4

Seniority will be lost when an employee:

A. Terminates voluntarily;

B. Is discharged for cause;

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

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

## SECTION 13.5

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

# ARTICLE 14

# REDUCTION IN FORCE

**SECTION 14.1**

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

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

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

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

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

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

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

F. The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

# ARTICLE 15

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# ARTICLE 16

# INSURANCE

**SECTION 16.1**

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

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

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

C. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2018. If a committee is established, the CITY shall provide IUPA with the opportunity to appoint a member to serve on this committee.

# ARTICLE 17

# CHECKOFF

**SECTION 17.1**

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

**SECTION 17.2**

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

**SECTION 17.3**

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

**SECTION 17.4**

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

# ARTICLE 18

# UNION REPRESENTATION

**SECTION 18.1**

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

**SECTION 18.2**

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

**SECTION 18.3**

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

**SECTION 18.4**

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

**SECTION 18.5**

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

**SECTION 18 (continued)**

**SECTION 18.6**

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

**SECTION 18.7**

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

Charges against the Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the International Union of Police Associations or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 18.8.

The use of the Time Pool shall be handled in the same manner as Vacation requests. The ASSOCIATION and CITY agree that this Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the ASSOCIATION Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

**SECTION 18.8**

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

# ARTICLE 19

# FIELD TRAINING OFFICER (F.T.O.)

**SECTION 19.1**

The CITY agrees to compensate officers designated as a F.T.O. one and one-half (1 1/2) hours of overtime for every day the F.T.O. is assigned a trainee.

**SECTION 19.2**

The F.T.O. shall have one (1) (Private First Class type) stripe attached to the uniform sleeves to signify his/her position

# ARTICLE 20

# SPECIALIZED UNITS

**SECTION 20.1**

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

# ARTICLE 21

# DAMAGED PERSONAL PROPERTY

**SECTION 21.1**

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

**SECTION 21.2**

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

- $100.00 Limit: watches and non-prescription sunglasses.

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

**SECTION 21.3**

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

# ARTICLE 22

# HOLIDAYS

**SECTION 22.1**

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

**SECTION 22.2**

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

**SECTION 22.3**

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

**SECTION 22.4**

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (l 1/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

# ARTICLE 23

# VACATION LEAVE

**SECTION 23.1**

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

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

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

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

**SECTION 23.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID**

All regular employees shall accumulate vacation leave as follows:

| | | |
|---|---|---|
| A. | One (1) year of service but less than five (5): | 96 hours per year |
| B. | Five (5) years of service but less than ten (10): | 112 hours per year |
| C. | Ten (l0) years of service and over: | 136 hours per year |
| D. | Fifteen (15) years of continuous service and over: | 160 hours per year |

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

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty

**SECTION 23 (Continued)**

(240) hours will be considered forfeited and lost at the close of each fiscal year (September 30). Vacation pay will be computed at the employee's base rate of pay.

If an Officer is on a paid administrative leave exceeding 30 days in the final five months of the fiscal year up to September 30, the officer can request to use vacation leave - subject to approval by the Chief of Police and Appointing Authority.

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

**SECTION 23.3 - USE OF VACATION LEAVE**

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall approve vacation leave so as to meet the operating requirements of the department.

**SECTION 23.4**

For vacation purposes, reinstated employees are considered new employees.

Annual leave may be granted for the following purposes:

A. Vacation leave;

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

C. Religious holidays;

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

E. Any absences from work not covered by other types of leave provisions established by these rules.

**SECTION 23.5 - PAYMENT OF UNUSED VACATION LEAVE**

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

.

# ARTICLE 24

# SICK LEAVE

## SECTION 24.1 - RATE AT WHICH SICK LEAVE IS EARNED

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

## SECTION 24.2 - REQUEST FOR SICK LEAVE

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

## SECTION 24.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

A. Personal injury or illness not connected with work.

B. Pregnancy.

C. Necessary appointments with physicians or dentists.

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

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

## SECTION 24.4 - ACCUMULATION OF SICK LEAVE

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

## SECTION 24.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

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

**SECTION 24.6 - UNUSED SICK LEAVE**

A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.

B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.

C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay, provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

# ARTICLE 25

# BEREAVEMENT LEAVE

**SECTION 25.1**

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

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

**SECTION 25.2**

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

# ARTICLE 26

# DRUG AND ALCOHOL TESTING

**SECTION 26.1**

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

**SECTION 26.2**

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

**SECTION 26.3**

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

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

**SECTION 26.4**

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty accident, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed

on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

**SECTION 26.5**

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

**SECTION 26.6**

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

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

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

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

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

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

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

**SECTION 26.7**

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in a one year period.

**SECTION 26.8**

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

**SECTION 26.9**

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

**SECTION 26.10**

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

**SECTION 26.11**

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

**SECTION 26.12**

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

# ARTICLE 27

# PAGE LEFT INTENTIONALLY BLANK, RESERVED.

# ARTICLE 28

# AFFIRMATIVE ACTION

**SECTION 28.1**

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

# ARTICLE 29

# INTERNAL AND EXTERNAL INVESTIGATIONS

**SECTION 29.1**

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

# ARTICLE 30

# SEVERABILITY

**SECTION 30.1**

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

# ARTICLE 31

# EDUCATIONAL REIMBURSEMENT

**SECTION 31.1**

The CITY agrees to reimburse employees for tuition costs at the current state rate required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two ( 2) years beyond this date or reimburse the CITY for any funds expended on tuition. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program.

**SECTION 31.2**

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

**SECTION 31.3**

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

# ARTICLE 32

# RETIREMENT PLAN

**SECTION 32.1**

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

**SECTION 32.2**

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

**SECTION 32.3**

Employees hired after October1, 2012,

1. Change the vesting period from 5 to 10 years.

2. Capping the 3.0 percent multiplier to maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not exceed $100,000.

3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.

4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October 1, 2012:

**A. Overtime**

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

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

**B. Sick Leave and Vacation Time**

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

**SECTION 32.3 (Continued)**

2. Sick leave and vacation time accrued after the effective date of this Agreement (October 1, 2012) shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.

3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of September 30, 2012, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file. –

**SECTION 32.4**

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

**SECTION 32.5**

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

# ARTICLE 33

# WAGES

**SECTION 33.1**

For the CITY'S Fiscal Year 2018, a step pay scale for bargaining unit members is established as provided in Addendum A, which is incorporated herein.

Pay steps shall be calculated as of October 1, during the contract period.

The CITY shall provide a total of a four and one half (4 ½ ) percent increase to the bargaining unit's over-all Step Plan. The employees' pay increase shall be calculated on the adjusted Step Plan. The employees pay increases shall be retroactive and relate back to the effective date of October 1, 2018. The existing Step Plan consists of eleven (11) Steps. Eligibility for current steps shall be defined as follows: officers will remain in their current step from the previous year.

Officers in Step 15 of the previous Step Plan shall be eligible for a four and one half (4 ½) percent raise.

Future step advancements shall be subject to successor negotiations between the parties.

For the purposes of calculating years of service, only time in grade as a certified police officer employed with the CITY shall be used.

Pay Increases and Retroactive Pay shall only be awarded to employees that are employed at the police department at the time the contract is ratified by the CITY, and implemented (paid) by payroll.

Newly hired employees with experience as a law enforcement officer may be advanced up to Step 4 in the pay plan.

**SECTION 33.2 – Incentive Pay**

Specialized Units, to include Detectives, Crime Prevention Officers, Training Officer, Armorer, Traffic Officer and Recruiting Officer shall receive a stipend of three hundred and twenty dollars ($320.00) per month. Employees may only receive one Specialized Unit stipend. However, employees may receive their Specialized Unit stipend and any additional compensation authorized by this Agreement and applicable law if acting in the capacity of an Acting Sergeant or as a Trainer Instructor as outlined in Articles 8 and 20 of this Agreement.

**SECTION 33.3 - HOUSING ALLOWANCE**

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand dollars $3000 per year or two hundred fifty dollars ($250) per month, as funding permits. Officers must notify HR of any address changes within seven (7) days.

**SECTION 33.4 - EMERGENCY PAY**

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

# Addendum A-IUPA

| STEP PLAN | 4.5% Across the Board |
|---|---|
| STEPS | |
| N/C | $31,200 |
| 1 | $44,728 |
| 2 | $45,861 |
| 3 | $47,069 |
| 4 | $48,864 |
| 5 | $51,943 |
| 6 | $53,720 |
| 7 | $55,499 |
| 8 | $59,054 |
| 9 | $60,833 |
| 10 | $64,388 |
| 11 | 4.5% |
| 12 | 4.5% |
| 13 | 4.5% |
| 14 | 4.5% |
| 15+ | 4.5% |

NC=Non-Certified

# ARTICLE 34

# DURATION OF AGREEMENT

**SECTION 34.1**

This Agreement shall be effective October 1, 2016 and shall remain in force up to and including September 30, 2019.

The Contract will be open only for negotiation of Wages (Article 31) for the 2018 - 2019 fiscal years by either party. In addition, either party shall be permitted to reopen one (1) additional article for negotiation.

***For The City of Fort Pierce***

_____

Linda Hudson Date
Mayor

Witnessed by:

_____

Linda Cox Date
City Clerk

_____

Nicholas C. Mimms Date
City Manager

_____

Diane Hobley-Burney Date
Chief of Police

_____

Kevin E. Browning Date
Chief Negotiator / HR

Approved as to form and correctness:

_____

Peter J. Sweeney, Esq. Date
City Attorney

***International Union of Police Associations AFL-CIO***

_____

Kyle MacCarthy Date
President, Local 6002

_____

Roberto Sarmiento /Mike Massey Date
Vice President, Local 6002

_____

John Ward Date
Secretary, Local 6002

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

**Meeting Date:** 05/06/2019

**Re:** Approval of Brothers' Construction SA No. 1 (Ref. Bid No. 2018-014 Marine Contracting Services) for the Melody Lane Seawall Replacement

**Submitted For:** John Andrews, City Engineer, Engineering

**SUBJECT:**

Approval of Brothers' Construction Specific Authorization No. 1 (Ref. Bid No. 2018-014 Marine Contracting Services) in the amount of $1,086,000 for the design-build of a new seawall and sidewalk along a portion of Melody Lane.

**SUMMARY:**

In 2017 Hurricane Irma caused significant damage to the existing seawall and pedestrian sidewalk situated along Melody Lane. The project has been tentatively approved by FEMA for 75% reimbursement for the reconstruction of 510 LF of seawall and adjacent sidewalk. The new seawall will extend from Marina Square at Orange Avenue south 510 LF to a point 200 LF north of the Melody Lane Fishing Pier.

**RECOMMENDATION:**

Approval

**ALTERNATIVES:**

Deny and proceed with request for bid solicitations. However, staff does not support this option due to the FEMA funding time constraints specifying construction completion by March 2020.

**RESPONSIBLE STAFF:**

Engineering

**COORDINATED WITH:**

Risk Manager, FEMA

**Fiscal Impact**

| | |
|---|---|
| **Budgeted Y/N:** | N |
| **Fiscal Year:** | N/A |
| **Account:** | 001-6000-513-6320 |
| **Amount:** | $1,086,000 |

**FISCAL IMPACT:**

Initial funding from General Account No. 001-6000-513-6320 with a subsequent FEMA reimbursement of $814,500.

**Attachments**

Location Sketch
SA No. 1 - CA Approved

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Johnna Morris | 04/25/2019 08:41 AM |
| City Manager | Nick Mimms | 04/26/2019 09:37 AM |
| Form Started By: Tracy Telle | | Started On: 04/03/2019 07:14 AM |
| Final Approval Date: 04/26/2019 | | |




Q:\Engineering CADD Files\Drawings\Projects\Lane\Melody Lane\Melody Lane Seawall Replacement.dwg

THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT

# MELODY LANE SEAWALL REPLACEMENT

| | |
|---|---|
| DATE: | APRIL 3, 2019 |
| SCALE: | N.T.S. |
| DRAWN: | D.SUMNER |

SHEET 1

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: TRACY TELLE, ASSISTANT CITY ENGINEER

FROM: Peter Sweeney, City Attorney

RE: Brothers' Construction Specfic Authorization No. 1 Melody Lane Seawall Replacement Ref. Bid No. 2018-014 – Marine Contracting Services

CAO RLS File: No. 19-70

DATE: April 4, 2019

I have reviewed the Request for Legal Services related to the contract for the Melody Lane seawall replacement - Brothers' Construction (Specific Authorization No. 1). It is approved as to Form and Correctness and I have signed in the appropriate signature spaces.

If you have any further questions, please contact this office via phone or email.

Thank you.

PS/mm

cc: Nicholas C. Mimms, P.E., City Manager
John R. Andrews, P.E. City Engineer
Linda Cox, City Clerk

OIC
4/8/19

RECEIVED
TIME
APR 05 2019
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

**SPECIFIC AUTHORIZATION NO. 1**

**MELODY LANE SEAWALL REPLACEMENT**
**REF. BID NO. 2018-014**

**SCOPE OF SERVICES**

Pursuant to the provisions contained in "Bid No. 2018-014 – Marine Contracting Services" between The City of Fort Pierce (hereinafter referred to as "CITY") and Brothers Construction, Inc. (hereinafter referred to as "CONTRACTOR") dated the 2nd day of March 2018, CITY authorizes the CONTRACTOR to provide services in accordance with the terms and conditions set forth in Bid No. 2018-014.

The CITY desires additional design-build services relating to the replacement of 510 LF of the Melody Lane Seawall, hereinafter referred to as the "Project".

This Project is a FEMA funded project.

**Section 1 - Scope of Work and Schedule of Services**

CONTRACTOR will provide the following services in accordance with this AUTHORIZATION:

Professional contractual services are required for the preparation of engineering plans and specification package to support the design, permitting, and construction of 510 LF of precast concrete seawall, associated concrete piles, sidewalk and roadway reconstruction along Melody Lane. The proposed improvements and scope of services are more particularly described in Exhibit "A", attached hereto and incorporated by reference herein.

**Section 2 - Deliverables**

CONTRACTOR shall provide the following deliverables to the CITY as listed below and as described in Exhibit "A', attached hereto and incorporated by reference herein:

| | |
|---|---|
| Final Design Drawings | 8 Weeks from NTP |
| Permitting | 10 Weeks from NTP |
| Construction Commencement | 12 Weeks from NTP |
| Construction Completion & Acceptance | 38 Weeks from NTP |

**SPECIFIC AUTHORIZATION NO. 1**

**MELODY LANE SEAWALL REPLACEMENT**
**REF. BID NO. 2018-014**

**Section 3 - Method and Amount of Compensation**

CITY will compensate CONTRACTOR for services under this AUTHORIZATION in accordance with the payment method set forth in the attached Exhibit "A", attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed $1,086,000.00

**Section 4 - CITY's Responsibilities**

CITY hereby designates City Engineer or designee as CITY's representative pursuant to Section 8 of the AGREEMENT.

**Section 5 - Other Provisions**

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

**IN WITNESS WHEREOF,** this AGREEMENT, consisting of four pages has been fully executed on behalf of the CONTRACTOR by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

**CITY OF FORT PIERCE, FLORIDA:**

By: _____ Date: _____
Linda Hudson, Mayor

Attest: _____
Linda Cox, City Clerk

**SPECIFIC AUTHORIZATION NO. 1**

**MELODY LANE SEAWALL REPLACEMENT**
**REF. BID NO. 2018-014**

**BROTHERS' CONSTRUCTION, INC.**

By:_____ Date: 4/1/19
Wade Diekman, President

**APPROVED AS TO FORM & CORRECTNESS:**

By:_____ Date: 4/4/19
Peter J. Sweeney, City Attorney

# EXHIBIT "A"

## BROTHERS' CONSTRUCTION, INC.
## Melody Lane Emergency Seawall Repair

| | | | | | |
|---|---|---|---|---|---|
| **Concrete wall:** | | | | | |
| 1 | Mobilization including payment & performance bonds and insurance | 1 | LS | $75,000.00 | $75,000.00 |
| 2 | Erosion protection | 1 | LS | $5,000.00 | $5,000.00 |
| 3 | M.O.T. including temporary barrier wall and signage | 1 | LS | $28,000.00 | $28,000.00 |
| 4 | Concrete & compaction testing, turbidity monitoring | 1 | LS | $6,500.00 | $6,500.00 |
| 5 | Pre- & post-construction building surveys, vibration monitoring | 1 | LS | $12,000.00 | $12,000.00 |
| 6 | Demolition including disposal of existing wall cap and sidewalk | 1 | LS | $88,000.00 | $88,000.00 |
| 7 | Precast concrete, sheet pile (precast 7'-10" widths X 8" thick) various lengths up to 14', reinforced with #5 bars @ 6" O.C. E.W. | 510 | LF | $210.00 | $107,100.00 |
| 8 | Concrete king & batter piles (14 " square FDOT prestressed concrete @ 8' O.C.) 20' king pile lengths and 35' batter pile lengths including precast panel installation and driven batter piles | 510 | LF | $718.00 | $366,180.00 |
| 9 | Closure pour/tie-in allowance at wall terminations, pipe penetrations & wall deflections/corners | 1 | LS | $5,000.00 | $5,000.00 |
| 10 | Panel closures including non-shrink grout and filter fabric at concrete panel joints, geotextile fabric consist of 2' strips extending from bottom of cap to 2' below waterside mudline. | 510 | LF | $45.00 | $22,950.00 |
| 11 | Concrete cap reinforced with seven (8) #6 bars continuous and #4 stirrups @ 12" O.C. | 510 | LF | $335.00 | $170,850.00 |
| 12 | Excavation, backfill, & compaction including excavation (removal) and reinstallation of existing riprap at waterside toe of new wall | 1 | LS | $73,000.00 | $73,000.00 |
| 13 | Sidewalk | 1 | LS | $25,000.00 | $25,000.00 |
| 14 | Sod & site restoration | 1 | LS | $5,000.00 | $5,000.00 |
| 15 | Removal and reinstallation of existing aluminum rail | 510 | LS | $10.00 | $5,100.00 |
| | | | | WALL SUBTOTAL | $994,680.00 |
| | | | | | |
| **Roadway Restoration & Contingency:** | | | | | |
| 1 | Milling 1-1/4" depth, ADD | 1520 | SY | $6.50 | $9,880.00 |
| 2 | Resurfacing 1-1/2" type III, ADD | 1520 | SY | $17.00 | $25,840.00 |
| 3 | Stripping ( temporary & permanent), ADD | 1 | LS | $5,600.00 | $5,600.00 |
| 4 | Contingency allowance, ADD (permit fees, survey, and misc.) | 1 | LS | $50,000.00 | $50,000.00 |
| | | | | ROAD AND CONTINGENCY SUBTOTAL | $91,320.00 |
| | | | | | |
| | | | | **TOTAL PROJECT** | **$1,086,000.00** |

**Clarifications and Exclusions:**

a. Signed and sealed engineered plans will be provided.
b. We have not included any utility modifications or relocation.
c. We have not included excavation, removal, or disposal of any contaminated material(s) or unknown underground obstruction(s) if discovered.
d. Quote is based on accessing and performing work from the upland side and will require, at a minimum, closure of north bound travel lanes, east parallel parking stalls and possibly both lanes at northern section with no parallel parking exist.
e. New wall shall be installed at waterside of existing and all existing sheets will be cut-off below sidewalk elevation.
f. Payment and Performance Bonds in the amount of 100% of contract value are included.

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

**Meeting Date:** 05/06/2019

**Re:** Case #15-1542 - 2206 Avenue N - Anglin

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

## SUBJECT:

Request to reduce code enforcement lien in the amount of $14,030.00 against 2206 Avenue N, Ft. Pierce, Florida 34950 - Parcel ID Number 2404-609-0134-000-3 owned by Alma and Alaric Anglin, 1910 Juanita Avenue, Ft. Pierce, FL 34946 to $750.00 payable in 12 months.

## SUMMARY:

The request for reduction is made by Mrs. Anglin, the owner at the time of the violations, as she is attempting to sell the house. Her financial means are minimal. A previous reduction request was granted, reducing the amount due to $750, however, it was not paid, reverted to the full amount and a lien was filed.

Mrs. Anglin's current request is to reduce the lien to $500.00.

## RECOMMENDATION:

The Special Magistrate, having heard the request of the owner and testimony from staff, recommends reducing the lien to the previously agreed reduction of $750.00 payable in 12 months. If not paid within the 12 month expiration period, the fines will revert to the original amount of $14,030.00.

| | |
|---|---|
| Hard Costs (postage, filing fees/photos) | $63.24 |
| Case Processing (months open/inspections) | $36.76 |
| Hearing costs | $400.00 |
| City Commission Hearing | $250.00 |

## ALTERNATIVES:

Deny the request.
Make alternative recommendations.

## RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk

## COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager

## Fiscal Impact

**Budgeted Y/N:** 2018

**Amount:** 750.00

**OTHER INFORMATION:**

$750.00 to the general fund.

## Attachments

Request
Breakdown
Tax Card

## Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| City Manager | Nick Mimms | 04/26/2019 09:37 AM |

Form Started By: Colleen Greer Started On: 04/05/2019 11:21 AM
Final Approval Date: 04/26/2019

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

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

| | | | | | |
|---|---|---|---|---|---|
| Date: | 3/22/19 | | | | |
| Property address: | 2206 Ave N | | | | |
| Owner(s) of record: | Alma Anglin | | | | |
| Mailing address: | 1910 Juanita Ave | | | | |
| Property tax ID #: | 2404-609-0134-000-3 | | | | |
| Original purchase date: | 3/15/16 | Original purchase price: | 100 | | |
| Property is used for: | ☑ Single Family | ☐ Multi-family | ☐ Commercial | ☐ Industrial | ☐ Vacant Lot |
| Name of person requesting reduction: | Alma Anglin | Relationship to owner(s) | | | |
| Telephone #: | 772-467-1491 | Mobile phone #: | 772-985-5013 | | |
| E-mail: | | Preferred contact method: | Mobile | | |
| What are owner(s) intentions for property: | To clear the title on property to sell it. | | | | |
| Are there current code violations? | ☑ No | ☐ Yes | Explain: (please attached notice) | | |
| Is property listed for sale? | ☑ No | ☐ Yes | If yes, what is listing price? | | |
| Is property under contract for sale? | ☑ No | ☐ Yes | If yes, what is the sale price? | | |

AMOUNT OF FINE / LIEN $ 14,030.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 13,530.00

DOLLAR AMOUNT I AGREE TO PAY $ $500.00

x _____ x 3-22-19

Signature of Owner or Representative Date

Property Information

| | |
|---|---|
| Address: | 2206 AVENUE N<br>FT PIERCE, FL 34950 |
| Location ID: | 3266 |
| TAX ID #: | 2404-609-0134-000/3 |
| Alternate ID description: | |
| Zoning: | NA UNKNOWN |
| Subdivision: | |

Case General Information

| | |
|---|---|
| Case status: | FL FINES/LIENS RUNNING |
| Status date: | 8/22/2016 |
| Case type: | BV BUILDING VIOLATION |
| Reported date: | 9/10/2015 |
| Origination: | CC CITIZEN COMPLAINT |
| Default inspector: | SC Shaun Coss |
| Credit balance: | .00 |

Owner Information

| | |
|---|---|
| Owner name: | ANGLIN, ALARIC |
| Address: | 1910 JUANITA AVE |
| City: | FT PIERCE, FL 34946 |
| Phone: | 0 |
| Notice: | Y |
| Flip: | Y |

Violations

| Type | Status | Location | Quantity | Date Established | Date Resolved |
|---|---|---|---|---|---|
| UNSAFE BUILDING | AC | | 1 | 9/10/2015 | |

Case Data

| Description | Data |
|---|---|

Active Inspections

| Type | Insp ID | Schedule Date |
|---|---|---|
| No scheduled inspections exist | | |

| Type | Description | Transaction | Amount Due | Amount Billed | Starting date | Ending date | Daily fee | Lien amount | Lien paid |
|---|---|---|---|---|---|---|---|---|---|
| A1 | RECORD AFF OF COMPLIANCE | 10.00 | 10.00 | .00 | 1/09/2017 | | .00 | 10.00 | .00 |
| CF | CODE ENFORCE BD FINES - 1 | 14000.00 | 14000.00 | .00 | 8/22/2016 | 1/09/2017 | 100.00 | 14000.00 | .00 |
| N1 | RECORD AFF OF NON-COMP | 10.00 | 10.00 | .00 | 8/22/2016 | | .00 | 10.00 | .00 |
| RV | RECORD ORDER OF VIOLATION | 10.00 | 10.00 | .00 | 8/22/2016 | | .00 | 10.00 | .00 |
| | | 14030.00 | 14030.00 | .00 | | | | 14030.00 | .00 |

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

# REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 2206 Ave N

Property Owner: Alma Anglin

Mailing Address: 1910 Juanita Ave, Ft. Pierce, FL 34946

Telephone #: _____ Cell Phone #: 772-985-5013

E-Mail Address: _____

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

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

I would like to request that this lien be reduced to 500.00 for 2206 Ave N. I have brought the property into compliance and need to sell the house. I do not have a lot of money but I would like to try and work with you as best as my means will allow

Signed: X Alma Anglin Date: X 3-22-19

Print Name: X Alma Anglin

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Marshall Taylor Copley who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced Drivers license as identification.

SWORN TO AND SUBSCRIBED before me this 22 day of March, 2019.

Marshall Taylor Copley
Notary Public, State of Florida

MARSHALL TAYLOR COPLEY
Notary Public – State of Florida
Commission # GG 167707
My Comm. Expires Dec 12, 2021
Bonded through National Notary Assn.

## OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

| Property Address: | |
|---|---|

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

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

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

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

X _____ X 3-22-19

Signature of Owner or Representative Date

---

## COFP – APPLICATION PROCESS DETERMINATION

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

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party.

Comments:

_____

City Representative Date

_____ _____

# MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

**SUBJECT:** **CODE ENFORCEMENT LIEN REDUCTION**
2206 Avenue N, Ft. Pierce, FL 34950

DATE: May 6, 2019

---

The following is a breakdown of the above property:

| | Costs (General Fund) | Interest & Penalties | Administrative Fees |
|---|---|---|---|
| CASE # 15-1542 | $14,000.00 | $.00 | $30.00 |
| | | | |
| | | | |
| TOTAL | $14,000.00 | $.00 | $30.00 |

CAN BE WAIVED (ALL COSTS) $14,030.00

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

## Property Identification

| | | | |
|---|---|---|---|
| Site Address: 2206 Avenue N | Parcel ID: 2404-609-0134-000-3 | Account #: 16993 | Sec/Town/Range: 04/35S/40E |
| Map ID: 24/04N | Zoning: R3 | Use Type: 0100 | Jurisdiction: Fort Pierce |

## Ownership

Alma Anglin

1910 Juanita AVE
Fort Pierce, FL 34946-1345

## Legal Description

SOUTHERN PINES BLK 8 LOT 8 (OR 3549-2562; 3590-2720: 3846-1693)

## Current Values

| | | | |
|---|---|---|---|
| Just/Market: | $27,800 | Assessed: | $23,320 |
| Exemptions: | $0 | Taxable: | $23,320 |

## Historical Values 3-year

| Year | Just/Market | Assessed | Exemptions | Taxable |
|---|---|---|---|---|
| 2018 | $27,800 | $23,320 | $0 | $23,320 |
| 2017 | $21,200 | $21,200 | $0 | $21,200 |
| 2016 | $17,700 | $17,700 | $0 | $17,700 |

## Sale History

| Date | Book/Page | Sale Code | Deed | Grantor | Price |
|---|---|---|---|---|---|
| 03-15-2016 | 3846 / 1693 | 0111 | QC | Anglin Alaric | $100 |
| 12-27-2013 | 3590 / 2720 | 0111 | QC | Anglin Alma | $100 |
| 08-15-2013 | 3549 / 2562 | 0111 | QC | Evans Vernicia | $100 |

## Primary Building Information

Finished Area of this building: 918 SF
Gross Sketched Area: 984 SF

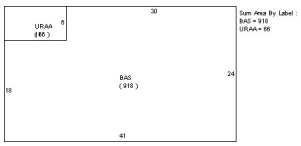
Exterior Data

| | | | |
|---|---|---|---|
| View: | Roof Cover: Fibrglss Shg | Roof Structure: Gable | Building Type: HD |
| Year Built: 1965 | Frame: | Grade: D | Effective Year: 1965 |
| Primary Wall: Conc Block | Story Height: 1 Story | No. Units: 1 | Secondary Wall: |

Interior Data

| | | | |
|---|---|---|---|
| Bedrooms: 2 | A/C %: 0% | Electric: MAXIMUM | Primary Int Wall: |
| Full Baths: 1 | Heated %: 0% | Heat Type: | Avg Hgt/Floor: 0 |
| Half Baths: 0 | Sprinkled %: 0% | Heat Fuel: | Primary Floors: Terrazo |






## Total Areas

| | |
|---|---|
| Finished/Under Air (SF): | 918 |
| Gross Sketched Area (SF): | 984 |
| Land Size (acres): | 0.17 |
| Land Size (SF): | 7,560 |
| Total Building Count: | 1 |

## Special Features and Yard Items

| Type | Qty | Units | Year Blt |
|---|---|---|---|
| UTILITY LOW | 1 | 100 | 1999 |

This information is believed to be correct at this time but it is subject to change and is not warranted.
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**City Commission Regular Meeting** **11.i.**

**Meeting Date:** 05/06/2019

**Re:** Case #08-2299 - 2206 Avenue N - Anglin

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

**SUBJECT:**

Request to reduce code enforcement lien in the amount of $17,000.00 against 2206 Avenue N, Ft. Pierce, Florida 34950 - Parcel ID Number 2404-609-0134-000-3 owned by Alma and Alaric Anglin, 1910 Juanita Avenue, Ft. Pierce, FL 34946 to $1,500.00 payable in 12 months.

**SUMMARY:**

The request for reduction is made by Mrs. Anglin, the owner at the time of the violations, as she is attempting to sell the house. Her financial means are minimal. A previous reduction request was granted, reducing the amount due to $1500.00, however, it was not paid, reverted to the original amount and a lien was filed.

Mrs. Anglin's current request is to reduce the lien to $500.00.

**RECOMMENDATION:**

The Special Magistrate, having heard the request of the owner and testimony from staff, recommends reducing the lien to the previously agreed reduction of $1,500.00 payable in 12 months. If not paid within the 12 month period, the fines will revert to their original amount of $17,000.00.

| | |
|---|---|
| Hard Costs (postage, filing fees, photos) | $66.84 |
| Case Processing (months open / inspections) | $783.16 |
| Hearing Costs | $400.00 |
| City Commission Hearing | $250.00 |

**ALTERNATIVES:**

Deny the request.
Make alternative recommendations.

**RESPONSIBLE STAFF:**

Colleen Greer, Code Enforcement Clerk.

**COORDINATED WITH:**

Margaret Arraiz, Code Compliance Manager.

**Fiscal Impact**

**Budgeted Y/N:** 2018

**Amount:** 1,500.00

**OTHER INFORMATION:**

$1,500.00 to the general fund.

## Attachments

Breakdown
Tax Card
Request

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 09:37 AM |

Form Started By: Colleen Greer
Started On: 04/05/2019 01:50 PM
Final Approval Date: 04/26/2019

# MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

**SUBJECT:** **CODE ENFORCEMENT LIEN REDUCTION**
2206 Avenue N, Ft. Pierce, FL 34950

DATE: May 6, 2019

---

The following is a breakdown of the above property:

| | Costs (General Fund) | Interest & Penalties | Administrative Fees |
|---|---|---|---|
| CASE # 08-2299 | $17,000.00 | $.00 | $.00 |
| | | | |
| | | | |
| TOTAL | $17,000.00 | $.00 | $.00 |

CAN BE WAIVED (ALL COSTS) $17,000.00

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

## Property Identification

| | | | |
|---|---|---|---|
| Site Address: 2206 Avenue N | Parcel ID: 2404-609-0134-000-3 | Account #: 16993 | Sec/Town/Range: 04/35S/40E |
| | | Map ID: 24/04N | Zoning: R3 |
| Use Type: 0100 | Jurisdiction: Fort Pierce | | |

## Ownership

Alma Anglin

1910 Juanita AVE
Fort Pierce, FL 34946-1345

## Legal Description

SOUTHERN PINES BLK 8 LOT 8 (OR 3549-2562; 3590-2720: 3846-1693)

## Current Values

| | | | |
|---|---|---|---|
| Just/Market: | $27,800 | Assessed: | $23,320 |
| Exemptions: | $0 | Taxable: | $23,320 |

## Historical Values 3-year

| Year | Just/Market | Assessed | Exemptions | Taxable |
|---|---|---|---|---|
| 2018 | $27,800 | $23,320 | $0 | $23,320 |
| 2017 | $21,200 | $21,200 | $0 | $21,200 |
| 2016 | $17,700 | $17,700 | $0 | $17,700 |

## Sale History

| Date | Book/Page | Sale Code | Deed | Grantor | Price |
|---|---|---|---|---|---|
| 03-15-2016 | 3846 / 1693 | 0111 | QC | Anglin Alaric | $100 |
| 12-27-2013 | 3590 / 2720 | 0111 | QC | Anglin Alma | $100 |
| 08-15-2013 | 3549 / 2562 | 0111 | QC | Evans Vernicia | $100 |

## Primary Building Information

Finished Area of this building: 918 SF
Gross Sketched Area: 984 SF

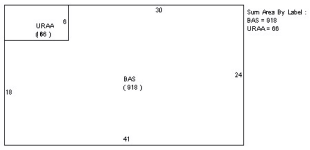
Exterior Data

| | | | |
|---|---|---|---|
| View: | Roof Cover: Fibrglss Shg | Roof Structure: Gable | Building Type: HD |
| Year Built: 1965 | Frame: | Grade: D | Effective Year: 1965 |
| Primary Wall: Conc Block | Story Height: 1 Story | No. Units: 1 | Secondary Wall: |

Interior Data

| | | | |
|---|---|---|---|
| Bedrooms: 2 | A/C %: 0% | Electric: MAXIMUM | Primary Int Wall: |
| Full Baths: 1 | Heated %: 0% | Heat Type: | Avg Hgt/Floor: 0 |
| Half Baths: 0 | Sprinkled %: 0% | Heat Fuel: | Primary Floors: Terrazo |






## Total Areas

| | |
|---|---|
| Finished/Under Air (SF): | 918 |
| Gross Sketched Area (SF): | 984 |
| Land Size (acres): | 0.17 |
| Land Size (SF): | 7,560 |
| Total Building Count: | 1 |

## Special Features and Yard Items

| Type | Qty | Units | Year Blt |
|---|---|---|---|
| UTILITY LOW | 1 | 100 | 1999 |

This information is believed to be correct at this time but it is subject to change and is not warranted.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

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

| | | | | | |
|---|---|---|---|---|---|
| Date: | 3/22/19 | | | | |
| Property address: | 2206 Avenue N | | | | |
| Owner(s) of record: | Alma Anglin | | | | |
| Mailing address: | 1910 Juanita Ave Ft. Pierce, FL 34946 | | | | |
| Property tax ID #: | 2404-609-0134-000-3 | | | | |
| Original purchase date: | 3/15/16 | Original purchase price: | 100 | | |
| Property is used for: | ☑ Single Family | ☐ Multi-family | ☐ Commercial | ☐ Industrial | ☐ Vacant Lot |
| Name of person requesting reduction: | Alma Anglin | Relationship to owner(s) | | | |
| Telephone #: | 772-467-1491 | Mobile phone #: | 772-985-5013 | | |
| E-mail: | | Preferred contact method: | Mobile | | |

| | | | | |
|---|---|---|---|---|
| What are owner(s) intentions for property: | To clear the title on property to sell it. | | | |
| Are there current code violations? | ☑ No | ☐ Yes | Explain: (please attached notice) | |
| Is property listed for sale? | ☑ No | ☐ Yes | If yes, what is listing price? | |
| Is property under contract for sale? | ☑ No | ☐ Yes | If yes, what is the sale price? | |

AMOUNT OF FINE / LIEN $ 17,000.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 16,500.00

DOLLAR AMOUNT I AGREE TO PAY $ 500.00

X _____ X 3-22-19

Signature of Owner or Representative — Date

Property Information

| | |
|---|---|
| Address: | 2206 AVENUE N<br>FT PIERCE, FL 34950 |
| Location ID: | 3266 |
| TAX ID #: | 2404-609-0134-000/3 |
| Alternate ID description: | |
| Zoning: | NA UNKNOWN |
| Subdivision: | |

Case General Information

| | |
|---|---|
| Case status: | FL FINES/LIENS RUNNING |
| Status date: | 8/05/2009 |
| Case type: | CE CODE ENFORCEMENT VIOLATION |
| Reported date: | 7/11/2008 |
| Origination: | CM COMPLAINT |
| Default inspector: | HD Heather Debevec |
| Credit balance: | .00 |

Owner Information

| | |
|---|---|
| Owner name: | ALMA ANGLIN |
| Address: | 1910 JUANITA AVE |
| City: | FT PIERCE, FL 34946 |
| Phone: | 0 |
| Notice: | Y |
| Flip: | N |

Violations

| Type | Status | Location | Quantity | Date Established | Date Resolved |
|---|---|---|---|---|---|
| NUISANCE AS A CONDITION | CM | | 1 | 7/11/2008 | 7/11/2008 |
| OUTSIDE STORAGE | CM | | 1 | 7/11/2008 | 7/11/2008 |
| PROPERTY MAINTENANCE | CM | | 1 | 7/11/2008 | 7/11/2008 |

Case Data

| Description | Data |
|---|---|

Active Inspections

| Type | Insp ID | Schedule Date |
|---|---|---|

No scheduled inspections exist

| Type | Description | Transaction | Amount Due | Amount Billed | Starting date | Ending date | Daily fee | Lien amount |
|---|---|---|---|---|---|---|---|---|
| Lien paid | | | | | | | | |
| CF | CODE ENFORCE BD FINES - 1 | 17000.00 | 17000.00 | .00 | 2/27/2009 | 5/06/2009 | 250.00 | 17000.00 |
| | .00 | | | | | | | |
| | | 17000.00 | 17000.00 | .00 | | | | 17000.00 |
| | .00 | | | | | | | |

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

# REQUEST FOR REDUCTION OF PENALTY

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

INSTRUCTIONS:

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

Property Address: 2206 Ave N

Property Owner: Alma Anglin

Mailing Address: 1910 Juanita Ave

Telephone #: 772-985-5013 Cell Phone #: _____

E-Mail Address: _____

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

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

I would like to request that this lien be reduced to $500.00 for 2206 Ave N. We have brought the property in compliance and need to sell the house. I do not have a lot of money but I would like to try and work with you as best as my means will allow.

Signed: X [signature] Date: X 3-22-19

Print Name: X Alma Anglin

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Marshall Taylor Copley who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced Drivers License as identification.

SWORN TO AND SUBSCRIBED before me this 22 day of March, 2019.

[signature]
Marshall Taylor Copley
Notary Public, State of Florida

MARSHALL TAYLOR COPLEY
Notary Public – State of Florida
Commission # GG 167707
My Comm. Expires Dec 12, 2021
Bonded through National Notary Assn.

## OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

| Property Address: | |
|---|---|

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

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

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

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

X _____ X 3-22-19

Signature of Owner or Representative — Date

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## COFP – APPLICATION PROCESS DETERMINATION

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

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party.

Comments:

_____

City Representative — Date

_____ _____

**City Commission Regular Meeting** **11.j.**

**Meeting Date:** 05/06/2019

**Re:** 2018-19 Public Service Grant Awards Recommendation by Communitywide Council

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**SUBJECT:**

Approval of Communitywide Council Recommendations for program year 2018-19 Public Service Grant Awards to 15 entites in the total amount of $50,000.

**SUMMARY:**

Communitywide Council scored 15 public service grant applications 3/25/2019. Attached, please find: List of applicants and suggested grant awards; copies of proposed awardees grant applications; template for contractual agreement that will be used for each recipient.

**RECOMMENDATION:**

Approve Communitywide Council's recommendations for the 2018-19 Public Service Grant awards and template of contract to be used for each awardee, based on Legal Department approval of Form and Correctness.

**ALTERNATIVES:**

Do not approve the Communitywide Council's recommendations or the contract template.

**RESPONSIBLE STAFF:**

Caleta Scott, Manager, Grants Administration Division

**COORDINATED WITH:**

Caleta Scott, Manager, Grants Administration Division

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**Fiscal Impact**

| | |
|---|---|
| **Budgeted Y/N:** | Y |
| **Fiscal Year:** | 2018-19 |
| **Account:** | 10390025548415 |
| **Amount:** | 50000 |

**OTHER INFORMATION:**

Public Service Grant Awards was approved by the City Commission in the 2018-2019 CDBG Action Plan. This funding will be reimbursed to the City via CDBG.

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**Attachments**

2019 PSA Grants - CWC to Commission

16 Green Acres APP - 1

16 Green Acres APP - 2

BGC of SLC APP
St Lucie Sheriff's PAL APP
Grace Education & Business APP
In the Image of Christ APP
Northside Bat and Ball APP
Roundtable of SLC APP
St Mark's Educational Center APP
St Lucie Sheriffs Office APP
Treasure Coast Elite APP
Treasure Coast Food Bank APP
United Against Poverty APP
We Leap APP
Template - PSA Grant Contract

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Johnna Morris | 04/25/2019 08:41 AM |
| City Manager | Nick Mimms | 04/26/2019 09:37 AM |
| Form Started By: Caleta Scott | | Started On: 03/27/2019 04:47 PM |
| Final Approval Date: 04/26/2019 | | |

**2019 Public Service Grants – CWC Award Recommendations**

| APP # | ORGANIZATION NAME / PROJECT TITLE | Score | AMT REQUESTED | SUGGESTED AWARD AMOUNT |
|---|---|---|---|---|
| 1 | Boys and Girls Club of St. Lucie County / BGCSLC College and Career Boot Camp | 80 % | $5,000 | $2000 |
| 2 | Fort Pierce Explorer Post 477, Inc. / Explorer Post 477 Summer Boot Camp | 65% | $5,000 | - |
| 3 | Fort Pierce Police Athletic League, dba St. Lucie Sheriff's PAL/ Boxing Camp | 71.8% | $5,000 | $3500 |
| 4 | 16 Green Acres /SGA Community Gardening for Good Health Project (Summer Camp) | 75.3% | $5,000 | $2500 |
| 5 | Grace Education & Business Community Center /Grace Ed Middle Scholars' Career Internship | 74.8% | $5,000 | $5000 |
| 6 | Heathcote Botanical Gardens/ Fresh For Kids: Second Saturdays for Families | 68.4% | $5,000 | - |
| 7 | In the Image of Christ, Inc./ Food Pantry Project | 81% | $5,000 | $5000 |
| 8 | Roundtable of St. Lucie County/ Anger Management & Pro-Social Activities | 78.8% | $5,000 | $2000 |
| 9 | St. Lucie County Sheriff's Office / Sheriff's Office Summer Camp | 60.3% | $5,000 | $3753 |
| 10 | St. Mark Educational Center /H.O.P.E Healthy, Optimistic, Positive, Energized | 83.3% | $5,000 | $5000 |
| 11 | The Northside Bat and Ball Little League, Inc. / The Northside Bat and Ball Little League, Inc. | 70.1% | $5,000 | $3500 |
| 12 | Treasure Coast Elite, Inc. / TC Elite College and Career Summer Exploration | 89.6% | $4,453 | $4453 |
| 13 | Treasure Coast Food Bank/ Treasure Coast Food Bank's Summer Feeding Program | 84% | $5,000 | $5000 |
| 14 | United Against Poverty, Inc. / Success Training Employment Program (STEP) | 93% | $4,794 | $4794 |

## 2019 Public Service Grants – CWC Award Recommendations

| | | | | |
|---|---|---|---|---|
| **15** | **We Leap, Inc. / R.A.D.D (Raising Awareness Through Dance & Drama)** | **83.5%** | **$3,500** | **$3500** |
| | | | | |
| | | | **$72,747.00** | **PROPOSED AWARDS $50,000** |

# PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

1. Describe your organization and list your Mission Statement.

   The mission of 16 Green Acres (SGA) is to become the leading proactive ecotourism farm in the country. SGA will provide the leading educational information about farming with a hands-on approach, bringing urban farming to impoverished communities.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

   16 Green Acres (SGA) was founded in 2016. Originally planned for a rural setting, SGA instead opened in Fort Pierce. Our targeted approach of working with school aged children allowed SGA to teach children where their food comes from, while teaching them to respect nature, how their food is grown and how to best care for their health all of their lives. During the summer of 2018, in partnership with local summer programs and day care centers, children were taught about each part of the plant, what photosynthesis does and how to grow vegetables back at home. Each child and adult was given a plant that they could take home to start their own garden. Additionally, the children and adults learned about the benefits of composting, and had the opportunity to create their own compost bin on site.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

   | Program Year | Amount | Purpose |
   |---|---|---|
   | 2017-18 | N/A | |
   | 2016-17 | N/A | |
   | 2015-16 | N/A | |

   **Please Note:** Organizations/Applicants that have received funding for three consecutive years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:** N/A

5. What is your organization's annual budget? Describe how your organization is currently funded.

   Annual budget is $25,000. In kind donations include The Home Depot, United Servants for Youth, The End Time Prophetic Deliverance Ministry and other community members. Fundraisers have included a letter writing campaign to all St. Lucie contacts. Donations have included local field trips to the farm.

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? No

   If you answered Yes, how do your services compliment their offerings? If yes, explain.

How are your services different?

N/A

7. Project Name (please keep it short): SGA Community Gardening for Good Health Project (Summer Program)

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)

X **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

☐ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

_X__ Benefit low to moderate-income persons;

____ Help in the prevention of slums or blight; and/or

____ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

The target population and geographic area is children and families in Fort Pierce with a focus on Lincoln Park. The Program begins during the summer, in conjunction with local summer camp programs, day care centers, and school based summer programs. Beneficiaries will be the children (and families) in those programs. We will use a grass roots approach of visiting each targeted site to leverage long term existing relationships between Dr. David Washington and the Fort Pierce / Lincoln Park community.

B. If the project will provide an **"Area Benefit"**, please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

The Lincoln Park Residential Community

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

**Department of Housing and Urban Development (HUD) 2018 Income Limits**

| Number of People Living in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Extremely Low Income | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| Very Low Income | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| Low Income | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

__ Abused Children
__ Lower Income Senior Citizens
__ Elderly
__ Homeless
__ Lower Income Youth
__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults
__ Severely Disabled Children/Youth
__ Other _____

11. Describe the existing problems or needs to be addressed by this program/project.

**The 16 Green Acres Community Gardening for Good Health Project** addresses the community need for access to healthy, affordable fresh food / produce. More than a third of the population in Fort Pierce is overweight, one in four are obese. As obesity is linked to the development of numerous diseases, availability and easy access to fresh produce has the potential to transform the lives of children and families in poverty. The mission of 16 Green Acres (SGA) is to become the leading proactive ecotourism farm in the country. SGA will provide the leading educational information about farming with a hands-on approach, bringing urban farming to impoverished communities. Our youth are particularly vulnerable as a significant number live at or below the poverty level and in single parent households. 41% of Fort Pierce residents live below the federal poverty level, in comparison to 21% for the whole state of Florida. Nearly half of children in Fort Pierce (47.5%) live below the federal poverty level, in comparison to 22.8% statewide. With Type 2 diabetes and hypertension rates increasing across the country, children and families living below the poverty level are particularly at risk. These problems, along with the on-going issue of food insecurity and the reality that this community is a food desert are addressed with implementation of the Project.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

Founded in 2016 by Fort Pierce native and retired educator Dr. David Washington, 16 Green Acres was originally planned for a rural setting. Instead, we began work in the Lincoln Park community of Fort Pierce, in St. Lucie County. A teaching farm for school aged children and families, the farm gives people an opportunity to observe nature, introspect and reflect upon our lifestyles and our role in this natural world. 16 Green Acres follows the Florida Standards / Common Core curriculum for school aged children and allows school systems to bring students to the farm for hands on experiences with animals and plants, away from the sedentary life of TV and video games. Our targeted approach of working with school aged children (and adults) allows 16 Green Acres to teach children where their food comes from, to respect nature, how their food is grown and how to best care for their health all of their lives. This, combined with education about how to create and sustain a garden, begins to build a lifelong appreciation for healthy

eating, positively impacting the overall health of this underserved community. The 16 Green Acres Community Gardening for Good Health Project teaches our community to sustain itself by returning to a healthy lifestyle that centers on fresh, organically grown fruits and vegetables, that they can grow themselves, thus impacting and empowering this community to transform and heal itself. The Project further provides the opportunity for families to gather and grow their own food, have quality family time working together, reinforcing the importance of good health. The Program begins during the summer, in conjunction with local summer camp programs and day care centers (possibly senior centers). While curricula are adaptable to visiting groups, the Summer Program involves building familiarity with how vegetables and herbs grow, how photosynthesis works, how to plant a garden, the benefits of composting, and how to make a compost bin.

13. List the physical addresses where the your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

    13th Street and Avenue E - F

14. List this project's measurable goals and objectives. Date the goals and objectives.

    Targeted goal for the Summer Program is that 40 children / families start their own gardens by August 23, 2019. This could include small raised boxed gardens for those families who may have limited private outdoor space.

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

    Participants will be asked to share pictures of their gardens with the Program and site visits to some home could be conducted.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

    Number of unduplicated low/moderate income children = 40 +

17. Amount of Grant Funds requested in this application: $4,994.00
    Amount of other funds secured for this program/project: $1,260.00
    Amount of other funds earmarked for the program/project: $0000.00
    Total amount needed to complete this program/project: $6,254.00

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

    Program will be executed on a smaller scale with participation fees.

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

SGA will seek funding from a variety of private funding sources as well as continued fund raising.

20. Select every qualifier below that best describes your project.

__ Improve or enhance education opportunities

__ Improve or enhance job training opportunities

__ Improve or enhance employment opportunities

__ Promote cultural diversity

X Promote outdoor activities and a healthy lifestyle

X Spur interest and participation in neighborhood improvement activities

X Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

__ Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

X Instill and foster community pride

X Promote neighborhood beautification and revitalization

__ Promote activities that protect the environment

__ Discourage adverse activity such as crime, drug use, and vandalism

X Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

By its very nature, a teaching farm for school aged children and families gives people an opportunity to observe nature, introspect and reflect upon our lifestyles and our role in this natural world, *promoting outdoor activities and a healthy lifestyle*. Community and the development of community gardens are at the very center of the Project. As home gardens and community gardens are established, an organic *interest* and participation is developed as people understand that a healthy lifestyle can be accessible and that they play a critical role in their *neighborhood improvement activities*. This helps to *instill and foster community pride* and contributes to *neighborhood beautification and revitalization*. As children are given the necessary tools and instruction for the development of their own home gardens, they begin to *understand their role in their own healthy development*. Careers in agriculture, health sciences, wellness, nutrition and fitness can all be explored through their participation in the Project.

22. Date project to begin: 6/3/19

Date project to be completed: 8/23/19

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

N/A

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

Youth participants will be identified through their enrollment in summer camps, day care centers and school based summer programs in Fort Pierce, with a focus on the Lincoln Park community. Every effort will be made to ensure diverse participation through outreach conducted throughout Fort Pierce.

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

Participants will be identified through their enrollment in summer camps, day care centers and school based summer programs in Fort Pierce, with a focus on the Lincoln Park community. Every effort will be made to ensure diverse participation through outreach conducted throughout Fort Pierce.

26. Complete a COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    **NOTE: Volunteer Hours may be calculated at $12/hour.**

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

| Program/Project Expense/Description | City Grant | Other Committed Funds and/or $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|
| Volunteer | $1,250.00 | $1,250.00 | 105 In Kind Volunteer Hours |
| Gardening equipment, materials and supplies | $3,296.00 | | Home depot – see attached |
| Gardening equipment and water for children | $438.12 | | Walmart – see attached |
| TOTALS | $4,984.00 | $ | |
| (use more lines/pages as necessary) | | | |

27. Organization Staff and Volunteers

    Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

    Name: Denise Santana Montes
    Telephone Number: 929) 391-4611
    Email Address: dcsmontes@gmail.com
    Organization Position: Project Manager
    City of Residence: Fort Pierce
    Qualifications: Extensive background in youth development / community service
    Professional Licenses: N/A
    Role in Project: Project Manager
    % of Time Dedicated to Project: 50%

Name: Ja'Marcus Bartley
Telephone Number: 954) 549-9676
Email Address: jamarcus.bartley@gmail.com
Organization Position: Summer Intern
City of Residence: Fort Pierce
Qualifications: College Student
Professional Licenses
Role in Project: N/A
% of Time Dedicated to Project: 100%

28. Please attach **ALL** of the documents listed below to your application. Please include a written explanation for EACH document not included:

_ Articles of Incorporation and By-Laws

_ State and Federal Tax Exempt determination letter

_ Employee Identification Number

_ List of Board of Directors with contact information

_ Organizational Chart for your Organization

_ Board of Director's authorization to apply for this grant

_ Last three month's bank statements

_ Annual budgets for 2018 and 2019

_ Most recent audit report (if this is not available, provide written explanation)

Audit is not available as annual budget is below $50,000.

_ Matching funds and In-Kind Services commitment documentation (Budget, page 16)

_ Three (3) Letters of Support for this project

_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

me Stamp

Received
FEB 07 2019
Grants Administration

ot Write In This Box)

Original

**Grant Amount Requested: $ 5,000**

12:10P TW

# 2018-2019 PUBLIC SERVICE GRANT APPLICATION

Organization Legal Name: Boys & Girls Clubs of St. Lucie County

Mailing Address: 3104 Avenue J, Fort Pierce, FL 34947

Physical Address: 3104 Avenue J, Fort Pierce, FL 34947

**Contact Person**: Tom Gariepy Title: Grant Writer

BEST CONTACT Phone Number:772-460-9918 x110 Email Address: tgariepy@bgcofslc.org

Website Address: www.bgcofslc.org

**LEGAL STATUS OF ORGANIZATION:**

( X ) Incorporated, Not-for-Profit - Month and Year of incorporation/creation: November 1994

☐ **INCLUDE COPY OF CURRENT 501(c)(3) DOCUMENTATION FROM INTERNAL REVENUE SERVICE.**

==========

**Person Authorized to Sign on Behalf of this Organization. Signature Must Be Notarized.**

_____ Today's Date: Jan. 29, 2019

**Signature**

Print Name: William Armstead Title: CEO

Telephone Number: 772-460-9918 x106 Email: warmstead@bgcofslc.org

==========

**NOTARY** STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared William Armstead who is personally known to me or produced _____, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 29th day of January, 2019.

NOTARY PUBLIC Laura Walsh

My Commission Expires: 6/12/2021

Notary Public State of Florida
Laura Walsh
My Commission GG 114017
Expires 06/12/2021

# PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

1. Describe your organization and list your Mission Statement.

   Boys & Girls Clubs of St. Lucie County (BGCSLC) provide before- and after-school, summer programming and such specialized programs as truancy prevention. Our mission is to enable all young people, especially those who need us most, to reach their full potential as caring, responsible, and productive citizens.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.
   For more than 24 years, BGSLC has been at the forefront of youth development, working with young people ages 5-18 from disadvantaged economic, social and family circumstances. With 20 locations throughout the county, we are able to serve more than 8,000 members and non-members annually. The Club serves more than 3,200 youth daily in a safe environment at five Clubhouses, three within the city limits of Fort Pierce, a new school-based Club in Forest Grove Middle School, also within the city limits; and one at Lakewood Park Elementary School, located within Fort Pierce but outside city limits; and at two neighborhood Clubhouses and at 15 school-based Clubs in Port St. Lucie. Daily access to a broad range of programs after school until 7 p.m. and during summer drives positive outcomes for youth and reinforces necessary life skills. Our focus is to improve academic success, foster healthy lifestyles and encourage civic responsibility.

   BGCSLC is part of Boys & Girls Clubs of America (BGCA), a national organization. BGCA provides assistance to local Clubs via program creation, staff and resource development; organizational planning and administration.

   The Clubs offer daily access to a broad range of programs that promote health, social, educational, vocational, character and leadership development. Club programs foster a sense of belonging, competence, usefulness and influence that builds self-confidence and self-esteem. The scope and depth of our offerings fill a need in Fort Pierce for positive programs for these at-risk youth. One of these programs is Triple Play.

   For years, BGCSLC has provided young people with a variety of educational programs that introduce them to their futures. Whether young people are headed toward college or a job after high school, they need as broad a perspective as possible in order to make the best choices for their future. BGCSLC's Career and College Connections is a suite of programs that encompass educational opportunities, college tours and practical career preparation. This grant request proposes creation of Boot Camp, which is an addition to this suite of programs, designed to better prepare Fort Pierce teens for exciting career opportunities.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

| Program Year | Amount | Purpose |
|---|---|---|
| 2017-18 | $5,000 | Triple Play |
| 2016-17 | $4,500 | Triple Play |
| 2015-16 | $4,000 | Triple Play |

**Please Note:** Organizations/Applicants that have received funding for three consecutive

years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

College and Career Boot Camp is a program designed to help Fort Pierce teens learn about and prepare for college and job opportunities that may or may not involve a college education. Through this six-week program, teens will learn how to prepare college applications, resumes and such other necessary documents as cover letters and requests for transcripts. They will learn college and job interviewing skills and begin the process of acquiring other "soft skills" that local employers tell is are essential for successful job prospects but that are often not found in the applicant pool today. The College and Career Boot Camp will emphasize these skills, which include communication, enthusiasm and attitude, teamwork, networking, problem-solving and critical thinking.

BGCSLC has developed considerable expertise in this field. For example, Dr. Anastasia Legakes, our Vice President of Operations, was a facilitator at the one-week Boot Camp operated by the Economic Development Council (EDC) of St. Lucie County. Dr. Legakes took 21 boys and a girl to several area manufacturing and distribution employers. The young people, who came to the Boot Camp prepared with resumes and other documents, then participated in a culminating event, a Job Fair where they presented themselves to employers with available jobs. In all, 12 of the 22 received jobs as a result of that work.

The Career portion of BGCSLC's Boot Camp is modeled on the basics of the EDC's program, but will start earlier in the process. Because it extends over several weeks, participants will have time to learn skills and prepare such documents as resumes. They also will tour local companies. The College portion will allow Club teens to consider college choices and to prepare for college tours that will broaden their horizons. During the past few years, when we have been able to offer a limited number of tours to teens, we have seen the direct connection between college tours and academic achievement. Teens who complete the tours return motivated to do better in school because they can envision themselves – often for the first time -- on a campus. They have been told the courses they need to take and the grades they need to achieve if they are going to get there, and they return to school motivated and armed with specific knowledge.

To implement this program we will use a curriculum called "On My Way: Career Readiness" by Youth Communications. We also will use a Youth Communications specialist to train our personnel in use of this curriculum.

Unlike the EDC program, which focuses on high school graduates, the majority of young people in our Boot Camp will be in school and not ready to immediately seek anything more than summer employment. Training and tours will be designed to ensure that they understand the range of options open to them and the academic programs they will need to complete to best prepare for their chosen field.

5. What is your organization's annual budget? Describe how your organization is currently funded.

$5,001,913, supported with diversified funding streams

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? Yes

If you answered Yes, how do your services compliment their offerings? If yes, explain.

As mentioned previously, the EDC offers a one-week intensive Boot Camp for a group of recent high school graduates who need skills to find a job. Those teens are supposed to have learned resume and cover letter-writing prior to starting the EDC Boot Camp. Our program would complement the EDC program by helping more teens acquire those skills earlier in their high school careers. We also would help the job-search picture for teens overall by giving more teens more skills.

How are your services different?
BGCSLC's Boot Camp will differ from the EDC program in four distinct ways. First, it is primarily for teens who still are in school, helping them to acquire these skills earlier in their lives. Second, it has a college component that is not a part of the EDC program. Third, it is a six-week program, rather than a single week of full-time days. Finally, because teens are involved for six weeks, they can learn how to write resumes and other documents, how to interview and how to start acquiring soft skills during the program.

Project Name (please keep it short):

BGCSLC College and Career Boot Camp

7. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)

☐ **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

X **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

8. Which National Objective(s) shown below does your project/program(s) meet?

__X__ Benefit low to moderate-income persons;

____ Help in the prevention of slums or blight; and/or

____ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

9. Beneficiaries from National Objective Activities (#8 Above)

A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

The intended beneficiaries are teens ages 14-18 who will be attending BGCSLC's summer program at our Fort Pierce Teen Center, located at Percy Peek Gymnasium. Membership at that center is open to all teens living in Fort Pierce.

Demographics and income information are collected from all registered Club members. Member attendance and other program history are then tracked through our tracking system, VISION. Local outreach is performed through community give-back projects, special events hosted in the community and local advertising, public relations and social media.

B. If the project will provide an **"Area Benefit"**, please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

N/A

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

We estimate that all youth served by this program will qualify for free or reduced-cost lunch at school.

**Department of Housing and Urban Development (HUD) 2018 Income Limits**

| Number of People Living in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Extremely Low Income | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| Very Low Income | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| Low Income | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

__ Abused Children
__ Illiterate Adults
__ Lower Income Senior Citizens
__ Migrant Farm Workers
__ Elderly
__ Persons with HIV/AIDS
__ Homeless
__ Severely Disabled Adults
X Lower Income Youth
__ Severely Disabled Children/Youth
__ Other _____

10. Describe the existing problems or needs to be addressed by this program/project.

Boys & Girls Clubs of St. Lucie County believes every child deserves a great future. Unfortunately, today's youth face tremendous obstacles. About 1.7 million more kids live in low-income families now than during the Great Recession. According to the U.S. Census Bureau's American fact Finder (2016), In St. Lucie County that equates to 27.2% of youth living in poverty. And in the City of Fort Pierce, where three of our Clubhouses are located, nearly 49% of children are living in poverty. According to the latest full-year statistics available, 100% of members attending the three Clubhouses located in Fort Pierce receive free or reduced-cost lunches at school.

And the hold that poverty has on young people extends far beyond the school lunchroom. It handcuffs children and keeps them from seeing all the possibilities their lives can become. We know of many cases of Fort Pierce children who have never been to the beach, even though the ocean is about two miles from their homes. Imagine those same kids, a little older, looking at the possibility of finding work. Without some help, they will have no idea how to find it, or what they will need to succeed at it.

The U.S. Census Bureau reports 2018 unemployment in Fort Pierce stands at 6%. We believe that unemployment in the poorer parts of the city – the neighborhoods we serve – is considerably higher, just as it always is among young people. Boot Camp is designed to help teens break out of this pattern of job

insecurity by helping them to see the full range of opportunities that are available to them and the academics they need to complete if they wish to enter their chosen field.

Broadening our members' horizons is integral to the work that we do. We introduce our members to potential employers, allow them to explore the range of jobs available in various fields (more than two dozen different kinds of jobs at A&G Concrete Pools alone!) and teach them how to reach for those jobs. Our college tours offer members a further broadening of their outlook. We know because we've seen it happen many times. Teens return from a college tour realizing that with hard work, they can Achieve what, until then, has been the mist vague of dreams: enrollment and success in college.

11. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

The Economic Development Council of St. Lucie County, in its study of gaps in the skills of potential employees, identified a number of areas where young people could benefit from training. Boot Camp focuses on those areas and uses both classwork and field trips to reinforce skills.

During the six weeks of Boot Camp, at least 50 teens will participate in programs, led by Club staff, designed to teach them how to write a resume, cover letter and request for transcript – all documents they will need to successfully apply for a job. They also will work on interviewing skills and engage in "dress rehearsals" that will be critiqued by Club staff and outside representatives of businesses that are partnering with us.

At least once a week, Boot Campers will go on field trips to the properties of partnering companies whose owners or managers have agreed to provide informational tours. Among the companies that have done so in the past are Fort Pierce Utilities Authority, St. Lucie Battery & Tire; A&G Concrete Pools and Maverick Boats.

On occasions when we have offered similar career tour experiences in the past, our members have returned with eyes opened. For example, a trip to A&G Concrete Pools, elicited this response from Club member Christian G., who said the visit "opened my eyes on construction being something I would be open to doing." During a trip to Maverick Boats, Kendrick S. said "It surprised me just how many steps it takes to make a boat and that they can finish a boat in a week." And at St. Lucie Battery & Tire, Club member Caleb H. said, "I was shocked to hear that mechanics can sometimes make $100,000 a year with all the skills and training they have."

The project has additional features that add to its value. Throughout the program, teens will learn the "language of business," so they are better prepared when it's their turn to approach business about jobs. We will ask each partnering business to send in advance a problem that may incur in their business, so we can have our members problem-solve and present possible solutions during their career tour of that business. Finally, we will encourage entrepreneurship by having our members work with staff and members of the Investment Club at Indian River State College.

While looking at job opportunities, the teens also will be preparing for the possibility of a college education. Those who are entertaining the possibility of college will participate in a culminating event, a tour of several college located throughout Florida.

12. List the physical addresses where the your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

X Improve or enhance job training opportunities
X Improve or enhance employment opportunities

__ Promote cultural diversity

__ Promote outdoor activities and a healthy lifestyle

__ Spur interest and participation in neighborhood improvement activities

__ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

__ Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

__ Instill and foster community pride

__ Promote neighborhood beautification and revitalization

__ Promote activities that protect the environment
X Discourage adverse activity such as crime, drug use, and vandalism
X Inspire and support the healthy development of youth

20. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

**Improve or enhance education opportunities:** Participation in Boot Camp is designed to stimulate members' interest in academics in a very simple way: By getting them interested in a career path, we are motivating them to ensure that they do everything possible to academically prepare for that career. By getting them interested in college and showing them that with hard work, college is within reach, we motivate them to increase academic performance in college-prep courses.

**Improve or enhance job training opportunities.** Participants will receive training in "soft skills," which local employers say are increasingly difficult to find among applicants. As a result, they will distinguish themselves when competing for jobs.

**Improve or enhance employment opportunities:** A young person who has experience in job interviews, and who knows how to dress for an interview and how to communicate with others stands a much better chance to get and keep a job. For those going on to college, a college education is an excellent way to improve job prospects.

**Discourage adverse activity such as crime, drug use, and vandalism**: A young person who sees that he or she has a future is less likely to get into trouble. Participation in Club activities keeps kids off the streets.

**Inspire and support the healthy development of youth**. Helping young people prepare for their futures is a primary goal of any youth development organization. It's one reason why we refer to Boys & Girls Clubs as "A Place to Become."

21. Date project to begin: 6/10/19

Date project to be completed: 7/26/19 (Clubs are open the week of July 1 except for July 4, but the Boot camp is on break that week.)

22. Describe any participant fees that will be required as part of this project/program. Please see

Most activities will take place at BGCSLC's Fort Pierce Teen Center, located at the Percy Peek Gymnasium, 2902 Avenue D, Fort Pierce, FL 34947. Teens also will participate in field trips to a variety of employment sites in St. Lucie County.

13. List this project's measurable goals and objectives. Date the goals and objectives.

At the completion of the program:

1. 85% of youth will be able to identify the basic components of a resume and cover letter and college application.
2. 85% of youth will be able to recognize factors of job retention and advancement
3. 85% of youth will be able to recall the key components of a proactive job search
4. 75% of youth will report increased interest in attending college
5. 90% of youth will be exposed to a variety of college and non-college career pathways
6. 85% of youth will be able to identify key elements of soft skills

14. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

Tracking the results of these objectives will be through pre/post assessments and attendance records. Youth will also be tracked with writing rubrics for objective 1.

15. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

16. Amount of Grant Funds requested in this application: $5,000

Amount of other funds secured for this program/project: $4,000

Amount of other funds earmarked for the program/project: 0

Total amount needed to complete this program/project: $9,000

17. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

If we do not receive the funding requested, we would attempt to find other funds with which to operate it.

18. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

Our organization strives to diversify its funding with all programming. Each year our executive team, finance committee, and resource development team work towards a budget that is balanced with income streams from public support, government and local grants, program fees, corporate partnerships, individual giving and special events.

19. Select every qualifier below that best describes your project.

X Improve or enhance education opportunities

"New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

No fees associated with this project will be passed on to members or families.

23. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

    We do not have any registration requirements other than serving youth ages 6-18. Additionally, our organizational policies and procedures directly address this issue and forbid any employee from limiting participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. Furthermore, because we receive federal grants, we are required by law to meet this expectation.

24. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

    N/A

25. Complete a COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    **NOTE: Volunteer Hours may be calculated at $12/hour.**

    - **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

| Program/Project Expense/Description | Total | City Grant | Other Committed Funds and/or $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|---|
| Transportation and hotel for College Tours | 2,000 | 2,000 | 0 | |
| Curriculum ("Career Readiness") | 3,000 | 3,000 | 0 | |
| Staff salaries for College Tours | 1,500 | 0 | 1,500 | Steak & Stake Dinner donation 10/19/18 |
| Qualified Teacher | 2,500 | 0 | 2,500 | Children's Services Council |
| TOTALS | $9,000 | $5,000 | $4,000 | |

26. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

| | |
|---|---|
| Name | Thomas John |
| Telephone Number | 772-460-9918 x 207 |
| Email Address | tjohn@bgcofslc.org |
| Organization Position | Director of Education and Programs |
| City of Residence | Fort Pierce, FL |
| Qualifications | B.A. Elementary Education, Purdue University, concentration in Reading; former Family Support Case Manager, Big Brothers Big Sisters of St, Lucie and Indian River Counties; former Program Director or Program Coordinator for Boys & Girls Clubs in Indiana and Florida. |
| Professional Licenses | Holds a Teaching Certificate in Florida and Indiana; American Red Cross CPR and First Aid Certified; Serve on CA Moore student advisory council. Serve on the roundtable of st Lucie County for both truancy and educational partnerships. |
| Role in Project | Creates programming |
| % of Time Dedicated to Project | 10% |

| | |
|---|---|
| Name | Sean Howald |
| Telephone Number | 772-460-9918 x206 |
| Email Address | showald@bgcofslc.org |
| Organization Position | Area Director |

| | |
|---|---|
| City of Residence | Port St. Lucie |
| Qualifications | Bachelor's Degree, Kent State University, Kent, OH, Community Health Education. Former Director, Chuck Hill Clubhouse, Port St. Lucie; Program Supervisor, Community Services Dept., City of Port St. Lucie. |
| Professional Licenses | Certified in First Aid/CPR and Blood-borne Pathogens |
| Role in Project | Oversees the Club and its activities |
| % of Time Dedicated to Project | 10% |

| | |
|---|---|
| Name | Jarius Gilliam |
| Telephone Number | 772-940-7946 |
| Email Address | jgilliam@bgcofslc.org |
| Organization Position | Teen Center Club Director |
| City of Residence | Fort Pierce, FL |
| Qualifications | Former Youth Worksite Coordinator, Career Source Research Coast; Former Lincoln Park Community Center Coordinator, St. Lucie County; Series of progressively more responsible positions at BGCSLC over a six-year period. |
| Professional Licenses | Working toward degree, Indian River State College |
| Role in Project | Managing the project, working with members |
| % of Time Dedicated to Project | 30% |

| | |
|---|---|
| Name | Josh Hanson |
| Telephone Number | 772-708-6452 |
| Email Address | jhanson@bgcofslc.org |
| Organization Position | Teen Center Teen Director |
| City of Residence | Fort Pierce, FL |
| Qualifications | Candidate A.S. Computer Engineering, Indian River State College. Former Music Director, Macedonia SDA Church, Fort Pierce; former athletic instructor, BGCSLC. |
| Professional Licenses | |
| Role in Project | Working with members, supervising field trips |
| % of Time Dedicated to Project | 35% |

27. Please attach **ALL** of the documents listed below to your application. Please include a written explanation for EACH document not included:

_ Articles of Incorporation and By-Laws

_ State and Federal Tax Exempt determination letter

_ Employee Identification Number

_ List of Board of Directors with contact information

_ Organizational Chart for your Organization

_ Board of Director's authorization to apply for this grant

_ Last three month's bank statements

_ Annual budgets for 2018 and 2019

_ Most recent audit report (if this is not available, provide written explanation)

_ Matching funds and In-Kind Services commitment documentation (Budget, page 16)

_ Three (3) Letters of Support for this project

_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

# PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

1. Describe your organization and list your Mission Statement.

   PAL's mission statement is: Filling Playgrounds, Not Prisons.

   PAL is a nationally approved juvenile crime prevention program that provides wholesome alternative activities, athletics, recreational, and tutorial/dropout prevention classes to create a bond between police officers and the youth in the community.

   PAL gives youth the opportunity to interact with law enforcement officers, so they understand that the law enforcement officers are here to help them and if they need one to call. Many youth in our community have the mindset that law enforcement officers are not to be trusted and PAL shows them that the law enforcement officers can be trusted. PAL is a safe and nurturing place that youth can go to feel safe.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

   PAL started as a small boxing club over 20 years ago. Over the years the boxing program has been a major part of the program. PAL currently has a coach that not only has coached boxing in the past, he is also a retired law enforcement officer. There are currently no boxing programs in the area that have law enforcement officers involved in their programs and interacting with the youth.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

| Program Year | Amount | Purpose |
|---|---|---|
| 2017-18 | $5,000 | Summer Camp – trips, scholarships, t-shirts and equipment for boxing and karate. |
| 2016-17 | $4,000 | PAL Programs – Uniforms, costumes, field trips & competitions |
| 2015-16 | $4,000 | PAL Programs – Uniforms, costumes, field trips & competitions |

   **Please Note:** Organizations/Applicants that have received funding for three consecutive years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

   PAL is continually enrolling new youth in the boxing program. This year PAL has planned a two week camp for boxing. By obtaining this funding, PAL would be able to offer scholarships to ten (10) youth in the community, help purchase much needed and updated equipment for the program, and allow the youth to attend boxing tournaments. The two week camp will also include membership to the boxing program.

5. What is your organization's annual budget? Describe how your organization is currently funded.

   PAL's current annual budget is $91,000.

   PAL is currently funded by grants, membership dues, donations and fundraisers.

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? Yes

   If you answered Yes, how do your services compliment their offerings? If yes, explain.

   Over the last couple of years there have been a few boxing clubs that have opened up in the area. Some of these gyms have even participated in events held by PAL in the past.

   How are your services different?

   PAL's services are different from the other boxing clubs, as PAL is the only organization that is trying to bridge the gap between youth and law enforcement officers in the community.

7. Project Name (please keep it short):

   Boxing Camp

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)

   ☐ **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

   X **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

   ☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

   X Benefit low to moderate-income persons;

   ___ Help in the prevention of slums or blight; and/or

   ___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

    A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

       The beneficiaries of this program would be the low income participants that would like to join the program and cannot afford the membership fee or boxing camp fee. The

participants in any of PAL's programs are required to compete the enrollment application. The application collects information such as family size and household income. This information is used to assist in making sure low-income participants have the opportunity to participate and allows PAL to identify participants that may qualify for scholarships. At this time, the majority of PAL's participants are low-income.

B. If the project will provide an **"Area Benefit"**, please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

N/A

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

This project will benefit "Limited Clientele". PAL's programs are specified for youth only and the boxing program is specified for youth ages 8 – 18. The majority of PAL's participants are currently in the "very low to low" income bracket below.

**Department of Housing and Urban Development (HUD) 2018 Income Limits**

| Number of People Living in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Extremely Low Income | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| Very Low Income | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| Low Income | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

__ Abused Children
__ Illiterate Adults
__ Lower Income Senior Citizens
__ Migrant Farm Workers
__ Elderly
__ Persons with HIV/AIDS
__ Homeless
__ Severely Disabled Adults
X Lower Income Youth
__ Severely Disabled Children/Youth
__ Other _____

11. Describe the existing problems or needs to be addressed by this program/project.

There are many youth in the community that enjoy boxing or would like to be a part of a team. With the boxing camp, the youth would be able to learn basics of boxing and have the opportunity to participate in actual boxing matches, either with other program boxers or with boxers from other clubs.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

Besides PAL being a safe place for youth to participate in the boxing program, youth will also

be taught a sport that they could possibly participate in at school or for years after they age out of the program. PAL has at least one uniformed law enforcement officer at the center at all times. At any given time there could be numerous law enforcement officers participating in activities with the youth. This creates a bond between law enforcement and the youth, while teaching the youth a sport they enjoy. This also helps to change the mindset of the youth that all law enforcement officers are against them and want to do harm to them.

13. List the physical addresses where the your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

    PAL is located at 2707 Peters Road Unit 48, Fort Pierce, FL 34945

14. List this project's measurable goals and objectives. Date the goals and objectives.

    The boxing program is a yearlong, ongoing program. The boxing camp will take place June 17, 2019 through June 28, 2019. PAL will track the program's goals by keeping a sign-in sheet for everyday of the program and the boxing camp. The goal for this program is to attract more youth to the boxing program and encourage them to continue with the program, school and to build relationships with law enforcement officers.

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

    PAL will track the results with the sign-in sheets and by watching/documenting the relationships formed with the law enforcement officers.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

    Measurements of outcomes would be having 15 new participants sign up for the boxing camp/program.

17. Amount of Grant Funds requested in this application: $5,000

    Amount of other funds secured for this program/project: $2,000

    Amount of other funds earmarked for the program/project: $2,000

    Total amount needed to complete this program/project: $15,000

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

    PAL's contingency plan would be to find other grants to apply for, do quick fundraising and ask local merchants for donations/sponsorship funds.

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

    The PAL boxing program is an on-going program, however the two (2) week boxing camp is a new program that PAL may or may not continue depending on interest and attendance.

20. Select every qualifier below that best describes your project.

__ Improve or enhance education opportunities

__ Improve or enhance job training opportunities

__ Improve or enhance employment opportunities

X Promote cultural diversity
- PAL currently have youth for many different backgrounds. PAL never turns away youth because of a cultural difference.

X Promote outdoor activities and a healthy lifestyle
- Boxing is a very physical sport and some training is done outside (weather permitting) and other training is done inside. They youth work out and warm up before getting into the ring, they also run outside (weather permitting).

X Spur interest and participation in neighborhood improvement activities
- Program participants are encourage to participate in community activities throughout the year.

__ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

X Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community
- PAL always encourages the youth to take part in community projects or activities.

X Instill and foster community pride
- PAL works with the youth to help them understand that they should take pride in the community that they live in and help make it a better place for everyone to live. "It only takes one to make a difference, imagine what you could do as a group."

__ Promote neighborhood beautification and revitalization

__ Promote activities that protect the environment

X Discourage adverse activity such as crime, drug use, and vandalism
- PAL's mission is to discourage all youth from getting involved with crime, drug use and vandalism. PAL has many law enforcement officers that participate in the programs. They offer youth a different perspective on things. They explain to them what happens if they are caught with drugs, or if they are caught being a participant in a crime. Many youth think it is just something to do and are unaware of the consequences involved. If youth have information they want to share regarding drug use, crimes or vandalism, there are many adults (including officers) that are there to help them and discuss things with them.

X Inspire and support the healthy development of youth
- PAL is a National Crime Prevention Youth Organization. PAL encourages youth to always live a healthy life, do well in school, and respect others. PAL is open for youth to come to if they need help with homework, if they need a safe place to go

with programs for them to participate in or if they just need someone to listen to them.

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

    ***Please see explanation of qualifier below each qualifier.***

22. Date project to begin: April 1, 2019

    Date project to be completed: September 1, 2019

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

    PAL's annual membership fee is $50 per year/per program. The boxing camp will be $50 for and this will also include boxing program membership for the year.

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

    Participation in PAL programs is not limited on the basis of race, gender, nationality, ethnicity, religion, creed or disability. There is an age requirement for the boxing camp/program. Boxing participants must be 8 to 18 years of age.

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

    PAL is not sponsored by any church or religious groups; therefore participation is not limited to members of any church or religious group. PAL makes every effort to ensure that the community is aware of the programs that exist at PAL. PAL advertises in local papers and on social media all year long for the programs offered to youth in the community.

26. Complete a COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    **NOTE: Volunteer Hours may be calculated at $12/hour.**

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

| Program/Project Expense/Description | City Grant | Other Committed Funds and/or $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|
| Boxing Camp Scholarships ($50/per youth) | $ 500 | | |
| Boxing Equipment | $2,000 | | |
| Boxing Camp Shirts | $ 500 | | |
| Field Trips/Tournaments | $1,000 | | |
| Food/Supplies for Camp | $1,000 | | |
| | | | |
| Liability Insurance | | $5,000 | Paid by PAL |
| Additional Electric for Camp | | $ 300 | Paid by PAL |
| Additional Coach(s) for Camp | | $3,200 | Paid by PAL |
| Advertising for Camp/Program | | $1,500 | Paid by PAL |
| TOTALS | $5,000 | $10,000 | |
| (use more lines/pages as necessary) | | | |

27. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

| | |
|---|---|
| Name | Ken Wilson |
| Telephone Number | 772.370.8278 |
| Email Address | kwilson843@aol.com |
| Organization Position | Coach/Mentor |
| City of Residence | Port St. Lucie |
| Qualifications | USA Certified Coach & Official |
| Professional Licenses | N/A |
| Role in Project | Coach/Mentor |
| % of Time Dedicated to Project | 100% |

| | |
|---|---|
| Name | Tom Caruso |
| Telephone Number | 772.237.7990 |
| Email Address | boxertc@comcast.net |
| Organization Position | Coach/Mentor |
| City of Residence | Jensen Beach |
| Qualifications | USA Certified Coach & Official |
| Professional Licenses | N/A |
| Role in Project | Coach/Mentor |
| % of Time Dedicated to Project | 25% to 50% |

| | |
|---|---|
| Name | Mike Scott |
| Telephone Number | 772.410.9421 |
| Email Address | mikestocklmt@yahoo.com |
| Organization Position | Coach/Mentor |
| City of Residence | Okeechobee |
| Qualifications | USA Certified Coach |
| Professional Licenses | N/A |
| Role in Project | Coach/Mentor |
| % of Time Dedicated to Project | 25% to 50% |

28. Please attach **ALL** of the documents listed below to your application. Please include a written explanation for EACH document not included:

_ Articles of Incorporation and By-Laws

_ State and Federal Tax Exempt determination letter

_ Employee Identification Number

_ List of Board of Directors with contact information

_ Organizational Chart for your Organization

_ Board of Director's authorization to apply for this grant

_ Last three month's bank statements

_ Annual budgets for 2018 and 2019

_ Most recent audit report (if this is not available, provide written explanation)

_ Matching funds and In-Kind Services commitment documentation (Budget, page 16)

_ Three (3) Letters of Support for this project

_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

# PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

1. Describe your organization and list your Mission Statement.

GRACE ("Guiding, Reaching, and Creating Expectation" for our area youth) Education & Business Community Center is a non-profit community based blended learning facility. Our Mission is to bridge the gap of mastery in Reading Comprehension and Mathematics skills for our students, as we help prepare them for the Florida Assessment and the end of course exams. Our goal is to create "Thinkers and Responsible Citizens" in the 21st Century.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

GRACE ("Guiding, Reaching, and Creating Expectation" for our area youth) Education & Business Community Center was founded by Joann Thompson, who has serviced K-12th grade students as a highly effective educator in St Lucie County public school system for the past 19 years to the present. Mrs. Thompson has obtained her Master's in Educational Leadership from Nova University and a Bachelor's in Organizational Management from Warner Southern College. She has obtained her National CDA certificate in early childhood and holds industry certifications in Microsoft Office "MOS", Adobe programs, and Industry Certification in Career & Technical Education (CTE) coursework.

GRACE ("Guiding, Reaching, and Creating Expectation" for our youth) Education & Business Community Center is a non-profit community based blended learning environment. Four and a half years ago, GRACE opened her doors to assist in the learning process of our low/moderate income community families. I am convinced that all students should participant in some type of academic learning year-round, but especially those who we target. Even though research states students who do not participant in some type of academic learning during the summer tends to lose weeks of learning while on summer vacation. Research goes on to say, students from poverty-stricken areas lose the most during this time. As we completed research for the Fort Pierce area, it was found that 41% of Fort Pierce residents live below the federal poverty level, in comparison to 21% for the whole state of Florida. In addition, nearly half of children in Fort Pierce (47.5%) live below the federal poverty level, in comparison to 22.8% statewide.

As we ministry to their academic needs, we cannot over look preparing them to be successful young adults. Career Exploration opportunities will play a major role in the preparation of our youth, stated the "Georgetown Center on Education and the Workforce". Having students do more hands-on learning activities are crucial for their development. The more opportunities students have to participant in CTE/hands-on activities, the more they acquire the skills needed in the working market: employability skills such as communication, teamwork, problem solving, initiative and self-management skills that are portable across occupations and different work settings.

I have not found any project in the area that I can say is similar to the project I am adding to our Middle School students' program.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

| Program Year | Amount | Purpose |
|---|---|---|
| 2017-18 | $1000 | Used to give scholarships to needy families in the Fort Pierce area |
| 2016-17 | $3000 | Startup cost for my LLC to help purchase a vehicle to transport foster care students to important appointments. I also purchased Business cards, brochures etc. |
| 2015-16 | — ? | |

**Please Note:** Organizations/Applicants that have received funding for three consecutive years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

The programs that the City sponsored was for Grace Development & Community Outreach. The funds were used to purchase startup items (cards, brochures, laptops, etc.) and put down on a vehicle to help transport students. The mission of this business is to provide guidance to aging-out foster care young adults (life-coaching), provide them with safe house, and transportation. Last year I received funds to help my 501c3 program keep students off the street in a safe environment.

The funds this year will be used to implement a Career Exploration program that will give our Middle Schoolers an opportunity to volunteer 2 to 3 times a week (with a Chaperones) with business partners of GRACE Ed. Students will learn new skill sets that will assist them as they become positive contributing individuals in our communities.

5. What is your organization's annual budget? Describe how your organization is currently funded.

Annual Budget $82,972

Our 2018 funding sources are: Children Service Council, Early Learning Coalition, In Kind, Fundraisers, St Lucie County Food Bank, and The City of Fort Pierce.

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? There is no organization in our area that is ministering to our middle schoolers career exploration needs in this manner.

If you answered Yes, how do your services compliment their offerings? If yes, explain.

How are your services different? N/A

7. Project Name (please keep it short):

   Grace Ed Middle Schoolers' Career Internship.

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)

   ☑ **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

   ☐ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

   ☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

   ✓ Benefit low to moderate-income persons;

   ___ Help in the prevention of slums or blight; and/or

   ___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

    A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

    GRACE EBCC will focus on 6-8th grade students from all the local area schools. To ensure that the intended beneficiaries are served, daily attended will be tracked using our online tracker that will also include their addresses and zip codes. We will identify our beneficiaries using local statistic to identify families in need who are using affordable housing or from the area title 1 schools. We will get approval to place flyers in the St Lucie County schools, at public events, in the local churches, at the local libraries, as well as sharing information about our program by word of mouth.

    B. If the project will provide an **"Area Benefit"**, please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

    Though our program will service low to moderate income families mostly North of Okeechobee Road, we will concentrate more on the geographic area closes to the center: 2nd Street (East), Okeechobee Road (South), 13th Street (West), to Avenue H (North)

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

**Department of Housing and Urban Development (HUD) 2018 Income Limits**

| Number of People Living in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| **Extremely Low Income** | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| **Very Low Income** | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| **Low Income** | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

__ Abused Children
__ Lower Income Senior Citizens
__ Elderly
__ Homeless
__ Lower Income Youth
__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults
__ Severely Disabled Children/Youth
__ Other _____

11. Describe the existing problems or needs to be addressed by this program/project.

Our program service low to moderate income families mostly north of Okeechobee Road. Parents are working or attending other supporting activities while their pre-teens are left for hours of idle and unmonitored time. Statistically, middle schoolers are the hardest to get and keep involve in positive activities. As an Industry Certification educator, I understand the importance of starting the preparation for careers in middle school. Starting career exploration in middle school, helps our students narrow down occupations and course work needed before entering high school. This make them more prepared to enter college or the workforce in the area that best fit.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

I am thrilled to initiate a on the job training for our middle schools to help with preparing them for future careers. I am working with community businesses like Manatee Observation and Education Center and Indian River State College in this initiative to preparation our middle schoolers through an internship program. This addition to our program will not only give them the training needed, but the background, environment experience, and work ethic needed to becoming a responsible individual. They will also be taught the appropriate way to act, how to do a resume, and how to complete debit/credit transaction during their time at the center.

13. List the physical addresses where the your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

Our physical location is 712 N. 7th Street-Suite A, Fort Pierce FL 34950, but two to three days per week our middle schoolers will be training at different businesses in the area.

14. List this project's measurable goals and objectives. Date the goals and objectives.

    1. After our middle schoolers complete 6 weeks of training, they will reflect on the job description, what soft skills learned during their training, take online behavior test, and check out job posting in the industry of interest.

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

    Our Job Coach will track the results from our evaluation tool and input from employers.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

100% of our participants will be unduplicated, and 80% to 90% will be from low/moderate income families.

17. Amount of Grant Funds requested in this application: 5,000
    Amount of other funds secured for this program/project: 1,480
    Amount of other funds earmarked for the program/project: 0
    Total amount needed to complete this program/project: 6,480

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

    In the event this grant request is not fully funded, we will do additional fundraisers to assist.

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

To continue the implementation of this program, we will seek long-term resources through United Way, Children Service Council, and other agencies (local and abroad) to assist us in our efforts to support our low to moderate income families with the necessary community resources to help their children.

20. Select every qualifier below that best describes your project.

__ Improve or enhance education opportunities
X Improve or enhance job training opportunities
X Improve or enhance employment opportunities
X Promote cultural diversity

__ Promote outdoor activities and a healthy lifestyle

__ Spur interest and participation in neighborhood improvement activities

__ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods
X Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

__ Instill and foster community pride

__ Promote neighborhood beautification and revitalization

__ Promote activities that protect the environment
Discourage adverse activity such as crime, drug use, and vandalism

__ Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

1. To enhance job training opportunities, we have partnered with local businesses to give area middle schoolers summer internship opportunities. These opportunities allow us to train them in different career areas in preparation for the workforce.
2. Our partnership with Career Source services also gives us the opportunity to improve job opportunities. Through this program, local businesses allow our middle schoolers to volunteer during the summer months to gain the training and build working skills and ethics along the way.
3. To promote cultural diversity, GRACE Education and Business Community Center does not discriminate based on race, gender, or sex. All applicants are welcome. We promote diversity in our staff, as well as our campers to promote unity and appreciation of our differences.
4. Providing GRACE Education and Business Community Center with the funds needed to enhance the lives of low/moderate income families, will create a partnership that promotes career readiness, education, health, safety, and community awareness. Working together to accomplish a common goal for the betterment of a community, is partnerships. Grace Education & Business Community Center greatly appreciate the business relationships we are building in our community to assist in producing positive contributing community citizens.

22. Date project to begin: June 10, 2019

Date project to be completed: August 1, 2019

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

Grace is striving to be a community site where all services are free to all community students to attend. Funding will allow Grace to offer 18 scholarships to low/moderate income middle schoolers families whose parents cannot afford to place them in a safe environment for the summer. GRACE will use the U.S. Department of Health & Human Services Guidelines to determine if the family qualifies for a summer scholarship on a first come first serve basis. To be eligible for a scholarship, parents must provide GRACE with one of the below documentations to prove they are financially in need (approval letter for free or reduce lunch from the school board or approval letter to receive services from Department of Children & Families.)

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

GRACE does not discriminate based on race, gender, nationality, ethnicity, religion, creed or disability. We are here to serve all families wanting to receive our services in the Fort Pierce area on a first come first serve basis.

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

We are not a religious group, but to ensure we make every effort to reach the community at-large, we will advertise on the radio, place flyers in local schools & businesses, as well as advertise on our website and other social medias.

26. Complete a COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    **NOTE: Volunteer Hours may be calculated at $12/hour.**

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

| Program/Project Expense/Description | City Grant | Other Committed Funds and/or $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|
| 18 (8 weeks) Full Scholarship for middle schoolers to attend at a discounted rate of $45. | $5000 | $1480 | |
| | | | |
| | | | |
| TOTALS | $5000 | $1480 | |
| (use more lines/pages as necessary) | | | |

27. Organization Staff and Volunteers

    Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

    Name Joann Thompson
    Telephone Number (772) 579-0251
    Email Address graceeducationcenter@gmail.com
    Organization Position Director
    City of Residence Port St Lucie
    Qualifications: Present Educator (22 years +), BA in Business Management, MA degree in Educational Leadership, 35 years of experience working with youth, and 18 year in Industry Certification testing.
    Professional Licenses : Teacher/School Leadership Certificate through the State of FL
    Role in Project : Director, Trainer
    % of Time Dedicated to Project : 90%

28. Please attach **ALL** of the documents listed below to your application. Please include a written explanation for EACH document not included:

_ Articles of Incorporation and By-Laws

_ State and Federal Tax Exempt determination letter

_ Employee Identification Number

_ List of Board of Directors with contact information

_ Organizational Chart for your Organization

_ Board of Director's authorization to apply for this grant

_ Last three month's bank statements

_ Annual budgets for 2018 and 2019

_ Most recent audit report (if this is not available, provide written explanation)

_ Matching funds and In-Kind Services commitment documentation (Budget, page 16)

_ Three (3) Letters of Support for this project

_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

# PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

1. Describe your organization and list your Mission Statement.

Our mission is to serve our community with excellence, love, and mercy by offering health programs, educational training, and prevention outreach to address health disparities in our area. We address the whole person which includes the physical, nutritional, mental, financial and spiritual; a community of individuals who value their own worth and the worth of others; a community that is free of stigma, shame and fear.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

Since its inception in 2001, In the Image of Christ (ITIOC) has served with excellence and developed dialogue with individuals that are traditionally underserved. ITIOC has formulated a successful partnership with local entities. Started as a purely volunteer group, ITIOC was formed to break through the service barriers that local and state government agencies face in serving the populations in greatest need. Headquarters for the organization are situated in the lowest economic area in the City of Fort Pierce. The organization enjoys a reputation of deep respect and acceptance in the community, which allows outreach personnel to integrate into networks of subpopulations.

Our staff has been recruited directly from the community it serves. These persons have extensive social network connections in this area. This has assisted the organization in building a strong rapport in Fort Pierce. The outreach workers understand the culture and issues facing the low income minorities in the county. As an agency, our approach is non-discriminatory and non-judgmental. No one will be denied services solely based on their race, religion or creed.

We specialize in many areas: Youth 4 Change Summer Broadcasting Program, HIV/AIDS Prevention services, Emergency/Cold Weather Shelter, **Food Pantry** services, and several others. As previously mentioned in our mission, our goal is to serve the whole man.

Our **Food Pantry Project** has been in existence for over 10 years, providing much needed food to thousands of low-income families in Fort Pierce. This City of Fort Pierce/Public Service Grant will allow us to expand our Food Pantry Program to allow additional access to our Clothes Closet services, increased HIV testing services, and increased HIV Prevention Education services for those that are participating in our Food Pantry Program.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

| Program Year | Amount | Purpose |
|---|---|---|
| 2017-18 | N/A | |
| 2016-17 | $2783.40 | Youth 4 Change Summer Broadcasting Program |
| 2015-16 | N/A | |

**Please Note:** Organizations/Applicants that have received funding for three consecutive years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

   Our **Food Pantry Project** began as simply a way to supplement the food needs of the poorest in Fort Pierce. Several years ago, our agency did receive CBDG funding for that pantry. Yet now, our Food Pantry has expanded in a very innovative way. Those that show up for the Food Pantry (many times the number from just a few years ago) now have the added benefit of receiving access to our Clothes Closet (including new and delicately used dresses, suits, pants, shirts, shoes, socks, jackets, coats, diapers, and baby clothes. From infant to adult.); access to advanced HIV testing, and strategic health education and high-risk prevention services. Our **Food Pantry Project** has expanded to create in-roads into our poorest populations in Fort Pierce, to address (directly and/or referrals) all the needs and gaps in our community.

5. What is your organization's annual budget? Describe how your organization is currently funded.

   In 2018, our agency's total budget was $515,000. We receive funding through state grants, local grants, foundation grants, and community donations. The Children's Services Council and Allegany Franciscan Ministries have been great supporters of our mission.

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? Yes, but not all our services.

   If you answered Yes, how do your services compliment their offerings? If yes, explain.

   There are several free and discounted food sources available to individuals and families in Fort Pierce. Most of these require some sort of pre-eligibility income documentation before the applicant gets a preset allocation. Our **Food Pantry Project** is supplemental with minimal documentation necessary. None are turned away. In regard to our other services, no other agency provides the emergency/inclement weather shelter that ITIOC operates; no other agency provides the HIV Prevention services; no other agency conducts the teen pregnancy prevention program or the unique Youth 4 Change Summer Broadcasting programs as well. However, we definitely collaborate with many other local service agencies so that we can be successful in all our service delivery.

   How are your services different?

   Our agency's Food Pantry Project is designed (as above stated) with a need for minimally invasive financial documentation needed. Also, our customers actually "shop" for items as they can pick and choose from stocked shelves the food items that will best serve their families. Also, while they are waiting for their shopping opportunity, they now have access to our Clothes Closet (if they spot something that they or their family can use); they are offered free rapid HIV testing (with incentives); and now, ITIOC provides health risk prevention education while individuals are at the pantry.

   As a final note, ITIOC has always offered (and will always continue to do so) all our services without charge. Everything is free.

7. Project Name (please keep it short): **Food Pantry Project**

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)

☒ **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

☐ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

X Benefit low to moderate-income persons;

___ Help in the prevention of slums or blight; and/or

___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

Low income families and individuals in the Fort Pierce area will benefit. This **Food Pantry Project** will allow for families with financial stress to stretch their limited income to better serve their own children and family's needs. The Food Pantry has become well known in the general area for the benefited demographic; and it is also listed on many neighborhood service flyers and the local 211 service as well.

B. If the project will provide an **"Area Benefit",** please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

This **Food Pantry Project** will be open to all low income people in Fort Pierce who state their need for these services. No one is turned away.

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

**Department of Housing and Urban Development (HUD) 2018 Income Limits**

| Number of People Living in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Extremely Low Income | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| Very Low Income | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| Low Income | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

__ Abused Children
__ Lower Income Senior Citizens
__ Elderly
__ Homeless
__ Lower Income Youth
__ Other _____

__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults
__ Severely Disabled Children/Youth

11. Describe the existing problems or needs to be addressed by this program/project.

This Food Pantry Project will provide food, offset some financial stress, and expose families to additional health services and education.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

ITIOC rents a UHaul truck every Tuesday and arrives at the Treasure Coast Food Bank to pick up our order (the food that the Treasure Coast Food Bank sells to eligible non-profit agencies). ITIOC transports the order to the Food Pantry location, where the food items are sorted and stocked on shelves or in freezers. On Monday, Wednesday, and Friday the pantry is open for "business." The **Food Pantry Project** also includes the other services mentioned above.

13. List the physical addresses where the your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

707 N. 7th Street, Fort Pierce, FL 34950

14. List this project's measurable goals and objectives. Date the goals and objectives.

150-200 families benefit each week from the pantry services. This equates to over 2000 meals each week and over 8000 meals each month.

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

A log sheet is maintained that tracks all the demographic data of those that utilize the pantry services. The food orders and invoices from all the ITIOC purchases from the Treasure Coast Food Bank are also maintained.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

    150-200 unduplicated low-income families are served each week. This amounts to an estimated 1000 unduplicated individuals (including babies, youth, senior citizens, veterans, and adults).

17. Amount of Grant Funds requested in this application: $5000

    Amount of other funds secured for this program/project: $0

    Amount of other funds earmarked for the program/project: $0

    Total amount needed to complete this program/project: $25,000

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

    ITIOC will continue the **Food Pantry Project** by seeking grants and private donation funding sources.

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

    ITIOC will continue the **Food Pantry Project** using the above mentioned sources.

20. Select every qualifier below that best describes your project.

    __ Improve or enhance education opportunities

    __ Improve or enhance job training opportunities

    __ Improve or enhance employment opportunities

    __ Promote cultural diversity

    X Promote outdoor activities and a healthy lifestyle

    __ Spur interest and participation in neighborhood improvement activities

    __ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

    __ Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

    __ Instill and foster community pride

__ Promote neighborhood beautification and revitalization

__ Promote activities that protect the environment

__ Discourage adverse activity such as crime, drug use, and vandalism

X Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

    This Food Pantry project will support better health outcomes by distributing healthy food.

22. Date project to begin: April 1, 2019

    Date project to be completed: September 1, 2019

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

    No fees are required.

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

    ITIOC does not discriminate for participation in any of our services.

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

    All are welcome to participate and benefit from ITIOC's services, including the **Food Pantry Project**. Other local service agencies and the local 211 information service have knowledge of all ITIOC's services, as well.

Complete a COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

**NOTE: Volunteer Hours may be calculated at $12/hour.**

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

| Program/Project Expense/Description | City Grant | Other Committed Funds and/or $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|
| Food | 5000 | 20,000 | In the Image of Christ |
| | | | |
| | | | |
| TOTALS | $5000 | $20000 | |
| (use more lines/pages as necessary) | | | |

26. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

Name: Hazel Hoylman
Telephone Number: 772-359-9653
Email Address: hhoylman@intheimageofchrist.org
Organization Position: Executive Director
City of Residence: Port St. Lucie
Qualifications: 18 Years as Agency Director
Professional Licenses: N/A
Role in Project: Project Manager
% of Time Dedicated to Project: 25%

Various Volunteers are available to support the project. The Volunteer personal information is not available at the time of this application; yet can be provided as applicable.

27. Please attach **ALL** of the documents listed below to your application. Please include a written explanation for EACH document not included:

- [X] Articles of Incorporation and By-Laws
- [X] State and Federal Tax Exempt determination letter
- [X] Employee Identification Number
- [X] List of Board of Directors with contact information
- [X] Organizational Chart for your Organization
- [X] Board of Director's authorization to apply for this grant
- [X] Last three month's bank statements
- [X] Annual budgets for 2018 and 2019
- [X] Most recent audit report (if this is not available, provide written explanation)
- [X] Matching funds and In-Kind Services commitment documentation (Budget, page 16)
- [X] Three (3) Letters of Support for this project
- [X] Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

**PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES**

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

1. Describe your organization and list your Mission Statement.
**Our Mission is to provide a safe, healthy, crime prevention, educational program and promote cultural diversity with outdoor activities, and a healthy lifestyle to all our community, especially the minor children of all ethnic backgrounds and to discourage adversity activities such as crime, drug use, violence and vandalism.**

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

**The project will continue to help us help abused children, low income youth, migrate farm workers, persons with HIV/AIDS (children), promote culture diversity, outdoor activities, a healthy lifestyle, discourage adverse activities, such as crime, drug use, and vandalism, inspire and support the healthy development of youth, with the addition of tutoring for scholastic purposes.**

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

| Program Year | Amount | Purpose |
|---|---|---|
| 2017-18 | | |
| 2016-17 | | **Non-applicable** |
| 2015-16 | | |

**Please Note:** Organizations/Applicants that have received funding for three consecutive years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

**Non-Applicable**

5. What is your organization's annual budget? Describe how your organization is currently funded.

**The organization's is funded through donations from board members and other inkind donations. Annual budget is %15,000.00 - $20,000.00 yearly.**

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? **Yes**

If you answered Yes, how do your services compliment their offerings? If yes, explain.

How are your services different?

***Because of boundaries***

7. Project Name (please keep it short):

**The Northside Bat and Ball Little League**_____

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)

X **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

☐ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

X **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

X Benefit low to moderate-income persons;

___ Help in the prevention of slums or blight; and/or

___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

**Application will be completed and The Department of Housing and Urban Development (HUD) income limits chart will be used to determine family status.**

B. If the project will provide an **"Area Benefit"**, please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

**Exhibit A- Boundary Map**

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

**170 Low Income – 85%**
**29 Moderate Income - 15%**
**1 Other – 0.005**

| Department of Housing and Urban Development (HUD) 2018 Income Limits | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Number of People Living in Household** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| **Extremely Low Income** | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| **Very Low Income** | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| **Low Income** | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

- **X** Abused Children
- __ Lower Income Senior Citizens
- __ Elderly
- __ Homeless
- **X** Lower Income Youth
- __ Other _____
- __ Illiterate Adults
- **X** Migrant Farm Workers
- **X** Persons with HIV/AIDS
- __ Severely Disabled Adults
- __ Severely Disabled Children/Youth

11. Describe the existing problems or needs to be addressed by this program/project.

**Children are in the street after school and during the time their parents are working.**

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

**Kids will have a place to go that is healthy, safe, drug free, educational, with outdoor activities and other functions to keep them out of the streets.**

13. List the physical addresses where the your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

**Horatio Grisby Park and Innosellis Park located at 1306 Avenue M. Fort Pierce, Florida 34950.**

14. List this project's measurable goals and objectives. Date the goals and objectives.

**Our goal is to serve 200 low to moderate income children form April 5th, 2019 to December 30th, 2019 with tutoring and outdoor activities.**

15. How will you track the results of these goals and objectives? (This information will be

required with your monthly status reports.)

**All participants will sign in daily for tutoring and activities.**

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

**The income level of each child will be recorded from the application and will be checked off once weekly on the master roster.**

17. Amount of Grant Funds requested in this application: **$5,000.00**
    Amount of other funds secured for this program/project: **$5,000.00**
    Amount of other funds earmarked for the program/project: **$2,500.00**
    Total amount needed to complete this program/project: **$7,500.00**

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

**Will continue to ask for donations from the board members and the public sector.**

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

**Will continue to ask for donations from the board members and the public sector.**

20. Select every qualifier below that best describes your project.

X Improve or enhance education opportunities

__ Improve or enhance job training opportunities

__ Improve or enhance employment opportunities

X Promote cultural diversity

X Promote outdoor activities and a healthy lifestyle

__ Spur interest and participation in neighborhood improvement activities

__ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

X Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

X Instill and foster community pride

__ Promote neighborhood beautification and revitalization

__ Promote activities that protect the environment

X Discourage adverse activity such as crime, drug use, and vandalism

X Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

**Our project will help abused children, lower income youth, migrant farm workers, persons with HIV/AIDS (children), promote cultural diversity, promote outdoor activities, a healthy lifestyle, discourage adverse activities such as crime, drug use, vandalism, inspire and support the healthy development of youth. All above objectives will be done through tutoring, counseling, after school activities, and a place to go while parents are at work. Our goal is to save our youth and enhance their skills and growth, as well as build their self-esteem and confidence. We will also help to build tides within the city through community activities.**

22. Date project to begin: **04/05/2019**_____

Date project to be completed: **12/30/2019**_____

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

**$0.00**

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

**Anyone that has an interest in our program regardless of race, gender, nationality, ethnic, religion, creed or disability, will be allowed to participate in our project.**

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

**This is not a church or religious project. We will give all interested parties the opportunity to participate in our project.**

26. Complete a COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services must equal at least 25% of your grant request.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    **NOTE: Volunteer Hours may be calculated at $12/hour.**

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

| Program/Project Expense/Description | City Grant | Other Committed Funds and/or $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|
| Fountain Machine | $800.00 | | |
| Popcorn Machine | $400.00 | | |
| League Fun Day | $1,000.00 | | |
| League Travel - Gas | $1,000.00 | | |
| Base Ball Cleats --Boys/Girls | $1,000.00 | | |
| Training Sessions-outsourced | $800.00 | | |
| TOTALS | $5,000.00 | $ | |
| (use more lines/pages as necessary) | | | |

27. Organization Staff and Volunteers

    Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

    Name
    Telephone Number
    Email Address
    Organization Position
    City of Residence

28. Please attach **ALL** of the documents listed below to your application. Please include a written explanation for EACH document not included:

_ Articles of Incorporation and By-Laws

_ State and Federal Tax Exempt determination letter

_ Employee Identification Number

_ List of Board of Directors with contact information

_ Organizational Chart for your Organization

_ Board of Director's authorization to apply for this grant

_ Last three month's bank statements

_ Annual budgets for 2018 and 2019

_ Most recent audit report (if this is not available, provide written explanation)

_ Matching funds and In-Kind Services commitment documentation (Budget, page 16)

_ Three (3) Letters of Support for this project

_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

# PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

## 1. Describe your organization and list your Mission Statement.

The Roundtable of St. Lucie County, a 501(c)(3) organization, is a group of St. Lucie County leaders who work together to accomplish system change that results in improved outcomes for youth throughout St. Lucie County.

The Roundtable does not focus on "quick fixes." Instead, it identifies and implements research-based, comprehensive solutions to achieve and sustain long-term success for St. Lucie County youth. We envision a community of opportunity where every child succeeds. Our mission is to sustain a team of county and business leaders who mobilize resources to improve the education, health, safety, nutrition, and care of all children in St. Lucie County.

## 2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

The Roundtable of St. Lucie County was created in 1995 by five Chief Executive Officers from the Fort Pierce Police Department, Department of Juvenile Justice, Department of Children & Families, the Children's Services Council, and the City of Port St. Lucie. Their goal was to develop a comprehensive plan to better the lives of children in St. Lucie County. Since 1995, the board has grown to include chief or executive level officers from more than 25 community organizations.

In 1999, the Roundtable of St. Lucie County was one of six sites in the State of Florida to secure a grant from the national Office of Juvenile Justice and Delinquency Prevention (OJJDP). Under the grant, the Roundtable conducted a county wide assessment of data relating to St. Lucie County's children and developed a comprehensive plan called St. Lucie Hand in Hand to reduce risk factors and problem behaviors facing St. Lucie County youth. The comprehensive St. Lucie Hand in Hand plan is centered on a "risk-focused" prevention model, supported by 30 years of adolescent problem behavior research by Dr. David Hawkins and Dr. Richard Catalano. For the past fifteen years, St. Lucie Hand in Hand has served as the foundation for all of the Roundtable's activities and, working together, Roundtable partners have achieved significant success:

- Teen pregnancies decreased 11.6%;
- Delinquency decreased 41%;
- Underage drinking in middle and high school decreased 24%;
- School expulsions decreased 88%;
- Out of school suspensions decreased 53%;
- Unexcused absences decreased 11% in elementary, 22% in middle school and 4% in high school;
- Misdemeanor assault and battery decreased 18%.

Today's Roundtable consists of seven (7) Networks (or Subcommittees) that concentrate on the following key areas: Behavioral Health, Academic Success, Delinquency Prevention, Economic Sufficiency, Substance Abuse Prevention, Child Welfare, and Teen Health. The singular focus of each network allows it to develop a strategic plan of action around its specific risk factors through education, system and policy change, and comprehensive environmental strategies.

In August 2014, the Safe Neighborhood Network was tasked by the Roundtable to take the lead in implementing the Restoring the Village Youth Initiative (RTVYI), an anti-violence strategy for reaching St. Lucie County youth who are involved in, or at risk of becoming involved in, street violence. The Youth Initiative is based on the federal comprehensive gang model developed by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and supported by the National Gang Center. The national model is a multi-strategy, multidisciplinary approach to youth violence that has proven to be effective in reducing gang activity.

Working together, SNN members developed a Memorandum of Understanding signed by 24 key stakeholders agreeing to partner to reduce gang violence in the Lincoln Park area of Fort Pierce through RTVYI. RTVYI works closely with a variety of community partners through its intervention team. Members of the Intervention Team consist of representatives from the following agencies: Fort Pierce Police Department, St. Lucie County Sheriff's Office, Port St. Lucie Police Department, Department of Juvenile Justice, St. Lucie County Public Schools, CareerSource Research Coast, Drug Abuse Treatment Association (DATA), New Horizons of the Treasure Coast, Florida Department of Children and Families, Communities and the Florida Department of Health. The team meets twice monthly to work collaboratively and link gang members to social, educational, employment and health services using a wraparound case management approach. Intervention team members remove barriers and support access to needed services such as physical and mental healthcare, substance abuse treatment, education assistance, child care, housing, transportation, employment resources, counseling, and prosocial recreation for gang-involved youth and families.

Through the joint efforts of the community partners, RTVYI has been able to identify and connect with a key cohort of members from all the major gangs in Fort Pierce and have enrolled 150 young men to the program since its inception. Over the past 12 months, RTVYI's outreach workers have spent over 6,800 hours with 100 clients providing pro-social mentoring time and linking them to services through its multi-agency intervention team. This team consists of fifteen agencies which provide access to and delivery of a wide range of services including substance abuse treatment, mental and behavioral health counseling, job training, and employment opportunities, youth leadership programs, aggression replacement training, sports, recreational, and cultural enrichment activities (e.g. ropes courses, deep sea fishing, bowling, beach trips, attending college sports games, skateboarding, and water sports). The team also assists with fulfilling a range of other essential needs (e.g. assistance with light bills, rent, furniture, and clothing for school and job interviews) for the clients and their families. The following are measurable results for the youth in the RTVYI over the past 12 months:

**Employment & Job Training**

- Seventy-one percent of eligible program youth were enrolled in high school/GED programs and attended regularly.
- 4 Youth graduated High School (one with honors)
- 12 clients successfully completed CareerSource Research Coast/Keiser University Summer Employment Training (3-day Job Training Academy)
- Sixty-eight percent of adult clients have gained full-time employment
- 3 clients are currently enrolled in Building Fort Pierce/Youth Build, a partnership between Indian River State College, CareerSource Research Coast Youth Connections Program, Habitat for Humanity of St. Lucie County, the Treasure Coast Builder's Association, and the City of Fort Pierce to assist high school drop-outs work toward a GED while gaining valuable construction experience along the way.

**Mental Health and Substance Abuse**

- 80 of 100 RTVYI youth are currently receiving SA counseling services. **Twenty-six of these (32%) these are successfully achieving (participating and testing clean).**
- 2 clients successfully completed residential substance abuse treatment
- 40 program youth identified as needing mental health services were referred to counseling (anger management, individual and/or family). 45% of them attended and successfully completed those services.

RTVYI currently provides mental health and substance abuse services (individual and family counseling, anger management, out-patient and residential substance abuse treatment) for 80 clients. To offer these services the program collaborates with the Department of Juvenile Justice and several providers in the area.

In order to increase the number of youths that receive mental health services, RTVYI has also developed an anger management program for program youth in partnership with Sequel Care of Florida. This is an evidence-based practice known as Aggression Replacement Training (ART). Components of this program include *Social Skills Training*, that teaches participants what to do, helping them replace antisocial behaviors with positive alternatives; *Anger Control*, which teaches participants what not to do, helping them respond to anger in a nonaggressive manner and rethink anger-provoking situations; and *Moral Reasoning*, which helps raise participants' level of fairness, justice, and concern for the needs and rights of others.

RTVYI has trained Sequel Care staff and facilitators in cultural competency, and local gang structure and activities, in order to properly connect with clients so to understand how they live and exist in the community. Furthermore, outreach workers participate in the sessions to help manage and model behavior, facilitate difficult conversations, and impart personal experiences and life lessons to the clients. This customization ensures a higher completion success rate.

**Pro-Social Opportunities**

- **One hundred program youth were linked to an outreach worker** that provided pro-social mentoring and encouragement.
- **Seventy-seven percent of program youth participated in pro-social activities, volunteer community service.**
- **A cohort of 12-15 youth attends bi-weekly sessions in our new Nurturing Fathers Program,** an evidence-based, 13-week training course designed to teach parenting and nurturing skills to men. This program is included in SAHMSA's National Registry of Evidence-based Programs and Practices (NREPP), and as such has shown to be successful at increasing the parental attitudes and behaviors of participants.

**Reduction in Violent Crime**

We have seen a sharp reduction in gang-related violent crime in the last six months. Only one gang-related homicide was committed in the reporting period. Gang-related robberies were reduced with 50% and aggravated assaults committed by gang-involved youth went down with over 30%. In total, gang-related violent crimes were reduced with almost 27% in the reporting period. Violent crimes involving fire-arms were also reduced, but to a lesser extent. Fire-arm involved robberies went down 18%, while aggravated assaults increased with 7.5%. Overall the violent crime involving fire-arms were reduced with 1.5%.

The intervention team identified 16 high-risk RTVYI youth that were placed on Fort Pierce Police Department's Juvenile Arrest and Monitoring program (JAM). This program involves police officers doing daily curfew checks (at home, school and employment). Any violations will result in the JAM youth being detained and delivered to the St. Lucie County Juvenile Detention Center for a Violation of Probation charge. A total of 1285 JAM checks were performed by law enforcement, of which only 187 resulted in violations, resulting in a compliance rate of 85%.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

| Program Year | Amount | Purpose |
|---|---|---|
| 2017-18: | $5,000 | *Anger Management & College Tour* |
| 2016-17: | $5,000 | *Anger Management, Basketball & Deep-Sea Fishing* |
| 2015-16: | $4,000 | *Anger Management & Team Building* |
| 2014-15: | NA | NA |

**Please Note:** Organizations/Applicants that have received funding for three consecutive years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

The proposed programming in this grant application is **expanded** in that it will be offered to new and additional clients who have not yet participated in this program. Like described in previous grant proposals, gangs in Fort Pierce are what can be called "turf gangs" that define themselves by the territory that they "control" or live within. If members of other gangs stray into their territory, it often sparks conflicts and/or violence between members of rival groups of youth. Restoring the Village Youth Initiative works with youth from different gangs in Fort Pierce, which makes it challenging to include participants from rival groups in the same program. Thus, by continuing to offer this program, RTVYI can train additional youth representing different territories in a safe and responsible manner. *The proposed Aggression Replacement Training will be offered to 12 new RTVYI clients in the spring and early summer of 2019.*

In addition to expanding our program to new participants, we also propose to add two **new activities** to our 2019 program that offer meaningful cultural and social enrichment designed to enhance clients' social skills and reduce juvenile delinquent activity in Fort Pierce. The **new program offerings are**: 1) Ropes course and ziplining experience at Treetop Trek at Brevard Zoo in Melbourne, FL and 2) Trip to the Family Fun Center in Stuart, FL featuring Mini-Golf, Go-Karts, Batting Cages and Adventure Attractions.

5. **What is your organization's annual budget? Describe how your organization is currently funded.**

The Roundtable's annual budget for 2018-19 is **$821,618**. The organization is grant funded and receives membership fees and in-kind contributions by member agencies. Financial statements, budgets and copy of latest audit are enclosed.

6. **Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency?**

No. RTVYI is the only program that offers programs specifically designed for gang-involved youth to reduce gang-related violence in Fort Pierce.

**If you answered Yes, how do your services compliment their offerings? If yes, explain.**

**How are your services different?**

N/A

7. **Project Name (please keep it short):**

Anger Management & Pro-Social Activities

8. **U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)**

☐ **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

**X Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. **Which National Objective(s) shown below does your project/program(s) meet?**

**X** Benefit low to moderate-income persons;

___ Help in the prevention of slums or blight; and/or

___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. **Beneficiaries from National Objective Activities (#8 Above)**

**A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:**

The beneficiaries of this programming are participants in the Restoring the Village Youth Initiative. This program employs street outreach workers that reach out to gang-involved youth and families and link them with needed services and mainstream institutions. The outreach workers' specific goals are to connect with gang-involved youth in Lincoln Park, and recruit and retain them as clients in the *Restoring the Village Youth Initiative* (RTVYI) by providing access to resources, pro-social role modeling and encouragement.

When a youth is referred, a referral team (consisting of the project coordinator and law enforcement partners) reviews background information to make sure the youth meets program criteria and is not currently incarcerated. If the youth qualifies, the next step is for outreach workers to make initial contact to explain the program to the youth and to gauge the youth's interest in participating. If the youth is not ready to join the program, outreach workers continue to build trust, and reach out to the youth on a regular basis. If the youth agrees to participate, he and his parent/guardian (as appropriate) meet with the program coordinator and outreach team.

An assessment is conducted, and the outreach team discusses goals, needs and expectations with the client and parent. The team gathers assessment information using a strength-based assessment tool that identifies a youths' strengths, abilities and interests. During the intake interview the team also explores the needs of the youth's siblings, spouse/girlfriend and/or parents/guardians in order to facilitate service delivery for the whole family unit. Based on this information, an intervention plan is developed, which sets the stage for service provision through the intervention team.

Participants for these projects will be carefully selected among our current clients by outreach supervisor and project coordinator.

B. If the project will provide an **"Area Benefit"**, please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

100% of youth assisted through this proposed program are low to very low income. Income level is determined through data collected in RTVYI's program criteria referral process.

| **Department of Housing and Urban Development (HUD) 2018 Income Limits** | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Number of People Living in Household** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| **Extremely Low Income** | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| **Very Low Income** | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| **Low Income** | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

__ Abused Children
__ Lower Income Senior Citizens
__ Elderly
__ Homeless
__ Lower Income Youth
__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults
__ Severely Disabled Children/Youth
__ Other _____

## 11. Describe the existing problems or needs to be addressed by this program/project.

Though overall crime in Fort Pierce has decreased greatly over the last two years (22% reduction in 2016), Fort Pierce has a significant youth-gang problem that drives much of the violence in the target area, Lincoln Park.

Gang violence disproportionately impacts 23% of the city's population (approximately 9,961 residents) residing in a three-square mile area in the northwest section of the city known as Lincoln Park (U.S. Census Tracts 3802 and 3803). Lincoln Park has a racial and ethnic composition of 91% African American, 9% White, and 6% Hispanic/Latino. Fifty-five percent of families and 75% of children living in Lincoln Park are at or below the federal poverty line. Thirty-three percent of families are single parent homes headed by females, and 95% of these female-headed households are at or below the federal poverty level. 40% of residents age 25 and older never graduated high school. Transportation is a barrier to service delivery and stable employment as 27% of households do not own a vehicle.[2] Substandard housing conditions, overcrowding, blight, and lack of affordable housing also plague this neighborhood.[3] 70% of housing units are renter-occupied and 26% are vacant or abandoned.[4] Lincoln Park also suffers from high rates of death due to homicide, diabetes, and HIV/AIDS. Approximately 24% of births are to mothers age 15-19 and the area suffers from the highest infant death rate in the county.[5]

In 2013, 44% of the city's violent crime occurred in Lincoln Park, including 57% of murders, 18% of forcible sex offenses, 34% of robberies, and 49% of aggravated assaults. There are small pockets, or "hot spots" areas, in Lincoln Park where the violence is even more staggering. In 2013, a third of the city's violent crime occurred in an area of Lincoln Park encompassing ten street blocks.[6] These ten street blocks had a violent crime rate that was 1.9 times higher than Fort Pierce as a whole, 6.2 times higher than St. Lucie County, 5.1 times higher than Florida, and 6.5 times higher than the national average.

In May 2016, FPPD crime analysts reported 550 gang members and associates operating in Fort Pierce. Of these, 328 live within Fort Pierce city limits and their residences are clustered around hot spot areas in Lincoln Park. The majority are male (98%), African American (75%), and between 15-24 years old (63%).

Unlike gangs whose organizations are based upon collective criminal enterprises such as drugs, firearms or prostitution, gangs in Lincoln Park are typically loosely organized groups of youth who associate with one another for protection based upon the neighborhood they are born and grew up in. They often commit crimes together, and some have an initiation process while others do not. The violence between these gangs is often sparked by some type of perceived insult followed by retaliation, and the shootings are often to gain "respect" by promoting widespread fear and terror among rival gangs and residents. The shootings are largely the result of "beefs" between rival gang members living in various pockets of Lincoln Park.

Recognizing the need for a comprehensive, long-term approach to violence in Lincoln Park, the Safe Neighborhoods Network is currently implementing a comprehensive plan to address youth and gang violence using multi-disciplinary partnerships and data-driven prevention, intervention and suppression strategies outlined in the OJJDP's Comprehensive Gang Model. The name of this plan is the *Restoring the Village Youth Initiative (RTVYI).*

The project is implementing a model that is data-driven, evidence based and works to both reduce **risk factors** – characteristics that increase the likelihood of becoming a perpetrator or victim of violence – and increase **protective factors** – characteristics that decrease that same likelihood. The Centers for Disease Control and Prevention report that "youth violence is influenced by the interplay of multiple individual, relationship, community, and societal risk and protective factors that affect youth over the course of their development from early childhood through young adulthood. These factors can interact to increase or reduce the likelihood that youth will become involved in violence."[7]

The model calls for leveraging and integrating existing efforts, enhancing and strengthening programs that are working, and filling gaps with evidence-based strategies and practices. Over the last year, the Roundtable of

[2] U.S. Census Bureau, 2010-2012 American Community Survey.
[3] City of Fort Pierce Amended Consolidated Plan 2011-2015.
[4] U.S. Census Bureau, 2010-2012 American Community Survey.
[5] Florida Department of Health, Bureau of Vital Statistics; Florida Charts Interactive Community Map.
[6] Fort Pierce Police Department Report: 2013 Verified Shooting Incidents in Fort Pierce.
[7] Corinne David-Ferdon and Thomas R. Simon, "Taking Action to Prevent Youth Violence: A Companion Guide to Preventing Youth Violence: Opportunities for Action" (Atlanta, GA: National Center for Injury Prevention and Control, Centers for Disease Control and Prevention, 2014).

St. Lucie County, Safe Neighborhoods and its community mobilization subcommittee, the Lincoln Park Advisory Committee (LPAC), has conducted a community-wide assessment where over 1,200 community residents -- youth, teachers, school administrators, community leaders, youth-serving and other social services agencies were surveyed about the extent of the gang problem in the neighborhood.

## 12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

The Comprehensive Gang Model combines five core components that research shows must be present in any successful plan to address gang violence. The core components include:

- **Community Mobilization**: Involvement of local citizens, including youth, residents and community organizations, in addressing gangs and violence;
- **Opportunities Provision**: The development of a variety of specific education, training, and employment programs targeted at gang-involved youth;
- **Social Intervention**: Youth-serving agencies, schools, grassroots groups, faith-based organizations, police and criminal justice organizations reaching out and acting as links to gang-involved youth. This is primarily accomplished through the deployment of Street Outreach Workers, and the use of a multi-agency, multidisciplinary team of providers, called the Intervention Team, that directs targeted services towards gang members;
- **Suppression**: Formal and informal social control procedures, including close supervision or monitoring of gang youth by law enforcement; and
- **Organizational Change and Development**: Development and implementation of policies and procedures within and across agencies to better address gang problems.

At the core of this model is the mentoring services provided by the community outreach workers to gang-involved youth. The outreach workers' job is to connect with the youth, develop a trusting relationship, and recruit and retain the youth in the program by providing access to resources, prosocial role modeling and encouragement.

Acting as "credible messengers," outreach workers help divert gang-involved youth toward positive alternatives and prevent retaliation through conflict resolution and mediation. They bond with youth in the program, help clients think through potential and imminent conflicts, and provide guidance and techniques for de-escalation. They help mitigate the short and long-term consequences of community violence by increasing protective factors such as the physical availability of parent figures by serving as role model/paternal figures; protection and physical safety through mediation and conflict resolution; and support in working through traumatic events.

They also facilitate moral development and skill-building (a critical component of successful mentoring programs), by discussing the consequences of violent events, promoting altruism and concern for others, and role modeling positive coping skills. In their interaction with RTVYI clients they also emphasize the risks and costs of involvement in violence – incarceration, injury, death, and societal costs – and attempt to modify client norms by conveying the message that gun violence is not the way to resolve personal conflict. **The proposed programming in this application incorporates this in the following ways:**

### AGGRESSION REPLACEMENT TRAINING (ART)

Most of gang-related shootings in Fort Pierce can be traced back to conflicts between individuals from different pockets of the Lincoln Park neighborhood, many times conflicts that with the appropriate skills could have been resolved without weapons and violence. In other words, lack of skills to deal with anger and conflict leads to fights and shootings in the Lincoln Park neighborhood. In order to address this, the Roundtable of St. Lucie County has made increasing social/emotional competencies for youth (such as anger management and conflict resolution) to strengthen their abilities to avoid delinquency and violence a major goal of their prevention efforts.

To address this, the Roundtable of St. Lucie County has partnered with Sequel Care of Florida and the Department of Juvenile Justice to offer youth in our program Aggression Replacement Training (ART) – an evidence-based program methodology that has proven very successful and was developed specifically for youth

involved in the delinquency system. ART features three coordinated and integrated components:

- Social Skills Training that teaches participants what to do, helping them replace antisocial behaviors with positive alternatives;
- Anger Control, which teaches participants what not to do, helping them respond to anger in a nonaggressive manner and rethink anger-provoking situations; and
- Moral Reasoning, which helps raise participants' level of fairness, justice, and concern for the needs and rights of others.

ART sessions are about 90 minutes long and a typical group session includes the following components: **Modeling and practicing a social skill** (e.g. having difficult conversations, dealing with someone else's anger, helping others, keeping out of fights, dealing with peer pressure, expressing affection, etc.). **Anger Control** (e.g. identifying triggers, cues and how to use anger reducers). **Moral Reasoning** (discussion of real-life moral dilemmas and how to deal with them).

In collaboration with Sequel Care of Florida, The Roundtable and Restoring the Village Youth Initiative will engage 10-15 new clients in this program over the spring and summer of 2019.

**SOCIAL ENRICHMENT/TEAM-BUILDING: ROPES COURSE/ZIP LINING & FAMILY FUN CENTER**

To complement the formal skill development in the ART, the second program component focuses on social enrichment and healthy outdoor activities. The goal is to expose youth from the Lincoln Park area to Florida attractions and recreational opportunities, as well as inspire team development, support, trust, leadership and personal goal-setting, and encourage individuals and groups to work together to develop confidence, communication, cooperation and leadership skills. Quality enrichment programming can nurture relationships, feed imaginations and broaden horizons; support educational efforts and foster social and emotional well-being; develop resilience and encourage responsible behaviors. Studies suggest that the benefits may be greatest for students at risk for educational failure or experiencing disruption in their lives due to circumstances such as homelessness or involvement in the juvenile justice system.

This summer the Roundtable proposes to take the youth on two separate trips to expose them to healthy outdoor activities:

A. Zip Lining experience at Treetop Trek at Brevard Zoo in Melbourne, FL. Youth will engage in exhilarating zip lines through the trees and traverse fun new elements including swinging logs and even a high-wire bicycle. While zip lining through the treetop youth will have excellent views of the wild animals in the Zoo.

B. Trip to the Family Fun Center in Stuart, FL. At the Family Fun Center in Stuart RTVYI youth will be able to participate in exciting outdoors activities such as mini-golf, go-karts, batting cages, test and learn golf skills at a driving range and other adventure attractions.

Engaging youth is social/cultural activities to increase trust and build relationships between groups in conflict are powerful and evidence-based tools to "promote social integration and foster tolerance, helping to reduce tension and generate dialogue"[8] among groups in conflict. While these are relatively common outdoor experiences, few, if any RTVYI clients have ever been able to experience any of these. This program will expose them to new activities and act as a motivation to complete the anger management program.

## 13. List the physical addresses where your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

Fort Pierce City Hall, 100 N U.S. Highway 1, Fort Pierce, FL 34950

[8] *Sport as a Tool for Development and Peace: Towards Achieving the United Nations Millennium Development Goals* (2003) Report from the UN Inter-Agency Task Force on Sport for Development and Peace.

14. **List this project's measurable goals and objectives. Date the goals and objectives.**

| Aggression Replacement Training | | | |
|---|---|---|---|
| **Goals and Objectives** | **Measurement[9]** | **Pre-Test** | **Post-Test** |
| Reduced recidivism, self-control, social skills or moral development | ART Community Behavior Report (a list of 23 behaviors rated by a parent, teacher and/or outreach workers) | May 2019 | December 2019 |

15. **How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)**

The ART Community Behavior Report is an instrument developed to measure changes in 23 different behaviors measured by the people that know them the best (parents, teachers, outreach workers). Prior to participation, each youth will be rated using this tool. Because behavioral changes take time to develop and manifest themselves, we will administer a post-test approximately six months after completing the workshop.

16. **Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)**

Activity 1 – Aggression Replacement Training – Changes in behaviors as measured by the ART Behavioral Community Report.
Activity 2 – Treetop Trek Zip Lining Experience - # of unduplicated youth participating in activity.
Activity 3 – Family Fun Center Activity - # of unduplicated youth participating in activity.

17. **Amount of Grant Funds requested in this application: $5,000**

Amount of other funds secured for this program/project: **$7,643**

Amount of other funds earmarked for the program/project: **$7,643**

Total amount needed to complete this program/project: **$12,643**

18. **Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:**

We are constantly researching grant opportunities for our gang intervention program and will continue to identify funding opportunities for this project through other grants or other partners, should the City of Fort Pierce decide not to awards funds to Restoring the Village Youth Initiative.

19. **If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?**

N/A

[9] The instruments (Aggression Questionnaire, How I Think Questionnaire and the SkillStreaming Checklist) are assessments specifically developed for ART and used to establish baseline data before youth begin the ART curriculum and after the program to determine changes in attitudes, skills, and behaviors.

20. **Select every qualifier below that best describes your project.**

- X **Improve or enhance education opportunities**
- X **Improve or enhance job training opportunities**
- X **Improve or enhance employment opportunities**
- Promote cultural diversity
- X **Promote outdoor activities and a healthy lifestyle**
- Spur interest and participation in neighborhood improvement activities
- Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods
- X **Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community**
- Instill and foster community pride
- Promote neighborhood beautification and revitalization
- Promote activities that protect the environment
- X **Discourage adverse activity such as crime, drug use, and vandalism**
- X **Inspire and support the healthy development of youth**

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

The skills and insights that participants will be exposed to through the ART workshop series will enhance the skills necessary to succeed in school and train for and gain employment. The participation in these workshops also promotes new awareness and learning new skills about how to deal with anger and conflicts, which in turn are expected to discourage criminal activity and aspire healthy development in youth.

Additionally, engaging youth in pro-social activities supports healthy youth development, discourage adverse activity such as crime and drugs, as well as promoting outdoors activities and a healthy lifestyle.

Lastly, this project, like all Roundtable programs encourages partnerships between City Hall, residents and other community organizations through the inclusion of and collaboration with many different organizations that result in projects and activities that benefit the community.

22. **Date project to begin:** May 13, 2019

**Date project to be completed**: September 1, 2019

23. **Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.**
N/A

24. **Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?**

As RTVYI is targeted toward a specific group of youth involved in youth violence, the selection of participants will be done using the program criteria explained under point 10.

25. **If this project is sponsored by a church or religious group, participation may <u>not</u> be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?**
N/A

26. Complete a COMPLETE detailed budget below for **<u>THIS</u>** project. List proposed City grant funds and other *<u>committed</u> funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use <u>specific descriptions</u>, <u>not broad categories</u>. Remember, committed funds and/or in-kind services **<u>must equal at least 25% of your grant request</u>**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **<u>will not be counted as commitments.</u>**

    **<u>NOTE: Volunteer Hours may be calculated at $12/hour.</u>**

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

# PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

1. Describe your organization and list your Mission Statement.

   The St. Mark Educational Center is a non-profit community organization seated in the heart of Fort Pierce. Our organization has hosted many community programs with the emphasis on "serving others." Our mission statement is to "ensure a resource center for the people and their neighborhood, where personal, physical, and emotional needs are addressed, thereby equipping them to lead a productive life.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

   Please see addendum page.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

   | Program Year | Amount | Purpose |
   |---|---|---|
   | 2017-18 | N/A | |
   | 2016-17 | N/A | |
   | 2015-16 | N/A | |

   **Please Note:** Organizations/Applicants that have received funding for three consecutive years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

   N/A

5. What is your organization's annual budget? Describe how your organization is currently funded.

   $20,000. The SMEC is currently funded through Alegany Franciscan.

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency?

   Yes. There are several food pantries that are open in the city. Ours will be different because there will be a focus on job placement and career assessment.

   If you answered Yes, how do your services compliment their offerings? If yes, explain.

   How are your services different?

   We have chosen days that other pantries are not opened so that those in need can find food 4-5 days a week.

7. Project Name (please keep it short):

H.O.P.E. - Healthy, Optimistic, Positive, Energized

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)

✓ **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

☐ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

X Benefit low to moderate-income persons;

___ Help in the prevention of slums or blight; and/or

X Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

B. If the project will provide an **"Area Benefit"**, please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

Persons living in the Lincoln Park area of Fort Pierce that is unemployed, disabled, or from a low income neighborhood making minimum wage will be invited to participate in this program. Program will be advertised by word of mouth, flyers will be displayed in grocery stores, laundry mats, daycare centers, parks, and in areas where the homeless reside.

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

**Department of Housing and Urban Development (HUD) 2018 Income Limits**

| Number of People Living in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Extremely Low Income | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| Very Low Income | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| Low Income | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

| | |
|---|---|
| __ Abused Children | __ Illiterate Adults |
| __ Lower Income Senior Citizens | __ Migrant Farm Workers |
| __ Elderly | __ Persons with HIV/AIDS |
| __ Homeless | __ Severely Disabled Adults |
| __ Lower Income Youth | __ Severely Disabled Children/Youth |

__ Other _____

11. Describe the existing problems or needs to be addressed by this program/project.

57% of the residents live below the poverty level. The average median household income is $26,506 compared to the USA median income of $55,322. Many families don't have computers or have the knowledge to operate one in order to complete food stamp applications, job searches, or job applications. St. Mark will furnish trained staff who will assist in these areas.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

St. Mark Educational Center will serve those in need of food and assist clients in applying for assistance. The organization will also provide clients with trained staff who will assist them in applying for jobs which are advertised or required to complete online. Clients will undergo job skills training to prepare them for interviews, what to expect on a job, proper dress and work ethics.

13. List the physical addresses where the your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

St. Mark Educational Center
921 Orange Avenue
Fort Pierce, FL 34950

14. List this project's measurable goals and objectives. Date the goals and objectives.

A. The St. Mark Educational Center will serve an average of 75 clients a week needing food assistance.
B. The St. Mark Educational Center will assist all clients in completing an application who may qualify for the Food Assistance Program.
C. The St. Mark Educational Center will assist 10 persons per month in finding employment.

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

For items 14A & B, sign-in sheets will be utilized, the number of clients served, these numbers will be used for monthly reports.

Item C - applications for employment will be used to document this activity.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

The St. Mark Educational Center will devise a report to determine the number of times clients are having to use the resource center for assistance. Tracking will be done through our database system.

17. Amount of Grant Funds requested in this application: $5,000
Amount of other funds secured for this program/project: $5,000
Amount of other funds earmarked for the program/project: 0
Total amount needed to complete this program/project: $5,000

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

Fundraising efforts are underway to address the needs of the people in our community. Donors will also be sought as well as the continued search for grant funds.

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

Please see #18.

20. Select every qualifier below that best describes your project.
_x_ Improve or enhance education opportunities
_x_ Improve or enhance job training opportunities
_x_ Improve or enhance employment opportunities
_x_ Promote cultural diversity
_x_ Promote outdoor activities and a healthy lifestyle
___ Spur interest and participation in neighborhood improvement activities
___ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods
___ Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community
_x_ Instill and foster community pride
___ Promote neighborhood beautification and revitalization
___ Promote activities that protect the environment
_x_ Discourage adverse activity such as crime, drug use, and vandalism
_x_ Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

A. Improve or enhance education opportunities - clients will gain education through career training.
B. Job training will be provided by a certified counselor along with professionals in the area.
C. Clients will be given assistance in completing job applications, shown where and how to search

for job opportunities.

D. All nationalities of people living in the Lincoln Park and surrounding areas who is in need will be provided assistance. There are no differences when there are needs for food or a job.

E. Partnerships with City Hall will allow us the opportunity to reach more, do more to make our community strong and productive.

F. Everyone feels good when you have food on your table, a roof over their heads, and have a job that provides for your family needs. Pride starts at home and spreads throughout the neighborhood.

22. Date project to begin: March 2019

    Date project to be completed: December 2019

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

    No participant fees are required.

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

    All persons seeking assistance will be provided services.

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

    The project will be advertised by word of mouth, flyers and announcements in churches, stores, etc. and social media.

26. COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    **NOTE: Volunteer Hours may be calculated at $12/hour.**

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

| Program/Project Expense/Description | City Grant | Other Committed Funds and/or $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|
| Food Pantry for the community. | $5,000 | $5,000 | Alegany Franciscan |
| | | | |
| | | | |
| TOTALS | $5,000 | $5,000 | Alegany Franciscan |
| (use more lines/pages as necessary) | | | |

27. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

**Name** Cynthia Matthews
Telephone Number 772-708-5547
Email Address CynthiaMatthews38@gmail.com
Organization Position Executive Director
City of Residence Fort Pierce, FL
Qualifications 20 years experience working with community projects; six years as leader of school programs; Master's in Education & Counseling
Professional Licenses 42
Role in Project
% of Time Dedicated to Project 20%

**Name** Sandra Cain
Telephone Number 772-359-4161
Email Address
Organization Position Supervisor of SNAP Program Applications
City of Residence Fort Pierce, FL
Qualifications Supervisor DCF
Professional Licenses B.A. Degree in Social Work
Role in Project
% of Time Dedicated to Project 100%

**Name** Nancy Spires
Telephone Number 772-519-4039
Email Address nspires207@comcast.net
Organization Position Volunteer
City of Fort Pierce Fort Pierce, FL
Qualifications Retired Educator

Professional Licenses Master's Degree in Educational Leadership
Role in Project
% of Time Dedicated to Project 100%

**Name** Carl Smith
Telephone Number 772-971-7962
Email Address csmith3663@aol.com
Organization Position Volunteer
City of Residence Fort Pierce, FL
Qualifications B.S. Degree; 20 years of experience with community projects
Professional Licenses
Role in Project
% of Time Dedicated to Project 100%

**Name** Breanna Myles
Telephone Number 772-361-2261
Email Address
Organization Position Volunteer - Qualifier Student
City of Residence Port St. Lucie, FL
Qualifications
Professional Licenses
Role in Project Assist clients in completing SNAP application, job search
% of Time Dedicated to Project

**Name** Ezra Coke
Telephone Number 772-206-6738
Email Address
Organization Position Supervisor - Food Pick-ups
City of Residence Fort Pierce, FL
Qualifications
Professional Licenses
Role in Project
% of Time Dedicated to Project 100%

28. Please attach **ALL** of the documents listed below to your application. Please include a written explanation for EACH document not included:

_ Articles of Incorporation and By-Laws
_ State and Federal Tax Exempt determination letter
_ Employee Identification Number
_ List of Board of Directors with contact information
_ Organizational Chart for your Organization
_ Board of Director's authorization to apply for this grant
_ Last three month's bank statements
_ Annual budgets for 2018 and 2019
_ Most recent audit report (if this is not available, provide written explanation)

_ Matching funds and In-Kind Services commitment documentation (Budget, page 16)

_ Three (3) Letters of Support for this project

_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

# ADDENDUM

Question 2:

On April 8, 1994 the St. Mark Educational Center received its State of Florida Incorporation as a non-profit entity. On December 31, 1994 the organization received its 501c3 tax-exempt status, which it holds to this day. After relocating to Orange Avenue, the center began its first operation of a day care center for two years, with 100 students. Due to high operating cost, low tuition fees, and ever-changing state requirements, the day care center was forced to close. From here the center held quarterly scheduled events opened to the public. The events were and are health fairs, back-to-school junctures, business and wellness seminars, outdoor sports and fun activities, plays, festivals, and bazaars. The goals are to have a mixture of diverse groups of experiences for achievements of community success and pride. These events brought out hundreds of participants who range in ages from birth to senior citizens.

The centers growth has lead it to form partnerships with a wide range of community organizations from governmental entities such as the City of Fort Pierce's Urban Redevelopment Department to organizations like the American Red Cross, and a stakeholder akin to Thomas Produce and Agriculture Company. Peppermint Patty's II, the Drop-In program for students who drop-out of school and are pursuing a second chance at receiving a High School degree, a youth offender program through the Department of Corrections and Juvenile Justice, a Senior Citizen's Work Solutions program with AARP, a feeding program for the homeless and disadvantaged, wellness programs that includes diabetic checks and other vital statistic services with collaboration from St. Lucie County Health Department, a food pantry with Treasure Coast Food Bank, a thrift store, and various youth-oriented programs including an annual summer camp.

The center has been granted a $20,000 grant from Alegany Franciscan and plan to start programs in the coming months.

The SMEC would like to expand its food assistance program, which has been closed for the past year due to storm Irma, to include assisting clients in completing the food assistance application, completing job applications, completing career assessments, and helping clients locate jobs.

The SMEC has partnered with the Economic Development Board who will notify the board of local job openings.

# PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

1. Describe your organization and list your Mission Statement.

   See Question 1 attachment

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

   See Question 2 attachment

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

   Program Year Amount Purpose

   2017-18: $4,125 Basketball Camp
   2015-16: $4,000 Basketball Camp

   **Please Note:** Organizations/Applicants that have received funding for three consecutive years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

   Last year, the Sheriff's Office was awarded $4,125 to support a Basketball Summer Camp. This year, the Sheriff's Office is hosting a new summer camp. This is not a continuation of for former project and will include new activities and different participants.

5. What is your organization's annual budget? Describe how your organization is currently funded.

   The Sheriff's Office 2019 budget is $88,060. The Board of County Commission fund the budget annually. All activities, equipment, and programs not funded through the annual budget must be secured through other means, such as grants and community donations. Summer camps and afterschool programs are not included in the Sheriff's annual budget.

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? If you answered Yes, how do your services compliment their offerings? If yes, explain. How are your services different?

   The Police Athletic League & the Boys & Girls Club offer similar sports activities. The PAL center is not nearby or within walking distance of our target audience. The B&G Club does not offer evening sports classes. The Sheriff's camp is offered during the evenings and is located in the target community, making attendance easy. The area has a high crime rate in which unsupervised kids may become involved in criminal activity or be victimized by it. The goal of this camp is to promote healthy exercise combined with educational programs on peer pressure, gang education, bullying, cyber safety, and helping kids make positive life choices. Youth learn sportsmanship, discipline, teamwork, accountability, critical thinking

skills and the camp is a safe environment keeping them off the street and out of danger. In many high crime areas law enforcement's interaction with residents is not always positive. Through the Sheriff's Office summer, camp program kids and families get to interact with deputies in a more positive light.

7. Project Name (please keep it short): Sheriff's Office Summer Camp

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)

   [X] **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

   ☐ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

   ☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

   X Benefit low to moderate-income persons;

   ___ Help in the prevention of slums or blight; and/or

   ___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

    A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

    The intended beneficiaries are at-risk youth residing in the city of Ft. Pierce. Camp activities will take place within the city limits. Swimming camp will be held at the Lincoln Swimming Pool. Softball at the Quincy Park. Basketball at the Dan McCarty Middle School. Football at the Lawnwood and wrestling at Ft. Pierce Central. Outreach promoting the program will include the distribution of posters in the area, handing out flyers at local schools, public service announcements on local public TV and social media posts. To insure safety and provide program data all participants will be required to register for the camp and sign in daily.

    B. If the project will provide an **"Area Benefit",** please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

    The target area is open to youth living within the city limits of Ft. Pierce.

    C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

The camp is open to students residing in the communities surrounding the camp activities.

| Department of Housing and Urban Development (HUD) 2018 Income Limits | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Number of People Living in Household** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| **Extremely Low Income** | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| **Very Low Income** | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| **Low Income** | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

- X Abused Children
- __ Lower Income Senior Citizens
- __ Elderly
- X Homeless
- X Lower Income Youth
- __ Other _____
- __ Illiterate Adults
- __ Migrant Farm Workers
- __ Persons with HIV/AIDS
- __ Severely Disabled Adults
- __ Severely Disabled Children/Youth

11. Describe the existing problems or needs to be addressed by this program/project.

The event is held during the summer when youth have unlimited free time. Parents in low-income households struggle to obtain safe activities for their children during the summer. Camps can be very expensive far exceeding the financial abilities of many households. Unsupervised children can get into trouble or become victims of crime. In many low-income homes food is limited and kids can go all day without anything to eat. In addition, in high-crime areas the relationship between law enforcement and residents is often tense and strained.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

The Sheriff's Office seeks to address these issues by hosting a no cost camp for local kids. The camp will include swimming, softball, basketball, football, and wrestling. The camp will provide a safe supervised environment promoting healthy exercise combined with educational programs and daily healthy meals. The opportunity for kids to experience deputies in a positive manner will aid in building community trust. Parents are also encouraged to visit the camp to observe the activities and meet the deputies.

13. List the physical addresses where the your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

Dan McCarty Middle School, 1201 Mississippi Avenue, Ft. Pierce, FL 34950
Lincolin Park, 1306 Avenue M. Ft. Pierce, FL 34950

Lawnwood Baseball Complex, 1302 Virginia Avenue, FL Pierce
Ft. Pierce Central High School, 4101 South 25the Street, Ft. Pierce

14. List this project's measurable goals and objectives. Date the goals and objectives.
A. Host a summer camp in June - July 2019.
B. Provide healthy exercise (sports) and education sessions.
C. Improve community and law enforcement relations.
D. Provide healthy meals for kids that may be at risk of having no food to eat.

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

All students must complete a registration form in order to participate. Daily sign in sheets will be maintained providing attendance for agency record keeping. Invoices and canceled checks will be provided as proof of payment for funded items. The educational activities will be documented daily and records maintained.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

The program success will be determined by the following: A. The camp will be held between June 17 – July 3, 2019. B. Deputies will provide sports instructions (swimming, basketball, wrestling, softball and football) and education sessions dealing with issues affecting youth today. C. The camp will provide daily nutritious meals. D. Participates will be required to registered and sign in daily.

17. Amount of Grant Funds requested in this application: $4,999.00
Amount of other funds secured for this program/project: $820.00 (In-Kind)
Amount of other funds earmarked for the program/project: $5,888.00 (Sheriff's Payroll)
Total amount needed to complete this program/project: $11,707.00

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

We are continually seeking other sources to assist in the funding of this project. If this grant request is not fully funded we may be forced to significantly reduce the activities offered and decrease the number of youth served.

The Sheriff's Office is fully committed to provide positive life experiences for the residents of our communities during the summertime. Building community trust begins at an early age and the summer camp is a great opportunity. When young people have an opportunity to meet law enforcement deputies during the camp sessions it seeks to develop relationships and builds trust and respect.

19. If this is a multi-year project, how will you continue to implement this project if City grant

funds are not available in future years?

The School Resource Unit seeks funding annually to provide programing for at-risk youth. Donations from individuals and organizations are continually solicited to support youth programing sponsoring by the Sheriff's Office.

20. Select every qualifier below that best describes your project.

**X** Improve or enhance education opportunities

__ Improve or enhance job training opportunities

__ Improve or enhance employment opportunities

**X** Promote cultural diversity

**X** Promote outdoor activities and a healthy lifestyle

__ Spur interest and participation in neighborhood improvement activities

__ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

**X** Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

**X** Instill and foster community pride

__ Promote neighborhood beautification and revitalization

__ Promote activities that protect the environment

**X** Discourage adverse activity such as crime, drug use, and vandalism

**X** Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

See Question 21 attachment

22. Date project to begin: June 17, 2019

Date project to be completed: July 3, 2019

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

There is no tuition cost for the participates or their families

24. Applicants must demonstrate that the selection of participants is an objective process and

Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

There is no selection process for participants. However, all kids are required to have parental permission to attend. This approval will be documented by a completed registration and consent form. This project does not discriminate due to race, gender, nationality, ethnicity, religion, creed, or disability.

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

    This is not a religiously sponsored program.

26. Complete a COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    **NOTE: Volunteer Hours may be calculated at $12/hour.**

    - **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

| Program/Project Expense/Description | City Grant | Other Committed Funds and/or $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|
| Summer Camp Employee Pay based by $25 hour | $0 | $5,500.00 | St. Lucie County Sheriff *(see support letter)* |
| Dan McCarty School Gym $41 per hour x 20 hrs. | $0 | $820.00 | Dan McCarty Middle School *(see in-kind Facility use form)* |
| A1A Sportswear Camp T-Shirts Printing $2.50 x 155 | $0 | $388.00 | St. Lucie County Sheriff *(see support letter)* |
| A1A Sportswear Camp T-Shirts Printing $2.50 x 125 | $312.50 | | |
| Mission BBQ Meals: $300 per day x 5 days (Softball & Basketball) | $1,500.00 | | |
| Epics Sports Micro Jerseys $2.99 x 50 | $149.50 | | |
| Epics Sports Football Jerseys $6.99 x 50 | $349.50 | | |
| Epics Sports Baseball Jersey $2.99 x 50 | $149.50 | | |
| Epics Sports Male Lifeguard Shorts Swimwear $14.59 x 4 | $58.36 | | |
| Epics Sports Basketball Jerseys $9.19 x 5 | $45.95 | | |
| Epics Sports Basketball Jerseys $7.99 x 45 | $359.55 | | |
| Epics Sports T-Shirts $3.39 x 40 | $135.60 | | |
| Epics Sports Basketballs $6.09 x 50 | $304.50 | | |
| Epics Sports Softballs $39.39 x 2 | $78.78 | | |
| Epics Sports Dive Rings $6.59 x 4 | $26.36 | | |
| Epics Sports Baseball Gloves $25.19 x 20 | $503.80 | | |
| Epics Sports Baseball Tees $14.69 x 2 | $29.38 | | |
| Epics Sports Batting Helmets $14.49 x 10 | $144.90 | | |
| | | | |

| | | | |
|---|---|---|---|
| Epics Sports Tennis Balls $12.39 x 2 | $24.78 | | |
| Epics Sports Marker Sauce Disc $6.79 x 2 | $13.58 | | |
| Epics Sports Mesh Ball Bag $2.39 x 4 | $9.56 | | |
| Epics Sports Speed Agility Kit $93.09 x 1 | $93.09 | | |
| Epics Sports Flag Football belts $3.49 x 24 | $83.76 | | |
| Epics Sports Footballs $6.09 x 50 | $304.50 | | |
| Epics Sports Swim Hats $2.99 x 45 | $134.55 | | |
| Epics Sports Female Lifeguard Shorts $13.59 x 2 | $27.18 | | |
| Shipping Fee | $159.60 | | |
| *Funding request rounded to the nearest dollar* | | | |
| **TOTALS** | **$4,999.00** | **$6,708.00** | |

| |
|---|
| **TOTAL PROGRAM BUDGET $11,707.00** |

27. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

See Question 27 attachment

Name
Telephone Number
Email Address
Organization Position
City of Residence
Qualifications
Professional Licenses
Role in Project
% of Time Dedicated to Project

28. Please attach **ALL** of the documents listed below to your application. Please include a written explanation for EACH document not included:

_ Articles of Incorporation and By-Laws

_ State and Federal Tax Exempt determination letter

_ Employee Identification Number

_ List of Board of Directors with contact information *(Command Staff)*

_ Organizational Chart for your Organization

_ Board of Director's authorization to apply for this grant *(January 15, 2019 Minutes)*

_ Last three month's bank statements

_ Annual budgets for 2018 and 2019

_ Most recent audit report (if this is not available, provide written explanation)

_ Matching funds and In-Kind Services commitment documentation (Budget, page 16)

_ Three (3) Letters of Support for this project

_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

# PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

1. Describe your organization and list your Mission Statement.

   Treasure Coast Elite, Inc. is committed to excellence in athletics while supporting the educational mission of our students. The goal of the Treasure Coast Elite, Inc. is to develop and promote the ideals of responsibility, hard work, sportsmanship, teamwork and fellowship within a safe and positive environment. The individual growth of our community's children is enhanced through the spirit of competition, discipline and fair play. Our goals are accomplished by providing a structured program designed to educate participants in all aspects of the football. Treasure Coast Elite, Inc is committed to providing youth programs that maintain the highest standards. Football may not be the end goal for all participants; however, it is an effective tool to gain trust, attention, and respect of the participants.

   Treasure Coast Elite, Inc. is a 7-on-7 football, and enrichment program which includes mentoring, college camps, and college visitation. The concept for 7-on-7 football is as an off-season workout program for high school players to promote and improve the quality of quarterbacks, receivers, secondary players and linebackers. The 7-on-7 format is popular among high school football teams as a method to keep players in shape during the summer months. For Treasure Coast Elite, Inc. football is one area of focus, additionally and more importantly, we provide an opportunity to introduce low income, under served, and under recruited players college exposure. In 2018, Treasure Coast Elite, Inc. began sponsoring the Mega Tour (a college introduction experience). In 7-on7 football Treasure Coast Elite, Inc. serves 24 players annually, we want to offer the Mega Tour to all our participants, the support. In 2018, 12 young men were apart of the TC Elite Mega Tour. Treasure Coast Elite, Inc. wants to offer the tour to as many participants as possible. Treasure Coast Elite, Inc. has a goal to sponsor and support up to 45 students on the Mega Tour through incremental growth. For summer 2019, the program is looking to grow to no less than 24 participants. During the summer of 2018, Treasure Coast Elite, Inc. visited 10 colleges in 8 days offering participants opportunities to engage first hands with institutions for higher learning.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

   Treasure Coast Elite, Inc. began in 2009 when Jabari Williams had the epiphany to serve young men in the Fort Pierce community in a greater way. Treasure Coast Elite started as a 7v7 football team in Fort Pierce. The team was eventually expanded to serve the entire Treasure Coast and include a college experience for athletes to learn about the college admission process and showcase their talents to collegiate coaches. Jabari's desire was to offer young men the resources and opportunity to do something positive with their time and talents. "I do not believe that society should expect any more from our children than we are willing to invest into them" – Jabari Williams. As a coach for 10 years, Jabari has passionately motivated and pushed athletes to be their best and excel not only in athletics but in life as well. This allowed him to celebrate success on the field, but also witness very talented players miss the opportunity to engage in sports on a higher level, based on geographic location, lack of opportunity and lack of exposure. Football is a tool that Jabari utilizes to get the players' attention to coach and instill the ideals of ethics, hard work, and

determination both on and off the field. Beyond the expansion of the college experience tour, Treasure Coast Elite, Inc. is working with professional, gainfully employed family men, in the community to become mentors and life coaches for the students. As an organization, we believe it is important to be strategic in the implementation of the mentoring and positive role models. The mentoring program is a safe outlet for our participants to share their challenges, desires for the future and have an objective person to provide guidance that will benefit them. Thus, the program is an impactful experience for both participants.

All funds Treasure Coast Elite, Inc. expects to receive from the 2018-2019 Public Service Grant are to support the Mega Tour.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

Program Year Amount Purpose

2017-18-**(N/A)**

2016-17-**(N/A)**

2015-16-**(N/A)**

**Please Note:** Organizations/Applicants that have received funding for three consecutive years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

Treasure Coast Elite, Inc. has not requested funding from the City of Fort Pierce previously.

5. What is your organization's annual budget? Describe how your organization is currently funded.

The annual budget for Treasure Coast Elite, Inc. (TC Elite) is $**24,500**

The annual budget has expanded with the addition of the Mega Tour. Currently TC Elite receives funding from membership dues, special events, un-restricted cash contributions and grants.

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency?

There is no other agency in Fort Pierce providing the same services as TC Elite. TC Elite was designed to afford individuals with the greatest need, with options for advancement. TC Elite provides a platform to not only develop athletic skills, but to assist underserved young men to improve their social skill, be exposed to higher education possibilities, and engage in positive activities. Young men immersed in this program have the opportunity to attend college campus tours, audit college classes, and directly interact with athletic coaches and recruiters.

7 Project Name (please keep it short):

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)

   ☐ **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

   ☒ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

   ☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

   _X_ Benefit low to moderate-income persons;

   ____ Help in the prevention of slums or blight; and/or

   ____ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

    A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

The persons who will benefit from this program will be underserved, at-risk males from the Fort Pierce area who are considered to be at or below the federal poverty guidelines (ALICE). According to the 2013-2017 St. Lucie Community Healthcare Report, there is a need to improve academic outcomes and reduce violent crime within in the county, especially the Fort Pierce area. TC Elite's program serves a two-fold purpose. 1) Engaging youth in positive programs such as athletics and mentoring increase discipline and improve academic outcomes (Mentoring.org, 2013); and, 2) Keeping children and youth engaged in afterschool activities to reduce violence and crime. Thus, our program will have a positive impact in the lives of youth who reside within the Fort Pierce community. These youth will be exposed to the college campuses in which they will learn the path to college and career readiness by visiting college campuses and engaging in dialogue with college recruiters, athletic coaches, guidance counselors and be able to compete at a high level via the game of football. This program aims to produce a true student-athlete and a productive citizen of our city and society. The participants of this program are identified through self-referral by the family, outreach in the community via social media and collaboration with faith-based networks. TC Elite will collaborate with local high school coaches and administrators for students who show promise in the game but who seem to lack the social skills and character needed to be college ready. The participants will have the opportunity to learn the vast history of each college, learn about college majors, high needs career paths and receive artifacts from each college to help with school tips such as note taking and time management. The application process will include income verification, so families being the poverty threshold are being served.

B. If the project will provide an **"Area Benefit"**, please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

Of the 45 student athletes TC Elite will serve summer 2019 80-85% of those students are projected to be from Low to Moderate Income. Parents and caregivers are asked to verify income as a part of the application process.

**Department of Housing and Urban Development (HUD) 2018 Income Limits**

| Number of People Living in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Extremely Low Income | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| Very Low Income | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| Low Income | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

__ Abused Children
__ Lower Income Senior Citizens
__ Elderly
__ Homeless
_X_ Lower Income Youth
__ Other _____

__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults
__ Severely Disabled Children/Youth

11. Describe the existing problems or needs to be addressed by this program/project.

The community in which we reside, has always been a community for those that struggle to get by day to day. Many families are entrenched in widespread poverty, violence, crime and unemployment that sucks the life out of the community. We aim to curb that, due to the fact that more than 60% of the crimes committed in our area, are within the target area of 12-19 and usually committed by males more than 70% of the time. We want to be able to channel that same energy towards a more positive avenue to create a better outcome. We strive to create a better well-rounded person, that views the community as a loving and caring place that we all can be proud to call home. Treasure Coast Elite College Tour will expose youth to a better opportunity of how to further their education in addition to being engaged activities that will ensure better outcomes for their future. The participants will have a life changing experience and we predict that this tour will motivate them to be more and do more to create a community that we all can call home.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

    The objective of the TC Elite Mega (College) Tour is to place higher education and the attainment of a college degree within the reach of participants. The experience will expose youth to the world of college education as well as life as a student-athlete – with the priority of being a student first. The participants will engage in the history of the colleges (7) and will be provided a seminar about the college entrance requirements of incoming freshman and college expectations. The participants will also be allowed to visit campus residence halls, eat at cafeterias, and see college amenities firsthand. The participants will also have a private tour provided by the colleges where they can dialogue with other students and faculty on college life. The participants will also be able to engage in the football aspects of the college tour in which they will be able to visit the athletic facilities and fields as well as engage in the football camps in hopes that they can highlight their talent and earn a football scholarship to those respective schools. All activities will be under the supervision of mentor leaders and other approved adults. The experience has been designed to create a memorable experience and to motivate the participants to course correct any negative behaviors, in an effort to positon himself for college readiness. Forbes states, "Individuals with a bachelor's degree earn $400 more per week than individuals who do not hold a degree."" These young men need mentors to become effective husbands, fathers and employees. If we are able to continue to encourage youth to be responsible citizens within our community, then we are changing not only a way of life but a better tomorrow for everyone, mentors make the difference. Two findings from a new national study reveal the power of mentors, particularly those in the teaching profession: For all teen students, having an adult mentor meant a 50 percent greater likelihood of attending college, for disadvantaged students, mentorship by a teacher nearly doubled the odds of attending college.

13. List the physical addresses where the your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

    **The address on file for 501 ( c ) (3) is 601 NW Rainbow Street, Port St. Lucie, FL 34983. The program serves Ft. Pierce youth, we practice where ever we can, for free, and practice fields in Ft. Pierce have rental expenses for use, where other locations in the county do not.**

14. List this project's measurable goals and objectives. Date the goals and objectives.

    75% of participants will increase their knowledge of college entrance requirements

    75% of parents and caregivers will develop 2 personal strategies to support participants with college entrance (i.e. tutoring, on-line classes, credit recovery opportunities, financial aid seminars)

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

    Each participant will be provided with a diagnostic questionnaire that will ask specific questions about the tour and what the benefit of the tour was to them.

Participants will be provided a Pre/Post Test to test their knowledge of college entrance, the pretest will be administered in April, the post test at the conclusion of the tour.

Volunteers will conduct personal interviews with parents to collect data on college entrance strategies

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

    Number of unduplicated low/moderate income families 24

17. Amount of Grant Funds requested in this application: **$4,453.00**
    Amount of other funds secured for this program/project: **$11,813.00**
    Amount of other funds earmarked for the program/project: **$**
    Total amount needed to complete this program/project: **$16,267.00**

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

    If this grant is not funded by the City of Fort Pierce, the Mega Tour would continue. TC Elite would limit our impact on the community by serving just those students whose parents could subsidize the tour. Participants, parents and caregivers would have to pay the balance of expenses not covered by grants, and other fundraising activities. Based on summer 2018 costs to potential participants would be $600.00 to cover the cost of the college tour program. If TC Elite is not able to secure the additional funding, we could not meet our growth plan of 24 participants in 2019. I addition TC Elite must remove some of the college locations the funds needed to replicate the event would be too great. TC Elite has every intention to continue our solicitation efforts to make this program and experience a success for the college tour participants. The request for $5,000.00 would support lodging, food and travel expenses for college bound young men from Fort Pierce.

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

    TC Elite will grow the Mega Tour to achieve our goal of serving 45 young men annually, 2018 was the inauguration for this event. In 2019, we are growing and have more interests. TC Elite is working with current board members to make a financial commitment to the young men, and to grow the board to increase awareness and giving. TC Elite is moving towards corporate sponsorships in the future for support. TC Elite will move to diversified funding streams to support its growth. TC Elite will incorporate a participation fee for the families on a sliding scale and ask students to participate in fundraising to offset some of the expenses.

20. Select every qualifier below that best describes your project.
    **X** Improve or enhance education opportunities

__ Improve or enhance job training opportunities

Improve or enhance employment opportunities

**X** Promote cultural diversity

**X** Promote outdoor activities and a healthy lifestyle

__ Spur interest and participation in neighborhood improvement activities

__ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

__ Instill and foster community pride

__ Promote neighborhood beautification and revitalization

__ Promote activities that protect the environment

_ Discourage adverse activity such as crime, drug use, and vandalism

_Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

Improve or enhance education opportunities

The ability to be a part of a college tour program such as this will enhance the participants chance to be able to be exposed to the possibility of college life and promote intrinsic motivation to see education as a way to a path of success.

Promote cultural diversity

The students that will attend this tour, will be from all walks of life including different ethnic groups, schools, and counties and from different socio-economic groups as well. This will teach the participants to learn the cultures and customs of their peers when traveling within a bus from city to city and schools. The students will also have to be able to collaborate in effort in which they will be required to be housed in the same rooms and have motivational conversations to help with the which they will need in school as well as within our community which will over flow into the work place.

Promote outdoor activities and a healthy lifestyle

The 7-on-7 format is popular among high school football teams as a method to keep players in shape during the summer months. The game emphasizes passing using a 40-yard field and a one-hand touch for a tackle. All players, except the center, are eligible receivers. The games are 20 to 25 minutes long. Uniforms consist of shorts and T-shirts with no pads. The combination of practices and tournaments participants will spend ample outside engaging in physical fitness and creating a healthy lifestyle.

Date project to begin: **May 2019**

Date project to be completed: **August 2019**

22. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

23. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

    The TC Elite College Tour program is open to all youth that are enrolled in the high school educational institutions and will not discriminate against any participants. All participants are welcome the City of Ft. Pierce grant will help TC Elite make the tour possible for families who reside within the city limits of Fort Pierce who may otherwise not participate. We will make sure that we advertise this information on all of our social outlets as well as document the diversity of the participants on the college tour whom are a part of our program through parent information sheets that will be logged in as a excel worksheet to verify our efforts.

24. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

    TC Elite will collaborate with the local high school coaches to share the information. Notices will go be posted on social media flyers, and word of mouth. TC Elite's goal is to share the information with as many families possible. Our efforts are to ensure that everyone is given an opportunity to be part of the college tour with participation requirements as well. We will also place flyers within the school locations as well as local businesses and after-school programs to ensure that we are reaching the community and providing a vast opportunity for youth within the community to take part in this life-changing experience.

25. Complete a COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    **NOTE: Volunteer Hours may be calculated at $12/hour.**

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

| Program/Project Expense/Description | City Grant | Other Committed Funds and/or $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|
| Staff:<br>Executive Director<br>Director of Athletics<br>Educational Director<br>@ 8 Days x 8hrs x 3ppl X $12 = 2,304 | | **$2,304** | Treasure Coast Elite |
| Football Camps<br>Samford Univ. / Chris Hatchford @ ($60 x 24 =$1,440)<br>Champions Elite Camp @ ($70 x 24 = $1,680)<br>Kennesaw State ($60 x 24 =$1,440)<br>Total=$4,560 | **$2,280** | **$2,280** | Treasure Coast Elite |
| Hotels<br>Sleep Inn Athens @ (2nights x 98.96 x 6 =$1,182.52)<br>La Quinta @ (106.20 x 6 = 637.2)<br>Comfort Inn @ (2 nights 142.49 x 6 = $1,709.88) | **0** | **$3,530** | Treasure Coast Elite |
| Hotel (est. attached)<br>Hyatt Place @ (2nights @ 362.17 x 6 rooms =$2,173.02) | **$2,173** | **0** | |
| Van Rentals Transportation & Gas | | **$2,200** | Treasure Coast Elite |
| Participant Meals | | **$1,500** | Treasure Coast Elite |
| TOTALS | **$4,453** | **$11,814** | |
| (use more lines/pages as necessary) | | | |

26. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

| | |
|---|---|
| Name | Jabari Williams |
| Telephone Number | 772-519-0308 |
| Email Address | jabari.williams74@gmail.com |
| Organization Position | Executive Director (or CEO pick one) |
| City of Residence | Port St. Lucie |
| Qualifications | 10 years coaching H.S. Athletes |
| Professional Licenses | Certified Correctional Probation Ofc. |
| Role in Project | Coach/Mentor |

| | |
|---|---|
| % of Time Dedicated to Project | 100% |
| Name | Antoine Barber |
| Telephone Number | 772-203-4470 |
| Email Address | Roscoe0832@aol.com |
| Organization Position | Director of Athletics |
| City of Residence | Fort Pierce |
| Qualifications | Experienced athlete and coach |
| Professional Licenses | |
| Role in Project | Director of Athletics |
| % of Time Dedicated to Project | 75% |

| | |
|---|---|
| Name | James Monds Jr. |
| Telephone Number | 954-817-5409 |
| Email Address | james.monds@gmail.com |
| Organization Position | Educational Director |
| City of Residence | Port St. Lucie |
| Qualifications | 7 years |
| Professional Licenses | |
| Role in Project | Educational Director |
| % of Time Dedicated to Project | 50% |

27. Please attach **ALL** of the documents listed below to your application. Please include a written explanation for EACH document not included:

_ Articles of Incorporation and By-Laws

_ State and Federal Tax Exempt determination letter

_ Employee Identification Number

_ List of Board of Directors with contact information

_ Organizational Chart for your Organization

_ Board of Director's authorization to apply for this grant

_ Last three month's bank statements

_ Annual budgets for 2018 and 2019

_ Most recent audit report (if this is not available, provide written explanation)

_ Matching funds and In-Kind Services commitment documentation (Budget, page 16)

_ Three (3) Letters of Support for this project

_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

Date and Time Stamp
Received
FEB 07 2019
Grants Administration
(Do Not Write In This Box)

**Grant Amount Requested: $5,000**

## 2018-2019 PUBLIC SERVICE GRANT APPLICATION

Organization Legal Name: Treasure Coast Food Bank

Mailing Address: 401 Angle Rd., Fort Pierce, FL 34947

Physical Address: 401 Angle Rd., Fort Pierce, FL 34947

**Contact Person**: Homer Gutierrez Title: Senior Director of Program Service

BEST CONTACT Phone Number: 772.489.3034 Email Address: hgutierrez@tcfoodbank.org

Website Address: www.stophunger.org

**LEGAL STATUS OF ORGANIZATION:**

( X ) Incorporated, Not-for-Profit - Month and Year of incorporation/creation: January, 1990

☐ **INCLUDE COPY OF CURRENT 501(c)(3) DOCUMENTATION FROM INTERNAL REVENUE SERVICE.**

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**Person Authorized to Sign on Behalf of this Organization. Signature Must Be Notarized.**

Krista Garofalo Today's Date: 2-4-2019

**Signature**

Print Name: Krista Garofalo Title: Chief Strategy & Advocacy Officer

Telephone Number: 772.489.3034 Email: kgarofalo@tcfoodbank.org

==========

**NOTARY** STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Krista Garofalo, who is personally known to me or produced _____, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 7th day of February, 2019.

NOTARY PUBLIC _____

My Commission Expires: 2/17/22

ERIN COX
Commission # GG 184450
Expires February 17, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

trained support staff, our capacity to prepare high-quality meals for children and teens has been upgraded. Typically, these meals include fresh-made sandwiches and wraps, hand-made salads, and fresh cut fruits and vegetables—and all the meals are now made daily. Further, we continue to increase the number of food sources for Summer Feeding meals with the result being a wider range of foods at a more competitive rate for Treasure Coast Food Bank.

5. What is your organization's annual budget? Describe how your organization is currently funded.

   The organization's annual budget is $4,483,862.

   Ninety-seven percent of all resources received by TCFB are allocated to program services.

   We receive funding from a diverse pool of resources, with revenue sources including private individuals, foundations, corporations, program income, United Way, Children's Services Council, and government (federal, state, county and municipal).

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency?

   If you answered Yes, how do your services compliment their offerings? If yes, explain.

   How are your services different?

   Treasure Coast Food Bank is the only Food Bank in Fort Piece (and along the Treasure Coast and in Okeechobee County). There are no other organizations with the capacity to safely procure, store, and share millions of nutritious meals (especially those that include fresh produce) with low-income children, families and seniors in Fort Pierce (and beyond).

   There may be other organizations in the community, including St. Lucie County, that provide outreach services similar to those offered by Treasure Coast Food Bank's Your Plate and Whole Child Connection programs but we are unique in our commitment to offering tri-lingual staff who can directly enroll/refer clients to public and private programs that increase individual and families' household resources.

   With that said, we collaborate with approximately 300 pantries, soup kitchens, homeless shelters, senior housing, youth development organizations, low-income day-care centers, libraries, and other community partners to distribute more than ten million pounds of healthy food each year. It should also be noted that Treasure Coast Food Bank also provides individuals and families with non-food essentials, including diapers, pet food, and school supplies.

7. Project Name (please keep it short): Treasure Coast Food Bank's Summer Feeding Program

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)
   - □ **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)
   - □ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

X **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

   X Benefit low to moderate-income persons;

   ___ Help in the prevention of slums or blight; and/or

   ___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

   A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

The intended beneficiaries of the project are low-income children and teens (through age 18) in the City of Ft. Pierce. However, by federal law and this is standard among federal nutrition programs, we cannot ask for identification or proof of income. Thus, the need for Summer Food services is self-declared but it has long been our experience that if someone cannot afford a meal they will not travel to a Summer Feeding site to obtain one. Therefore, we are confident that virtually all meals are served to low-income youth.

Adults accompanying a child(ren) to the Summer Feeding site can receive food assistance from Treasure Coast Food Bank but this food is not funded through this program or through the overall program budget.

Treasure Coast Food Bank will generate broad community awareness about the 2019 Summer Feeding Program through various channels, including: social media posts and targeted ads, flyers, traditional media (radio, newspapers, local television), our web site (www.stophunger.org), and through word-of-mouth marketing. Please note that some outreach materials will be made available in Spanish.

We also communicate directly to those who wish to become Summer Feeding Program sites. To ensure that those who are requesting Summer Feeding Program services are capable of handling the resources and ensuring the safe storage and delivery of the food, we need to monitor the sites. The person who monitors these sites needs to be a trained employee (in this case Treasure Coast Food Bank's Elisha Alexander), this will ensure they can educate others and will hold those agencies accountable.

   B. If the project will provide an **"Area Benefit",** please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

N/A

   C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

N/A

**Department of Housing and Urban Development (HUD) 2018 Income Limits**

| Number of People Living in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| **Extremely Low Income** | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| **Very Low Income** | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| **Low Income** | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

__ Abused Children
__ Lower Income Senior Citizens
__ Elderly
__ Homeless
X Lower Income Youth
__ Other _____

__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults
__ Severely Disabled Children/Youth

11. Describe the existing problems or needs to be addressed by this program/project.

According to the most recent data from the Florida Department of Education, there are a number of City of Fort Pierce public schools where a majority (50%+) of students qualify for the free and reduced lunch program at school. Through the 2019 Summer Feeding program, Treasure Coast Food Bank will serve youth from most if not all these schools this summer:

- Chester A. Moore Elementary (100% of students qualify for free/reduced lunch)
- Dale Cassens School (100% of students qualify for free/reduced lunch)
- Dan McCarty Middle School (100% of students qualify for free/reduced lunch)
- F.K. Sweet Elementary School (73% of students qualify for free/reduced lunch)
- Fairlawn Elementary School (57.3% of students qualify for free/reduced lunch)
- Forest Grove Middle School (100% of students qualify for free/reduced lunch)
- Ft. Pierce Central High School (58.7% of students qualify for free/reduced lunch)
- Ft. Pierce Westwood High School (89.5% of students qualify for free/reduced lunch)
- Lakewood Park Elementary School (100% of students qualify for free/reduced lunch)
- Lawnwood Elementary School (100% of students qualify for free/reduced lunch)
- Samuel Gaines Academy (100% of students qualify for free/reduced lunch)
- St. Lucie Elementary School (100% of students qualify for free/reduced lunch)
- Weatherbee Elementary School (100% of students qualify for free/reduced lunch)
- White City Elementary School (100% of students qualify for free/reduced lunch)

As we know, many of these children, at no fault of their own, will not have access to affordable and nutritious food during the summer when schools (and their breakfast and lunch programs) are closed.

What are the consequences of children missing nutritious meals during the summer?

When children are hungry during the summer, it can affect their health and contribute to measurable learning loss. Researchers at Georgetown University and the University of Virginia found that children who experience food insecurity in their early childhood are more likely to begin kindergarten less prepared than children from food-secure households.

Food insecure children are also more likely to have poorer health, a ten-year study conducted by Canadian researchers found. Many children and teens will literally go hungry while others can gain weight because they have little or no access to nutritious meals. According to a research brief from the National Learning Association, children gain weight two to three times faster during the summer vacation than they do during the school year—and Latinx and Black children are especially prone to obesity.

And finally, summer hunger can also cause significant stress on low-income families as their already tight budgets are strained even more in order to purchase missing meals that had been provided during the school year.

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

Project activities: The Summer Feeding Program, coordinated by Treasure Coast Food Bank, provides nutritious snacks and meals to children 18 and younger in the City of Fort Pierce (and throughout the Treasure Coast and Okeechobee County). Summer Feeding Program sites are located in low-income neighborhoods where the number of SNAP recipients is very high (according to data provided by United States Department of Agriculture). *Please note that funds for any grant awarded from the City of Fort Pierce will be used exclusively for Summer Feeding programming within the City of Fort Pierce.*

All snacks and meals meet all of the USDA nutritional requirements, and therefore snacks and meals are healthy, balanced, and appealing to the children. Treasure Coast Food Bank's Summer Feeding Program staff is fully responsible for safely preparing and delivering each and every one of the snacks and meals.

In addition to serving snacks and meals, Summer Feeding sites coordinate a variety of enrichment and recreational activities, including music, sports, tutoring, and structured activities for healthy socializing.

How will the proposed activities meet the need? According to a 2015 report from Deloitte Consulting ("Summer Nutrition Program Social Impact Analysis"), "National summer nutrition programs increase food security and have a lasting impact on children's lives. In the short-term, the programs can help mitigate summer weight gain, cognitive decline and summer learning loss for children from low-income families. In the long term, they may help increase high school graduation rates and reduce susceptibility to chronic diseases, which are otherwise each accompanied by large potential costs to the children and their communities."

13. List the physical addresses where the your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

Please note that more sites will be added as we approach the formal launch of the Summer Feeding program in May 2019:

Your Plate Health & Wellness Center
1203 Orange Avenue
Fort Pierce, FL 34950

14. List this project's measurable goals and objectives. Date the goals and objectives.

By August 9, 2019, Treasure Coast Food Bank will increase the number of meals it distributes to youth accessing City of Fort Pierce Summer Feeding Program sites by ten percent compared to the number of meals distributed to youth accessing City of Fort Pierce Summer Feeding Sites in Summer 2018.

By August 9, 2019, Treasure Coast Food Bank will increase the number of City of Ft. Pierce youth served through its Summer Feeding Program by 12% compared to the number of City of Ft. Pierce youth served in Summer 2018.

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

Treasure Coast Food Bank receives daily, weekly, and monthly meal count reports for each of the Summer Feeding sites serving snacks, breakfasts, and/or lunches through the Summer Feeding Program it coordinates.

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

    Outcomes will be the exact number of meals Treasure Coast Food Bank distributes to City of Fort Pierce Summer Feeding Program sites as well as the number of City of Ft. Pierce youth served during May 28-August 9, 2019.

17. Amount of Grant Funds requested in this application: $5,000
    Amount of other funds secured for this program/project: $331,464
    Amount of other funds earmarked for the program/project: $117,597
    Total amount needed to complete this program/project: $454,061

Please note that though we are reimbursed partially for meals through the USDA's Summer Food Service Program, this does cover all the expenses for each meal. Nor does it fully cover other expenses such as gas, monitoring, administration, etc. As these figures indicate, the Summer Food Service Program provides 73% of the project's funding and thus we may raise funds to account for the remaining 27%.

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

    In the event this funding request is only partially funded or not funded at all, we will most likely have to adjust downwards the number of snacks, breakfasts, and meals served this summer in Fort Pierce this summer.

19. If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

Treasure Coast Food Bank's Summer Feeding Program is an annual project. If City grant funds are not available in future years, we will have to adjust the nature of our outreach efforts in recruiting Summer Feeding sites within the City of Fort Pierce. More specifically, we may not be as aggressive in recruiting additional sites that may want to participate in the program.

20. Select every qualifier below that best describes your project.

X Improve or enhance education opportunities

__ Improve or enhance job training opportunities

__ Improve or enhance employment opportunities

__ Promote cultural diversity

X Promote outdoor activities and a healthy lifestyle

__ Spur interest and participation in neighborhood improvement activities

__ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

__ Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

__ Instill and foster community pride

__ Promote neighborhood beautification and revitalization

__ Promote activities that protect the environment

X Discourage adverse activity such as crime, drug use, and vandalism

X Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

Improve or enhance education opportunities: As noted by the Children's Hunger Alliance, summer meals, when offered in tandem with summer enrichment programming, "can enhance children's development and reduce summer learning loss." Research finds that low-income children and teens, the beneficiaries of Treasure Coast Food Bank's Summer Feeding program, statistically lose approximately two months of math and literacy knowledge over the summer months.

Promote outdoor activities and a healthy lifestyle: By providing tasty and nutritious snacks and meals, the Summer Feeding Program plays a role in the development of low-income children and teens. And since many Summer Feeding Program sites also offer recreational activities, the combination of exercise and nutritious food helps prevent children from gaining weight during the summer months.

Discourage adverse activity such as crime, drug use, and vandalism: Because children and teens are drawn to sites coordinating the Summer Feeding Program (and recreational and enrichment activities also offered there), they are less likely to spend time engaging in negative behaviors on the streets.

Inspire and support the healthy development of youth: Health is considered holistically here, as not only are children's bodies being nourished with good, wholesome food through the Summer Feeding Program but they are staying healthy mentally as healthy bodies helps reduce the likelihood of Summer Learning Loss and makes sure they are better able to learn when they go back to school in the fall.

22. Date project to begin: May 28, 2019

    Date project to be completed: August 9, 2019

*Please note: the Summer Feeding program will not operate on July 4, 2019*

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

    There are no fees for individuals to participate in the Summer Feeding Program.

    Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

    Any child that visits an open Summer Feeding Program site will receive a snack/meal--no matter what. There is no registration, and all open Summer Feeding Program sites are open to all children and teens in the City of Fort Pierce.

    The following is legal language that applies to all sites that participate in the Summer Feeding Program:

    *Requirements*
    *(7 CFR 225.7(g) and FNS Instruction 113-1)*
    *All participating sponsors must inform potential participants of the availability of the SFSP. In addition, all sponsors and their sites are required to:*
    *• display in a prominent place at the site and in the sponsor's office, the nondiscrimination poster developed by USDA or approved by FNS;*
    *• make reasonable efforts to provide information in the appropriate translation concerning the availability and nutritional benefits of the program;*
    *• make program information available to the public upon request;*
    *• include the nondiscrimination statement, and instructions for filing a complaint, in their public release and in any program information directed to parents of participants and potential participants;*
    *• ensure that meals are served to all attending children, regardless of their race, color, national origin, sex, age, or disability; and*
    *• ensure that all children have equal access to services and facilities at the site regardless of race, color, national origin, sex, age or disability.*

| Program/Project Expense/Description | City Grant | Other Committed Funds and/or $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|
| Administrative Personnel, including finance, compliance, and outreach expenses | 0 | $26,527 | USDA's Summer Food Service Program, grants, individual donations |
| Operational Personnel, including Executive Chef, food prep specialists, drivers, site monitors, warehouse clerk | 0 | $72,726 | USDA's Summer Food Service Program, grants, individual donations |
| Operational Costs, including food, food supplies, utility costs, meal tracker software | $5,000 | $354,808 | USDA's Summer Food Service Program, grants, individual donations |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTALS | $5,000 | $454,061 | |
| (use more lines/pages as necessary) | | | |

26. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

Name: Homer Gutierrez
Telephone Number: 772.489.3034
Email Address: hgutierrez@tcfoodbank.org
Organization Position: Senior Director of Program Service
City of Residence: Port St. Lucie, Florida
Qualifications: Three years managing Summer Feeding program (two years along the

24. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

    This project is not faith-based and therefore is open to the community at-large.

    As noted above, Treasure Coast Food Bank will generate broad community awareness about the 2019 Summer Feeding Program through social media posts and targeted ads, flyers, traditional media (radio, newspapers, magazines, local television), our web site (www.stophunger.org), videos and through word-of-mouth marketing. Some outreach materials have been translated into Spanish.

25. Complete a COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    **NOTE: Volunteer Hours may be calculated at $12/hour.**

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

Treasure Coast, on in Texas)
Professional Licenses
Role in Project: Project Manager
% of Time Dedicated to Project: 80%

Name: Daniel Leavy
Telephone Number: 772.489.3034
Email Address: dleavy@tcfoodbank.org
Organization Position: Director-Culinary Service/Executive Chef
City of Residence: Palm Beach Gardens, Florida
Qualifications: High school teacher and college instructor, Executive Chef
Professional Licenses
Role in Project: Production Kitchen Supervisor
% of Time Dedicated to Project: 50%

Name: Elisha Jade Alexander
Telephone Number: 772.489.3034
Email Address: ealexander@tcfoodbank.org
Organization Position: Program Coordinator
City of Residence: Ft. Pierce, Florida
Qualifications: One year coordinating Treasure Coast Food Bank's Summer Feeding Program
Professional Licenses
Role in Project: Help implement day-to-day operations of Summer Feeding Program; oversees monitoring of Summer Feeding sites and ensures compliance
% of Time Dedicated to Project: 50%

27. Please attach **ALL** of the documents listed below to your application. Please include a written explanation for EACH document not included:

_ Articles of Incorporation and By-Laws
_ State and Federal Tax Exempt determination letter
_ Employee Identification Number
_ List of Board of Directors with contact information
_ Organizational Chart for your Organization
_ Board of Director's authorization to apply for this grant
_ Last three month's bank statements
_ Annual budgets for 2018 and 2019
_ Most recent audit report (if this is not available, provide written explanation)
_ Matching funds and In-Kind Services commitment documentation (Budget, page 16)
_ Three (3) Letters of Support for this project
_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

**PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES**

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

1. Describe your organization and list your Mission Statement.

*United Against Poverty, Inc. in Fort Pierce is dedicated to its purpose to inspire and empower people in poverty to lift themselves and their families to self-sufficiency*

*Our Mission is: To serve those in poverty by providing crisis care, case management, transformative education, food and household subsidy, employment training and placement, personal empowerment training and active referrals to other collaborative social service providers.*

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

*United Against Poverty, Inc., formerly Kingdom Harvest, was founded by Austin and Ginny Hunt, who opened the first cost-share grocery program, along Florida's Treasure Coast, in South Vero Beach. In 2006, the program was opened in Fort Pierce and in 2009, Orlando. This hunger relief program incorporated two-way giving, where the food provided was set up as a grocery store, rather than a food pantry. Low/Mod income families sign up for a free membership then select the items they want. As members, they share in the cost at an average of 37 cents on the dollar. This model provides a hand-up to address the issue of poverty and maintains the dignity of the member.*

*By 2012, over 1,200 families per day were accessing the program. Food is a symptom of the larger issue of poverty and to create change, we made the shift to focus on the causes of poverty. A partnership with the Department of Children and Families allowed people to apply for SNAP and other benefits at each site. Case management was added and area experts in healthcare, domestic violence, substance abuse and mental health were offered free space to meet with members needing their services. These are our "Life Enrichment Centers".*

*In 2016, the organization rebranded to United Against Poverty, Inc. to realign the name with the mission and to eliminate confusion between us and the local food bank.*

*Our sites are set up on the premise of "two-way giving," providing support and avoiding the pitfalls of enabling those in need through toxic one-way giving. Members contribute something for services, whether it's an hour of their time attending a workshop or a small handling fee to share in the cost of grocery products. Two-way giving allows the member to maintain their dignity and avoid falling into the entitlement /dependency trap, by ensuring they have "skin in the game." Our experience and empirical research have demonstrated that one-way giving does nothing to empower the person to better themselves and break free of poverty.*

*In 2018, the grocery program in St. Lucie County provided services to 9,517 unique families and our life enrichment center, provided 4,166 units of service to 147 unique families. Our new workforce development program, STEP, helped 27 families improve their household income, 4 completely out of poverty (Federal Poverty Guidelines).*

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

| Program Year | Amount | Purpose |
|---|---|---|
| 2017-18 | *$5,000* | *Success Training Employment Program (STEP).* |
| 2016-17 | *$5,000* | *Healthy Start Infant Mortality Disparity Education - addressing the high infant mortality rate among people of color, by incentivizing community involvement in education and behavior change.* |
| 2015-16 | *N/A* | |

**Please Note:** Organizations/Applicants that have received funding for three consecutive years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

*Our Success Training Employment Program began in April of 2018. Based on successful outcomes over the past 10 months, we are at a point where we need to expand to meet the need.*

5. What is your organization's annual budget? Describe how your organization is currently funded.

*United Against Poverty's combined (audited) budget for the 3 sites is $10,889,741. Our Fort Pierce location's budget is $2,989,215. We have multiple funding sources including a large, low-income grocery program that recovers handling fees, and grants from The William and Helen Thomas Charitable Foundation, Wells Fargo, PNC Bank Foundation, State Farm Insurance and others, as well as ongoing fundraising and development strategies*

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? *No*

If you answered Yes, how do your services compliment their offerings? If yes, explain.

How are your services different? *Although there are other workforce development programs in the area, STEP focuses on those with barriers to employment such as criminal background issues and limited or no work history. It is essential that we work with the other employment training facilities as often they refer to us candidates who may not be ready for their program.*

7. Project Name (please keep it short):

*Success Training Employment Program (STEP)*

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)

☐ **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

X **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

☐ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

X Benefit low to moderate-income persons;

___ Help in the prevention of slums or blight; and/or

___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

*The intended beneficiaries of this program are households' whose annual income is less than 200% of the Federal Poverty Level as defined by Health and Human Services department. This number aligns with HUD's definition for low mod-income household limits.*

*To ensure the intended population is served, STEP participants will provide proof of income, residency identification and family composition to verify that they are low mod- income.*

*Beneficiaries will be identified via our large food program, our multiple collaborative partners, including the Department of Children and Families, CASTLE, Healthy Start, University of Florida Cooperative Extension, SafeSpace, and more. Outreach will be performed at ongoing area meetings such as the Council of Social Agencies (COSA), and multiple events through the year. The program has been well received since its start in April of 2018 and due to limited space and staff (which is why we are requesting funds to help us expand) we have developed waiting lists for Fort Pierce residents interested in the program*

B. If the project will provide an **"Area Benefit",** please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary.

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

*We anticipate enrolling approximately 60 participants in the 9-month period (April 1 – Dec 31, 2019). 50% of participants will be Extremely low, 30% will be Very Low and 20% will be low income. Income verification will be assessed at intake and on the occasion of new employment and/or salary changes.*

| Department of Housing and Urban Development (HUD) 2018 Income Limits | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Number of People Living in Household** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| **Extremely Low Income** | $12,750 | $16,460 | $20,780 | $25,100 | $29,420 | $33,740 | $37,550 | $39,950 |
| **Very Low Income** | $21,200 | $24,200 | $27,250 | $30,250 | $32,700 | $35,100 | $37,550 | $39,950 |
| **Low Income** | $33,900 | $38,750 | $43,600 | $48,400 | $52,300 | $56,150 | $60,050 | $63,900 |

D. If the project will provide a **"Presumed Benefit"**, please identify the group(s):

__ Abused Children
__ Lower Income Senior Citizens
__ Elderly
__ Homeless
__ Lower Income Youth
__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults
__ Severely Disabled Children/Youth
__ Other _____

11. Describe the existing problems or needs to be addressed by this program/project.

*The 2017 update from the United Way ALICE (Asset Limited Income Constrained Employed) report shows that in Fort Pierce the working poor make up 46 to 71% of the population. Florida's poverty rates in all age categories are higher than U.S. rates.*

*Often getting to a place where employment is even a possibility can be extremely challenging for those who are simply trying to survive. When a person does not know where the next meal is coming from, searching for a job or gaining the skills necessary to get a job can be an incredible challenge. Vulnerable populations often lack basic communication and employment skills. Those seeking employment have barriers that interfere with their success, including lack of transportation, poor health, affordable childcare, reliance on federal subsidies with eligibility 'cliffs,' legal histories, poor credit, and a lack of skills and education. Jobs are harder to find and those that are available do not pay a living wage.*

*The goal of our workforce development program, STEP, is to provide support needed for the individual to find successful long-term employment that will ultimately lead to financial self-sufficiency. We define self-sufficiency as income above 200% of poverty and/or above HUD's LMI limits.*

12. Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

*The goal of all of our programs is to meet our mission and help those in poverty retain resources, acquire resources, connect to resources and become self-sufficient. We define*

*self-sufficiency as having a household income above 200% of Poverty ($51,500 for a family of 4) (HUD Low Income limits for St. Lucie County for a family of 4 is $48,400). Often jobs in that salary range will improve housing conditions and provide health benefits making it easier for the family to seek medical attention when needed.*

*STEP includes 3 activity Phases. Phase 1 is the in-class activity phase, incorporating 120 hours of cohort learning. Phase 2 is the Job Acquisition phase and where the graduate works with a Job Developer to identify the right career path. Phase 3 is the Success Coaching or Mentoring Phase where STEP staff follow up with the newly employed student at predetermined intervals to ensure they have the support to remain employed.*

*STEP not only provides hard skills necessary to gain employment, but also the emotional intelligence training and support needed to keep a job and work toward career goals. STEP combines empowerment/emotional intelligence training, workplace skill building, job acquisition guidance and on-the-job training. This program includes 120 hours of in class, evidence-based curriculum followed by Job Development and long-term support via the STEP Success Coach*

*This involves intensive support to stabilize situations, develop action plans, prepare resumes and practice with mock interviews to properly prepare the student. The program includes long- term follow up and support for up to 3 years to ensure we are there with a hand UP to offer support to help them remain successful and self-sufficient*

13. List the physical addresses where your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

*2520 Orange Avenue, Fort Pierce, FL 34947*

14. List this project's measurable goals and objectives. Date the goals and objectives.

*Between April 1 and Dec 31, 2019 STEP students will access online workplace skills certifications via The Retail Learning Institute, an online learning platform provides students access to over 1500 retail related certifications. As part of STEP, students are required to successfully complete 7 courses including Customer Service, Professionalism, Business Ethics, Sexual Harassment, Safety and Hygiene, Cashiering, and Sanitation. The Retail Learning Institute is a division of IGA and Coca-Cola International. Staff will track certifications within the HMIS database to measure successful completion.*

*A major component of STEP is Financial Literacy. To ensure we provide the students with the most current best practices, our staff are required to become certified via the National Financial Educators Council annually. STEP students graduate with an understanding of budgeting and a full financial plan. For many this will be the first time in their lives they have access to money so it is imperative that we offer them qualified coaching throughout the process. Staff will track student Financial Plans within the HMIS database to measure successful completion.*

*We anticipate that during the 9-month period of April 1 – Dec 31, 2019, we will implement 4 cycles of STEP with 15 students each for a total of 60 enrolled during that time period. We*

*anticipate a graduation rate of 75% for a total of 45 graduating and moving on to the Job acquisition phase. We anticipate that during the 9 months, half or 22 will become employed and increase household income.*

*Although the grant timeline is short, STEP support lasts for up to 3 years or until the student's household reaches above 200% of the Federal Poverty Level or over HUD's LMI level. To summarize, for the purpose of this grant, we anticipate enrolling 60 students, 45 graduating and 22 becoming employed during those 9 months.*

15. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

*The STEP Intake Coordinator and Success Coach will utilize the Homeless Management Information System (HMIS) to track basic demographics of those enrolled in STEP, the number of certifications completed, graduation and securing employment with verified increased income.*

16. Briefly describe measurements of outcomes for each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

*We anticipate enrolling 60 unduplicated students whose household income is considered low income as per HUD guidelines. Of those, we anticipate 45 graduating from STEP's classroom phase and 22 becoming employed during those 9 months.*

17. Amount of Grant Funds requested in this application: $4,794

    Amount of other funds secured for this program/project: _____

    Amount of other funds earmarked for the program/project: _____

    Total amount needed to complete this program/project: _____

18. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

*It has been shown at the other two United Against Poverty campuses that once the STEP program is implemented and results in successful outcomes, there is a significant increase in funding received through grants and donations. In only 10 (April 2018 – Jan 2019) months STEP in Fort Pierce has provided those successes and grown in demand. Additional development opportunities have been designed to support the program including a Comedy Night, a Fool's Day 5K and our annual Hand-UP Luncheon. We have also submitted funding applications to Allegany Franciscan Ministries and Impact 100 St. Lucie County, and will be applying for funds from the Hearst Foundation, which has funded us in the past. Should we receive all funding requested, this will help us to fully fund the program for 2 years, with full staffing.*

19. If this is a multi-year project, how will you continue to implement this project if City grant

funds are not available in future years?

*This program will continue until it is no longer successful. Our Board of Directors and Development team will continue to ensure support is provided to keep STEP running.*

20. Select every qualifier below that best describes your project.

__ Improve or enhance education opportunities

*X Improve or enhance job training opportunities*

*X Improve or enhance employment opportunities*

__ Promote cultural diversity

__ Promote outdoor activities and a healthy lifestyle

__ Spur interest and participation in neighborhood improvement activities

__ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

__ Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

__ Instill and foster community pride

__ Promote neighborhood beautification and revitalization

__ Promote activities that protect the environment

__ Discourage adverse activity such as crime, drug use, and vandalism

__ Inspire and support the healthy development of youth

21. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

*STEP greatly improves job training opportunities for low-income residents of Fort Pierce by providing a framework for training that includes Emotional Intelligence, Workplace Skills and Job Acquisition. With this grant we will be able to incorporate internationally recognized workplace skills certifications and qualified financial literacy training. This will bulk up resumes and build confidence in our graduates to not just find a job but build a successful career, setting an example for their children and future generations.*

*During the classroom phase of STEP, graduates are linked with a STEP Job Developer with access to approximately 67 area employers. These employers assist with onsite mock interviews to help ensure candidates are well prepared and "send-out" ready. This greatly improves and enhances the employment opportunities available to our graduates.*

22. Date project to begin: *April 1, 2019*

Date project to be completed: *Dec 31, 2019*

23. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

*There are no fees associated with STEP.*

24. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

*To qualify for our STEP, the adult (18+) participant's household income must be at the HUD prescribed low-income level and the participant must be motivated to make a change toward economic self-sufficiency. STEP staff track demographics but it is not a factor in program participation.*

25. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. *N/A* What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

26. Complete a COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

    **NOTE: Volunteer Hours may be calculated at $12/hour.**

- **Please provide at least one (1) quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

| Program/Project Expense/Description | City Grant | Other Committed Funds and/or $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|
| Retail Learning Institute Annual Licensing- Online Certification Platform for STEP students | $1,000 | | |
| Homeless Management Information System licenses (4) | $3,200 | | |
| National Financial Educators Certifications for STEP Staff | $594 | | |
| STEP Intake Coordinator/Success Coach | | $25,000 | William and Helen Thomas Charitable Trust ($25K) |
| STEP Facilitator/Success Coach | | $25,000 | Wells Fargo ($15K) and PNC Foundation ($10K) |
| STEP Job Developer (PT) | | $13,000 | TD Charitable Foundation ($10K) and Florida Community Bank ($3K) |
| TOTALS | $4,794 | $63,000 | |
| (use more lines/pages as necessary) | | | |

27. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

*Name: Araminta Caldwell*
*Telephone Number: 772-468-8543*
*Email Address: minta@upcenters.org*
*Organization Position: STEP Coordinator and Success Coach*
*City of Residence: Okeechobee*
*Qualifications: High School Diploma/Certified Supportive Employment Specialist*
*Role in Project: Lead for implementation*
*% of Time Dedicated to Project: 100%*

*Name: Tamara Staley*
*Telephone Number: 772-468-8543*
*Email Address: tamara@upcenters.org*
*Organization Position: STEP Intake Coordinator and Success Coach*
*City of Residence: Vero Beach, FL*
*Qualifications: A.S. Psychology, B.S. Human Services, Getting Ahead Facilitator Member of Florida All - State Academic Team, Vice- President of Phi Theta Kappa International Honor Society*
*Role in Project: Assist with implementation*
*% of Time Dedicated to Project: 100%*

*Name: Canieria Gardiner*
*Telephone Number: 772-971-7611*
*Email Address: canieria@upcenters.org*
*Organization Position: Executive Director*
*City of Residence: Fort Pierce*
*Qualifications: Masters in Business Administration, Tier 1 certification (Workforce Development State of Fl certification), State of Florida Teacher Certification, TABE Administer*
*Role in Project: Oversight Administration*
*% of Time Dedicated to Project: 10%*

*Name: Keith Theriot*
*Telephone Number*
*Email Address: keith@unitedagainstpoverty.org*
*Organization Position: Director of Grants and Data*
*City of Residence: Orlando*
*Qualifications: Over 25 years in Social Services, 6 of them running CDBG, ESG and HOPWA for the City of Orlando*
*Role in Project: Reporting*
*% of Time Dedicated to Project: 10%*

28. Please attach **ALL** of the documents listed below to your application. Please include a written explanation for EACH document not included:

_ *Articles of Incorporation and By-Laws*

_ *State and Federal Tax-Exempt determination letter*

_ *Employee Identification Number*

_ *List of Board of Directors with contact information*

_ *Organizational Chart for your Organization*

_ Board of Director's authorization to apply for this grant

_ *Last three month's bank statements*

_ *Annual budgets for 2018 and 2019*

_ *Most recent audit report (if this is not available, provide written explanation)*

_ *Matching funds and In-Kind Services commitment documentation*

_ *Three (3) Letters of Support for this project*

_ Newspaper articles, and Thank-You letters, etc., as available, for your organization's work within the City of Fort Pierce.

# PLEASE SUBMIT AN ORIGINAL APPLICATION AND 7 COPIES

**Attach additional pages as necessary.**

**PLEASE PRINT NEATLY OR TYPE YOUR ANSWERS TO THE QUESTIONS IN THIS APPLICATION.**

1. Describe your organization and list your Mission Statement.

   Our organization provides **multiple supports for individuals experiencing teen dating violence, domestic violence, at-risk of domestic violence, teen dating violence, and/or living in areas of high crime and violence.** Our programs and services include support groups for men, women and teens who have experienced or are at-risk of increased exposure to domestic abuse. Our New Beginnings Annual Community Baby Showers, and Young Adult Programs serve as a valuable resource to promote healthy relationships, raise awareness for individuals who desire to **increase their healthy relationship skills and inter-personal relationship competency**. Collectively, we use our programs to serve as a platform for teens and adults to interact with individuals of various social-economic statuses, professions, and experts of multiple fields that **provide services and resources to them** – with an **emphasis on healthcare, wellness, and mental health.**

   **Mission:** To provide domestic violence awareness presentations and outreach initiatives that educate youth, teens, and adults on how to break the cycle and break the silence of domestic abuse.

2. Describe your organization's history and prior experience, including a description of programs/projects similar to the one you are applying for in this application.

   WE LEAP, Inc. (WL) was founded by Gwendolyn "Gwen" McLeod and obtained its 501c3 nonprofit status in 2014. WE LEAP was birthed out of Gwen's past experience as a domestic and teen dating violence survivor and her compassion for others. While working in the social services field as a probation officer, child protective service investigator, and a student support specialist, Gwen saw a disturbing pattern of toxic relationships and domestic violence. Thus, WL was born as a women's empowerment and awareness group. WL has since grown to include community awareness and education for men and teens.

3. List all previous grants awarded by the City of Fort Pierce to **YOU or any organization(s) you were previously or are currently associated with**. If None, write N/A below:

   **Public Service Grant 2018, Alleghany Capacity Building Grant 2018**

   **Please Note:** Organizations/Applicants that have received funding for three consecutive years may be deferred in order to provide funding for newer activities.

4. If you have received funding from the City of Fort Pierce for Public Service projects in the past, please explain **HOW** the program/project described in this grant application is **NEW OR EXPANDED:**

   **This is a New Project initiative to bring a Free Community Dance and Drama Program for female and male students age 8-18.**

5. What is your organization's annual budget? Describe how your organization is currently funded.

Our organizational budget is $29,100

The organization is funded through:

- Grants
- Donations
- Sponsorships
- Program/ Event Fees
- Scholarships
- State & Federal Funds

6. Does the City of Fort Pierce and/other local organizations in Fort Pierce provide services similar to your agency? Yes

   If you answered Yes, how do your services compliment their offerings? If yes, explain.

   There are organizations such as Boys and Girls Club, Big Brothers Big Sisters, and others that serve children and youth throughout the community. **Those organization typically are academically based**, offer group mentorship, and opportunities for youth to bond with adults and peers. Our organization **complement those services by providing individuals tangible skills** to improve their interpersonal relationship skills, increase their self-control, and become advocates for others.

   How are your services different?

   Unlike many programs that serve children, youth, and young adults, our program goes beyond academic tutoring and enrichment. Our program is **designed to enhance the emotional intelligence, decision-making, integrity, and resiliency of the individuals** we serve for them to fortify their ability to make positive lifestyle choices (i.e. abstinence from promiscuous activity, emotional and physical violence, crime, and gangs).

   The overarching goals for the program is to:

   - Decrease victimization and perpetration among youth
   - **Increase healthy teen relationships**
   - Create safe and healthy homes, schools and communities

7. Project Name (please keep it short):
   R.A.D.D. ( Raising Awareness Through Dance & Drama)

8. U.S. Dept. of Housing & Urban Development (HUD) National Objective Activities: (check one)

   ☐ **Area benefit** activity (the activity benefits/is open to everyone in a particular low income neighborhood or geography)

   ☒ **Limited Clientele** activity (particular individuals or households receive a benefit, and the majority of them qualify as low income)

   ☒ **Presumed Benefit** activity (the activity benefits a group of individuals presumed by HUD to qualify for a benefit: battered spouses, homeless, elderly, severely disabled adults, abused children, illiterate adults, persons with HIV/AIDS, or migrant farm workers)

9. Which National Objective(s) shown below does your project/program(s) meet?

   **X** Benefit low to moderate-income persons;

   ___ Help in the prevention of slums or blight; and/or

___ Meet other community needs having a particular urgency because other financial resources are not available to meet such needs.

10. Beneficiaries from National Objective Activities (#8 Above)

A. Who are the intended beneficiaries of this program/project? Describe how the project will ensure that the intended beneficiaries are being served and the target population will be reached, including how beneficiaries are identified, and any outreach performed:

The **intended beneficiaries** are low to moderate-income children, teens and young adults ages 10 to 24 that live within the city limits of Fort Pierce and surrounding areas. The area we will recruit participants from will be from Avenue Q to Virginia Avenue (North to South) and US1 to Angle Road (East to West) **within Fort Pierce** city limits. However, the R.A.D.D program will be marketed to all individuals living in St. Lucie County, with an emphasis on our primary intended beneficiaries.

Our education and outreach team will provide information to the intended beneficiaries through social media, radio, churches, civic organizations, children and youth afterschool and summer programs, social service organizations, and local nonprofits that provide programs and services within City of Fort Pierce and St. Lucie County.

B. If the project will provide an **"Area Benefit",** please define clearly the geographic area to be served by the proposed activity. Include a map, if necessary. **N/A Not Applicable**

C. If the project will benefit **"Limited Clientele"**, list the approximate number and percentage of total persons assisted through this project/program who will be Low to Moderate Income (LMI) and how their income level will be determined.

The program will seek to serve up to 50 **youth and teens ages 8 to 18. 100% will be low to moderate income**. Income levels **will be determined by the HUD 2017 Income Limits** based on family size.

**Department of Housing and Urban Development (HUD) 2017 Income Limits**

| Number of People Living in Household | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Extremely Low Income | $12,650 | $16,240 | $20,420 | $24,600 | $28,780 | $32,960 | $37,140 | $39,750 |
| Very Low Income | $21,100 | $24,100 | $27,100 | $30,100 | $32,550 | $34,950 | $37,350 | $39,750 |
| Low Income | $33,750 | $38,550 | $43,350 | $48,150 | $52,050 | $55,900 | $59,750 | $63,600 |

D. If the project will provide a **"Presumed Benefit",** please identify the group(s):

☒ Abused Children
__ Lower Income Senior Citizens
__ Elderly
__ Homeless
__ Illiterate Adults
__ Migrant Farm Workers
__ Persons with HIV/AIDS
__ Severely Disabled Adults

☒ Lower Income Youth ☒ Severely **Disabled Children/Youth**

☒ Other: battered spouses, children, and youth

11. Describe the existing problems or needs to be addressed by this program/project.

According to the 2013 St. Lucie County (SLC) Health Needs Assessment, pressing issues facing SLC residents include:

1) Residents are food insecure / don't have enough to eat
2) Too many children and families are homeless
3) Lack of access to healthcare
4) Lack of access to affordable housing
5) Poor educational outcomes
6) Lack of high wages/job growth within the county

Low to moderate income individuals, especially those living in poverty, **experience high levels of stress** because, amongst other reasons, they **live in violent neighborhoods**, relocate twice as often as their counterparts, are five times more likely to be evicted than middle-income citizens, and **are more likely to be bullied in school.**

These chronic stressors experienced by low to moderate-income children and youth are **devastating on their self-esteem**, their ability to learn, and has an adverse effect on the academic outcomes, especially during early childhood **which leads to decreased chances that an individual will graduate** with his or her high school diploma. Inadequate education **contributes to the cycle of poverty** by making it more difficult for low-income children to lift themselves and future generations out of poverty. Thus, the cycle continues for many individuals, especially those living in the City of Fort Pierce where individuals are entrenched in poverty. The median income in Fort Pierce is 25,635, the county has one of the highest prevalence of homicides per capita in the state of Florida, and according to United Way of Florida's ALICE Report 60 to 71% of individuals living in Fort Pierce are classified as living in poverty or working poor.

Describe your proposed project's activities and how they will address the problems/needs you listed in #11 above.

The purpose of R.A.D.D. ( Raising Awareness Through Dance & Drama) summer camp is to provide a positive outlet for youth and teens to express themselves. This program will assist children, youth, and young adults to **build positive character**, embrace healthy lifestyles, and **obtain life/interpersonal relationship skills** that are **not provided through school system curriculum** and/or not regularly offered at traditional afterschool and summer programs.

Individuals who attend R.A.D.D. ( Raising Awareness Through Dance & Drama) are **encouraged to increase awareness through youth-led civic engagement** and concrete relatable means to their peers. Implementation of those youth-led campaigns includes but is not limited to community performances, canvassing, media, and social marketing.

R.A.D.D. participants will participate in SafeTeen group sessions geared toward:

- **Building skills for healthy teen relationships**
- Mobilizing youth leaders
- Engaging parents, school personnel and other adults in creating healthy environments
- **Increasing personal safety, social support and relationship skills**
- Supporting **youth exposed to violence**

Moreover, the R.AD.D. participants will showcase their skills and talents in the community sharing things they have learned on a minimum of once monthly as apart of community outreach. **The purpose of the event is to increase awareness of issues related to adolescents and teens** in addition to celebrating children and youth for taking a stand against those issues.

The information and sessions in the R.A.D.D. program address

- **Educating and empowering youth**
- Developing youth leaders and influencers
- Increasing active bystander behavior
- **Supporting parents in promoting healthy teen relationships**
- Providing navigation to needed resources in emergency, transition, and other unforeseen circumstances

The activities of the R.A.D.D. program will engage youth and is highly beneficial because **youth development is best promoted through activities and experiences that help youth develop competencies in social, ethical, emotional, physical, and cognitive domains** (Roth & Brooks-Gunn, 2003). Positive experiences and skills gained through our program prepare children, youth, and young adults to be future leaders, show empathy towards others, and **empower them to make a positive impact in their community** and beyond.

(See Program Flyer for R.A.D.D.)

12. List the physical addresses where your proposed project activities (listed in #12 above) will take place, using street addresses within the City limits of Fort Pierce.

    Address of RADD afterschool Program: 302 N. 23rd Street, Fort Pierce, FL 34950
    Address of RADD Summer Program : Same as above

13. List this project's measurable goals and objectives. Date the goals and objectives.
    Objective 1: **Increased knowledge of Healthy Relationship Skills**
    *Outcome:* 80% of participants are able to identify causes of domestic and teen violence and attributes of healthy relationships.

    Objective 2: **Increased social and emotional support**
    *Outcome:* 80% of participants will gain a positive secondary social-emotional support system and minimize or eliminate deviant behavior.
    *Objective 3:* **Increased Physical Fitness**
    *Outcome:* 80% of participants will increase physical activity for a minimum of 2 hours twice a week.

*Objective 4:* **Team Building**
*Outcome:* 80% of participants will develop social skills that will teach them how to work well with others.
*Objective 5:* ***Most of these youth and teen have never had*** **Exposure to Theatrical Play**
*Outcome:* 100% of youth and teens participants enrolled in the program will have opportunity to see a professional live theatrical play and develop skits to perform.
*Objective 6:* **Most of these youth and teens have never had Exposure to Dance Production or Competiton**
*Outcome:* 100% of youth and teen participants enrolled in the program will have opportunity to see a dance team competition and develop skills to compete in a dance competition

**All objectives will be completed by the end of the grant performance period September 1st, 2019**

14. How will you track the results of these goals and objectives? (This information will be required with your monthly status reports.)

The R.A.D.D. program will be tracked through registration application forms, which include demographic, household size, and income information. Weekly participation will be tracked through sign-in sheets and outcomes will be measured by pre/post tests. New and returning participants for Summer R.A.D.D. will be required to register for the summer session. Registration will include the solicitation of similar data as the afterschool registration form and each individual will complete a participant feedback form each 9 weeks. Student must maintain grades of C or above to maintain participation with the R.A.D.D. program.

15. Each of the activities listed in #12. (Examples - number of unduplicated low/moderate income youth served, number of unduplicated senior citizens served, number of unduplicated Veterans served, number of unduplicated adults served, etc.)

**Facilitate a R.A.D.D. Raising Awareness Through Dance & Drama group**
The R.A.D.D. program will enroll participants age 8 to 18 that will use theatre and the creative arts to educate the public about the dangers of teen dating violence. The groups will learn choregraphed dance routines and skits that raise awareness on various issues that they will perform throughout the community. Participants will be exposed and educated in the arts through field trips that will educate them about both theatre and different types of dance.

**Host a Summer R.A.D.D. Dance and Drama Camp:** will enroll **youth, and teens to participate as part of the RADD spring and summer performances.**
The participants of the Spring and Summer R.A.D.D. program will provide outreach performances to an estimated 150 – 175 children, youth, and adults in Saint Lucie County.

16. Amount of Grant Funds requested in this application: $3,500
Amount of other funds secured for this program/project: $2000
Amount of other funds earmarked for the program/project: $1500
Total amount needed to complete this program/project: $7,000

17. Describe your contingency plan in the event this grant request is not fully funded, or not funded at all by the City of Fort Pierce:

If the event is not fully funded, we will continue to fundraise towards meeting providing services for registered participants, seek sponsors, and apply for grant funding to subsidize costs.

If this is a multi-year project, how will you continue to implement this project if City grant funds are not available in future years?

Our organization will continue to fundraise to provide services, seek sponsors, and apply for grant funding to subsidize costs. Additionally, we will seek other organizations to collaborate with to share and/or reduce costs.

18. Select every qualifier below that best describes your project.

**X** Improve or enhance education opportunities

__ Improve or enhance job training opportunities

__ Improve or enhance employment opportunities

**X** Promote cultural diversity

**X** Promote outdoor activities and a healthy lifestyle

__ Spur interest and participation in neighborhood improvement activities

__ Encourage citizen involvement and leverage resources to revitalize low and moderate-income neighborhoods

X Encourage partnerships between City Hall, residents and other community organizations that will result in projects and activities that benefit a community

__ Instill and foster community pride

__ Promote neighborhood beautification and revitalization

__ Promote activities that protect the environment

**X** Discourage adverse activity such as crime, drug use, and vandalism

**X** Inspire and support the healthy development of youth

19. Write an explanation below of **how** your project will perform **each** qualifier you selected above:

**Improve or enhance education opportunities:**
Our program teaches students how to resilient and overcome personal challenges, build relationships with their peers and adults, in addition to being empathetic towards others which strengthens the school's learning community.

**Promote cultural diversity**
Bullying is a major issue in schools throughout the nation. Our program addresses bullying and other anti-social behaviors that cause inter-personal violence and crime, which is usually due to individuals lack acceptance for one another. Thus, our program promotes understanding and acceptable of others as well as inclusion.

**Discourage adverse activity such as crime, drug use, and vandalism:**
Our program teaches children, youth, and young adults about healthy relationships, positive lifestyle choices, and engagement in healthy relationships. We provide them the necessary tools, supports, and skills to avoid violence, especially domestic violence, in addition to not engaging in crime, drug use, and vandalism.

**Inspire and support the healthy development of youth**
The purpose of our program is to help youth build skills for healthy relationships, encourage them to be leaders in their community, and to increase their personal safety in addition to provide social support and relationship skills. In addition to all of the before mentioned enhance and support the healthy development of youth, dance also helps youth mobility to increase physical health.

Date project to begin: March **2019**

Date project to be completed: **September 2019**

20. Describe any participant fees that will be required as part of this project/program. Please see "New for Program Year 2018-2019" on Page 4 of the Grant Guidance.

    Participants **will not** have to pay any tuition fees. This grant will also eliminate any cost to participants for uniforms, travel or field trip expenses.

21. Applicants must demonstrate that the selection of participants is an objective process and Grant Recipient may not limit participation on the basis of race, gender, nationality, ethnicity, religion, creed or disability. How will your project comply with this expectation?

    Our program is inclusive and encourages diversity and understanding of all individuals. We try to recruit participants who have varying backgrounds, genders, nationalities, ethnicities, religions, and varying disabilities to bring perspective, compassion, and increased understanding to others. Our selection process is open for all individuals throughout the community to participate in our program.

22. If this project is sponsored by a church or religious group, participation may not be limited to members of the church. What efforts will you make to ensure that the community at-large is aware of this project and the opportunity for participation?

    N/A – We're not a church or religious group. See the previous answer about our efforts.

23. Complete a COMPLETE detailed budget below for **THIS** project. List proposed City grant funds and other *committed funds* and 'in-kind contributions', donated professional services, fees and other resources that will be used to complete the project. List a detailed breakdown of individual items. Use specific descriptions, not broad categories. Remember, committed funds and/or in-kind services **must equal at least 25% of your grant request**.

    Be sure to include verification documentation of all funds listed below as 'Committed' or 'In-

Kind'. Commitments listed in the budget below that lack documentation **will not be counted as commitments.**

| Program/Project Expense/Description | City Grant | Other Committed Funds $$ Amount or In-Kind | Source of Other Committed Funds or In-Kind Services (Please provide written verification of Every in-kind service listed here from the "Source") |
|---|---|---|---|
| **Supplies and Equipment Description $1200**<br>**Participant/Staff T-Shirts**<br>**Dance Uniforms and Attire, duffle bags or backpacks for participants, Flag Pole Holder, Flag Poles, Flags, Streamers**<br><br>**Drama: Costumes, Stage Play, Prop Materials, Backdrops and supplies**<br><br>**Art Supplies, Paint, Paint Brushes, Canvases, Markers, workbooks, Notebooks, pens, pencils, folders,Gift cards, certificates**<br>**Printed Materials**<br><br>**Food & Snacks (May – September)** | $800<br><br>$200<br><br>$200 | $500 | WE LEAP |
| **Computer Software: $1100**<br><br>**DATA MANAGEMENT, SOFTWARE or Subscription**<br><br>**Marketing and Promo Items – Banners, brochures, flyers,(Example) lanyard, water bottles, key chains etc.**<br><br>**R.A.D.D. Program Photo/Video Shoot, radio PSA announcement,Consultant/Contracted Service** | $350<br><br>$400<br><br>$350 | | |
| **Field Trip Expenses $1200**<br>**( 2 Field Trips Dance or Drama Related )**<br>**VAN/ BUS Transportation Service / Rental**<br><br>**Event Tickets**<br>**Registration Fees**<br><br>**Food** | $300<br><br>$700<br><br>$200 | | |
| Drama: Laptop, Portable Screen, green screen, lights, Portable Sound System, | | $1500 | WE LEAP INC |
| Program Space Venue | | March - August<br>$1500 Value In-Kind | Multicultural Resource Center |

| | | | |
|---|---|---|---|
| TOTALS | $3,500 | $3500 | |
| (use more lines/pages as necessary) | | | |

- **Please provide a quote for each item listed that you will purchase with this grant award** in the above Budget under 'Expense/Description'. Each quote should list vendor/company with contact information.

24. Organization Staff and Volunteers

Please complete the information listed below for ***each person*** in your organization who will work on **THIS** project and the percentage of time they will dedicate to this project, including all volunteers.

Name: Gwendolyn McLeod
Telephone Number: 772-519-6265
Email Address: we_leap@comcast.net
Organization Position: CEO & Founder
City of Residence: Fort Pierce
Qualifications: Work experience includes social services, probation officer, child protective service investigator, and a student support specialist
Professional Licenses: Bachelors Organizational Management & Master's degree Organizational Learning and Leadership
Role in Project: Program Administrator
% of Time Dedicated to Project: 100%

Name: Yvonne Coe
Telephone Number: 772-332-6484
Email Address: yvonnecoe@bellsouth.net
Organization Position: WE LEAP VOLUNTEER
City of Residence: Fort Pierce
Qualifications: AS Degree in Business, works with Big Brothers Big Sisters as a reading tutor
Professional Licenses: Notary
Role in Project: Facilitator
% of Time Dedicated to Project: 100%

Name: Stacy Peterkin
Telephone Number: 772-882-1129
Email Address: stacey.peterkin@gmail.com
Organization Position: WE LEAP VOLUNTEER
City of Residence: Fort Pierce
Qualifications: BA in Human Services, employed as a program specialist with New Horizons that works with at-risk and troubled children and youth
Professional Licenses: CPR
Role in Project: Facilitate class sessions and provide parents support as needed

# A G R E E M E N T

**THIS AGREEMENT** made and entered into this ___ day of _____ **2019**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and _____ a Florida non-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

## W I T N E S S E T H

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

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

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

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

1. Scope of Service:

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

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

   B. Program Delivery:

   **Program will take place at** _____

   C. Levels of Accomplishment:

| | |
|---|---|
| **Activity #1** | _____ |
| **# SERVED** | **#____ - (Description of Citizens Served Goes Here)** |

   D. Budget:

| **Description** | **Grant** |
|---|---|
| Budget Item Goes Here | $_____ |
| Budget Items Goes Here | $_____ |
| **Total Grant Award** | **$_____** |

2. Compensation: The Subrecipient shall be paid a total consideration of **$_____** for full performance of the services specified under this Agreement. When requesting reimbursement funds, subrecipient shall submit a Reimbursement Request Form (example attached) that clearly details project expenses incurred as well as invoices showing Vendor Name and Contact Information and proof of payment of invoice. If copies of cancelled checks are provided, Subrecipient should include copies of the front and back.

3. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 15, 2019.**

4. In every case, payment will be made subject to receipt of a Reimbursement Request Form for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

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

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

5. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

   In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

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

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

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

6. Program Income: Program income (defined at 24 CFR 470.500) derived from the project, if any, shall revert to the Grantor for use in the Community Development Block Grant program.

7. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

8. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

9. General Terms and Conditions:
   A. The Subrecipient agrees to submit a Grant Award Reporting Form/Program Status Report to the Grantor on a monthly basis and other reports, as may be required. Program status reports shall include description of activities accomplished during the previous month, expense reports and number of clients served, at a minimum. Other monthly reporting information should include photos of events, sign-in sheets, copies of newspaper articles related to the project, etc. A standard Grant Award Reporting Form/Program Status Report is included with this application and will be provided by the Grantor at time of contract signing.
   B. All requests for reimbursement submitted with Grant Award Reporting Form/Program Status Reports should include invoices listing vendor name and contact information and proof of purchase. If cancelled checks are submitted as proof of payment, fronts and backs of checks should be included.

C. The Subrecipient agrees to maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from the project, and submit this information to the City in the monthly report.

D. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend $300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than $300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

E. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.

F. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.

G. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

H. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.

I. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.

J. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

K. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

L. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.

M. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.

N. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of

Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

O. The Subrecipient agrees to participate in training, as available, to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

10. Special Terms and Conditions

A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

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

1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;

2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.

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

1) Fails to file required reports or to meet project progress or completion deadlines;

2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);

3) Expends funds under this Agreement for ineligible activities, services or items;

4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;

5) Violates Labor Standards requirements, or

6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

11. Other Provisions

A. Equal Employment Opportunity

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

1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other

forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

B. Equal Opportunity in Participation

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

Specific (not exclusive) Discriminatory Actions Prohibited:

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

1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.

2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.

4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.

6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

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

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of $2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all

laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Davis Bacon.

The Subrecipient agrees to comply with Davis Bacon Act (DBA) Requirements for all construction projects in excess of $2,000. The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

G. Flood Disaster Protection.

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

H. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed $100,000).

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

I. Provision of the Hatch Act.

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

J. Lead-Based Paint.

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

K. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under

Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

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

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

M. Reversion of Assets.

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

N. Lobbying Restrictions.

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

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

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

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

O. Provisions Required by Law Deemed Inserted.

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

**IN WITNESS THEREOF**, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Peter Sweeney, City Attorney

SUBRECIPIENT: _____

By: _____
_____

Print: _____

Title: _____

Today's Date: _____

# SAMPLE

**Report Date:** _____

**Reports are due by the 5th of each month, even if there are NO expenditures.**

## Grant Award Reporting Form / Project Status Report

**Please retain a copy for your records.**

Business/Organization: _____

| | |
|---|---|
| City of Fort Pierce Grant Award Amount: | **$**_____ |
| *Total Amount of Reimbursements Requested Before Today*: | $_____ |
| Today's Reimbursement Request: | $_____ |
| Grant Balance Available for Reimbursement | $_____ |

***Attach copies of invoices, receipts for payment and cancelled checks (fronts and backs) to total the dollar amount listed as "Today's Grant Award Request" above.***

**Accomplishments:**

| Description of activities this reporting period (use another page if necessary) | Number of Participants This Report Only | Race/Ethic/Gender of Participants |
|---|---|---|
| | | |

***Attach copies of Activity Sign-In Sheets to match number in "Number of Participants – This Report Only." Also attach photos taken during this reporting period.***

==========

**Grantee Certification:** I certify to the best of my knowledge and belief, the above is correct and that all expenditures are made in accordance with the grant conditions.

Grantee Authorized Representative Signature _____ Date _____

(typed or printed name and title) _____

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**Is this your FINAL Project Report ? YES // NO**

If **YES:**

1. Please write a few paragraphs to tell us how your project went. Did you expend the grant funds as proposed? What worked, what were the challenges and how has the grant affected your business/organization? Please attach photos, newspaper clippings, etc., relating to the project, if available. Use additional pages as necessary.

   By signing this document, the Subrecipient certifies that the conditions of this grant have been met, as stated in the grant agreement. Please provide a signature from an official who is authorized to sign on behalf of the business/organization.

   By: _____ Phone: _____ Email: _____
   (typed or printed name and title)

   _____ _____
   Signature Today's Date

**Completed Reports and Attachments** – Email – ewoodruff@city-ftpierce.com; U.S. Mail – Department of Urban Redevelopment, 100 North U.S. Hwy. 1, Fort Pierce, FL 34950; Drop Off – Fort Pierce City Hall Urban Redevelopment Department. Call 772-467-3167 for more information.

**City Commission Regular Meeting** **11.k.**

**Meeting Date:** 05/06/2019

**Re:** Arts & Culture Advisory Board Recommendation - Art in Public Places

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**SUBJECT:**

Approval of Loan Agreement to facilitate the Arts and Culture Advisory Board Art in Public Places recommendation of art to be placed at Melody Lane Fishing Pier roundabout.

**SUMMARY:**

At the April 11 meeting, the Arts and Culture Advisory Board voted unanimously to recommend acceptance of 'Exodus' art piece, by Hayes Sculpture Foundation, to be on loan to the City of Fort Pierce in accordance with the Arts and Culture Master Plan. Upon approval, the Public Works Department will assist with coordination of installation.

**RECOMMENDATION:**

Approve Arts and Culture Advisory Board loan recommendation at the proposed location. The attached Artwork Loan Agreement to be used for loan, has been approved by City Attorney's Office as to Form and Correctness.

**ALTERNATIVES:**

Do not approve the Arts and Culture Advisory Board recommendation and/or location.

**RESPONSIBLE STAFF:**

Caleta Scott, Grants Administration Manager

**COORDINATED WITH:**

Johnna Morris, Finance Director

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**Fiscal Impact**

| | |
|---|---|
| **Budgeted Y/N:** | N |
| **Fiscal Year:** | 2018 |
| **Account:** | n/a |
| **Amount:** | n/a |

**OTHER INFORMATION:**

There is no fiscal impact.

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**Attachments**

Artwork Loan Agreement

Proposed Location - Melody Lane Fishing Pier

Proposed Location - Melody Lane Fishing Pier Aerial

Hayes Sculpture Foundation - Exodus

## Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Finance Department | Johnna Morris | 04/25/2019 08:41 AM |
| City Manager | Nick Mimms | 04/26/2019 09:35 AM |
| Form Started By: Caleta Scott | | Started On: 04/24/2019 01:29 PM |
| Final Approval Date: 04/26/2019 | | |

# ARTWORK LOAN AGREEMENT

This Artwork Loan Agreement is entered into by _____(Lender) and the City of Fort Pierce (Institution).

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Exhibition Title: _____

Exhibition Commencement/Termination Dates: _____

Location: _____

---

Lender Name: _____ Address: _____

Main Phone: _____ Cell Phone: _____

Email Address: _____

Artist:

_____

How many pieces of Artwork are subject to the Agreement? _____
(Lender will provide by written attachment hereto the information requested in this Agreement with regard to each piece of Artwork.)

Dimensions without frame or base in inches: _____

Dimensions with frame or base in inches: _____

Sale/Insurance value of work: _____ Is the work available for purchase? Yes ___ No ___

Do you wish to carry your own insurance? (Please refer to conditions printed on reverse.) Yes ___ No ___

Will you supply: (check one) _____ an 8x10 black-white photograph _____ a 4x5 color transparency _____
Describe condition of work and specify any defects:

_____

_____

Photographer credit: _____
Lender's special instructions:

---

___ I have read and agree to the Terms and Conditions Governing Artwork Loan Agreement printed on the reverse, and certify that I am the owner or the agent of the owner authorized to agree thereto. I understand that by signing this Agreement, I agree to be bound by all of the provisions set forth herein.

Lender's Signature: _____

Name and title for Lender: _____ Date: _____

Borrower's signature for Institution: _____

Name and Title for Institution: _____ Date: _____

Please sign, date, and return the completed Loan Agreement to the Institution. A countersigned copy will be returned to you for your records.

**TERMS AND CONDITIONS GOVERNING ARTWORK LOAN AGREEMENT**

1. UNLESS PERMISSION IS REFUSED IN WRITING, IT IS UNDERSTOOD THAT THE Lender authorizes the Institution to photograph and reproduce in any media the loans for catalogue publications and for archival, educational, and publicity purposes. Unless otherwise instructed in writing, institution will grant credit to the lender as specified on the face of this Agreement in any labels or publications. If there is more than one piece of Artwork subject to this Agreement, the information required on page one of this Agreement must be provided by Lender in writing attached hereto and incorporated herein for each piece of Artwork. Institution shall have no obligation or liability hereunder for any piece of Artwork that is not identified and described in writing as required herein.
2. Unless the Lender elects to maintain its own insurance coverage for the loan period, the Institution will insure this artwork under an all risk property insurance policy, for the amount indicated on the face of this agreement, against all risks of physical loss or damage from any external cause while on location during the period of the loan. The policy referred to contains limitations for acts of God and the usual exclusions for loss damage due to wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to and resulting from any authorized repairing, restoration or retouching process, or due to such causes as hostile or warlike action in time of peace or war, atomic, nuclear or radioactive force, reaction or contamination, insurrection, rebellion, civil war, usurped power, action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any governmental or public authority, or risks of contraband or illegal transportation trade. The party that makes the transportation arrangements for the Artwork to or from the Exhibit must provide for appropriate insurance coverage as specified herein.
3. If the Lender elects to maintain its own insurance, the Lender's insurance shall be primary. Lender agrees to request a waiver of subrogation from its insurer in writing in favor of the Institution prior to the Exhibit. If the Lender fails to request the waiver of subrogation, the agreement shall constitute a release of the Institution from all liability in connection with the loan.
4. The work shall remain in the possession of the Institution in the Exhibition for which it has been borrowed, for the time specified in this agreement, but may be withdrawn from Exhibition at any time by the Institution. The work will be returned only to the Lender at the address shown in this agreement unless the Institution is notified in writing. If the legal ownership of the loan shall change during the period of the loan, the new owner may, prior to its return, be required to establish legal right to receive the loan by proof satisfactory to the Institution. Lender may choose to make arrangements for the return of the loan at Lender's expense, including insurance at the loan termination date by notifying Institution in writing 15 calendar days prior to the termination of the Agreement.
5. Except in case of emergency to preserve the Artwork, the work will not be cleaned, restored, or otherwise altered without the written consent of the Lender except in an emergency, in which case the Lender will be notified by telephone and in writing.
6. If the work is for sale and is sold during the period of this loan, the Lender shall notify Institution in writing 15 calendar days prior.
7. Except as set forth by Lender above, Lender warrants that it has all right, title of ownership interest in the Artwork, and that the Artwork is not subject to any ownership, lien, encumbrance, copyright infringement or other claim by any other person or entity. Lender agrees that it shall not take any action to limit or affect this warranty during the term of this Agreement unless it obtains the advance written agreement of Institution.
8. This Agreement shall be governed by and construed under the laws of the State of Florida, which shall also be the forum for any litigation arising from or incident to this Agreement. The specific venue for any litigation is the Circuit Court for St. Lucie County, Florida and all trials shall be non-jury trials. The agreement may not be assigned by either party without the express written consent of the other, in advance.
9. This agreement and attachments referenced herein, if any, constitute the entire understanding between the parties with respect to the subject matter hereof and may be amended at any time only upon mutual written agreement of the parties. Any notice to the either party shall be sent to the parties at the addresses set forth above by registered or certified mail, return receipt requested or overnight mail service, with proof of delivery
10. Either party may terminate this Agreement by giving the other party 30 calendar days written notice.





**City Commission Regular Meeting** **12.a.**

**Meeting Date:** 05/06/2019

**Re:** 2808 Avenue B - Request for Demolition

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

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**SUBJECT:**

Resolution No. R19-18 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 2808 Avenue B to show cause why the structure located on the premises should not be condemned and demolished.

**SUMMARY:**

The structure suffered a devastating fire in November 2018 causing extensive damage. To date, there has not been any contact with the owner and a permit application for demolition has not been submitted.

**RECOMMENDATION:**

Staff recommends the City Commission approve Resolution No. R19-18 declaring that the structure located at 2808 Avenue B be condemned and demolished in accordance with the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

**ALTERNATIVES:**

Amend Resolution No. R19-18
Deny Resolution No. R19-18

**RESPONSIBLE STAFF:**

Margaret M. Arraiz, Code Compliance Manager

**COORDINATED WITH:**

Shaun Coss, Building Department Coordinator
Legal Department

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**Fiscal Impact**

**OTHER INFORMATION:**

Cost of demolition will be funded by the Clean & Safe Initiative

**OTHER INFORMATION:**

If demolition is completed by the City of Fort Pierce, the funds are provided by the Clean & Safe Initiative.

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**Attachments**

Resolution 19-R18

Property Maintenance Inspection Report
Certified mail documents
Posting documents
Property Status Statement
Property ID Card
Notice of Unsafe Building
Photos - 12/7/18
Photos - 12/27/18
Photos - 4/24/19

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Peggy Arraiz | 03/21/2019 08:17 AM |
| City Manager | Nick Mimms | 04/26/2019 09:33 AM |

Form Started By: Peggy Arraiz  Started On: 03/21/2019 08:15 AM
Final Approval Date: 04/26/2019

**RESOLUTION NO. 19-R18**

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **2808 AVENUE B** IN FORT PIERCE, FLORIDA 34947 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE **SHALL BE CONDEMNED AND DEMOLISHED**; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO PROCEED WITH SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, The Charter for the City of Fort Pierce, Florida provides the City Commission the authority to declare a building or structure unsafe and require its removal or destruction; and

**WHEREAS**, a public hearing was held before the City Commission on this date, May 6, 2019, to determine if the building or structure located at 2808 AVENUE B, FT PIERCE, FL, 34947 is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community; and

**WHEREAS**, all parties with interest to the property were properly provided notice of the hearing and given the opportunity to show cause why the structure should not be condemned;

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Fort Pierce, Florida;

**SECTION 1**. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

2808 AVENUE B
SANDRA COURT BLK 1 LOT 7 AND W 6 FT OF VAC ALLEY ADJ ON E (OR 1268-2325)
2408-508-0007-000/6

is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community and shall be condemned in accordance with the Charter of the City of Fort Pierce and order its removal by demolition in accordance with the time frames and regulations outlined in the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

**SECTION 2**. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, were provided the opportunity to be heard and to show cause why said building or structure should not be condemned and its removal or destruction required.

DIANNE HUNT
NITA L WILLINGHAM
2808 AVENUE B
FT PIERCE, FL, 34947

**SECTION 3.** The hereinbefore named persons, firms, or corporations are responsible for the removal or demolition of the building or structure and should such parties fail to demolish the building or structure as required by order of the City Commission, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien upon said property.

**SECTION 4.** The hereinbefore named persons, firms, or corporations shall have the right to appeal this resolution to the Circuit Court of St. Lucie County, within thirty (30) days of the effective date of this resolution pursuant to the Florida Rules of Appellate Procedure.

**SECTION 5.** A certified copy of this resolution shall be mailed by registered or certified mail to the hereinbefore named persons, firms, or corporations, by the City Clerk for the City of Fort Pierce, Florida.

**SECTION 6**. This resolution shall be effective immediately upon final adoption by the Commission.

**IN WITNESS HEREWITH**, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____, 20____.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Peter J. Sweeney, Esq.
City Attorney

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

# Property Maintenance Inspection Report

Property Address: 2808 Avenue B
Parcel ID #: 2408-508-0007-000-6

House Color: Grey
# of Units: 1
Historic?: No

Type of Structure: Single Family Residence
Building Occupied: No
Time to Comply: 30 Days

Action to be take - Select all that apply

- ○ Unsafe Building - Rehab
- ◉ Unsafe Building - Demo
- ○ Nuisance Abatement - Board up

Inspector: Shaun Coss
Date: 12/7/2018
Property Posted?: No

Comments: Major fire damage. Recommend demolition unless plans for partial demo and rehab are submitted immediately.

- ○ Active Code Cases
- ○ NONE
- ○ Active Building Permit
- ○ NONE
- ○ Lis Pendens check
- ○ Rehab letter sent
- ○ Demo letter sent
- ○ Nuisance letter sent
- ○ Title search done
- ○ Affidavit recorded

Contact Information [Add new contact]

Contact Info:

Comments:

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

- [x] Unsafe structures

- [x] 108.1.1 - Unsafe structure
  - [x] Lacks adequate protection from fire
  - [x] Contains unsafe equipment
  - [x] All or part of building is likely to collapse
- [x] 108.1.2 - Unsafe equipment
  - [ ] Unsafe boiler / heating equipment
  - [x] Unsafe electrical wiring / device
  - [ ] Unsafe elevator / moving stairway
  - [ ] Flammable liquid containers within structure
  - [ ] Other unsafe equipment
- [x] 108.1.3 - Structure unfit for human occupancy
  - [x] Unsafe or unlawful
  - [x] Unsanitary / contains filth / contamination
  - [ ] vermin or rat infested
  - [x] lacks illumination
  - [ ] Location of structure constitutes a hazard
  - [x] lacks ventilation
  - [x] lacks heat
  - [x] lacks maintenance
  - [x] lacks sanitary facilities
- [ ] 108.1.4 - Unlawful structure
  - [ ] Occupied by more persons than permitted
  - [ ] Erected, altered or occupied contrary to law
- [x] 108.1.5 - Dangerous structure or premises
  - [ ] (1) Any door, aisle, passageway, stairway, or exit that does not comply to requirements for exiting the building
  - [ ] (2) The walking surface of means of egress is so warped, worn, loose, torn or otherwise unsafe to provide means of egress.
  - [x] (3) Any portion of a structure damaged by fire, wind, flood, earthquake, deterioration, neglect, abandonment, vandalism or any other cause that it is likely to partially or completely collapse, or to become detached or dislodged.
  - [ ] (4) Any portion of a building, appurtenance or ornamentations that is not of sufficient strength or stability, or is not so anchored or attached to be capable of resisting natural or artificial loads of one and one-half the original designed value.
  - [x] (5) The structure or part of structure because of dilapidation, deterioration, decay, faulty construction, the removal or movement of ground necessary for support or any other reason is likely to collapse or under pining is likely to fail or give way.
  - [x] (6) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
  - [x] (7) The structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance.
  - [ ] (8) Any structure that exists or has been maintained in violation of any specific requirement or prohibition to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
  - [x] (9) Any structure intended to be used for dwelling purposes, due to inadequate maintenance, dilapidation ,decay ,damage, faulty construction, inadequate light, ventilation, mechanical or plumbing system is determined to be unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease.
  - [x] (10) Any structure, due to lack of sufficient fire resistance rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause is determined to be a threat to life or health.
  - [ ] (11) Any portion of a building remains on a site after the demolition of the structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Comments

- [ ] Section 302 - Exterior property areas
- [ ] Section 303 - Swimming Pools, Spas and Hot Tubs
- [x] Section 304 - Exterior Structure
  - [ ] 304.1 - General - The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.
  - [ ] 304.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.
    - [ ] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

| | |
|---|---|
| ☐ | 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. |
| ☐ | 3. Structures or components thereof that have reached their limit state. |
| ☐ | 4. Siding and masonry joints are not maintained, weather resistant or water tight. |
| ☐ | 5. Structural members that have evidence of deterioration or cannot safety support all nominal loads and load effects. |
| ☐ | 6. Foundation systems that are not firmly supported by footings, are not plumb without cracks and breaks and are not properly anchored or cannot support all nominal loads and resisting all load effects. |
| ☐ | 7. Exterior walls that are not anchored to supporting elements or are not plumb or free from holes, cracks, breaks or loose or rotting materials, are not properly anchored and not able of supporting all nominal loads and resisting load effects. |
| ☐ | 8. Roofing that have defects that admit rain, roof surfaces with inadequate drainage, or any portion that is not in good repair with signs of deterioration, fatigue or without property anchorage and incapable of supporting all nominal loads. |
| ☐ | 9. Flooring with defects that affect serviceability or that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects. |
| ☐ | 10. Veneer, cornices, belt courses, corbels, trim , wall facings not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting load effects. |
| ☐ | 11. Overhang extensions or projections including trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or anchored with connections unable to support all nominal loads. |
| ☐ | 12. Exterior stairs, decks, porches, balconies and all attachments such as guards and handrails are not structurally sound, not properly anchored or anchored with connections unable to support all nominal loads and resisting all load effects. |
| ☐ | 13. Chimneys, cooling towers, smokestacks not properly anchored or that are anchored with connections unable to support all nominal loads and resisting all load effects. |
| ☒ | 304.2 - Protective Treatment - Exterior surfaces, including doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior surfaces shall be protected from elements and decay by painting or other protective treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion. |
| ☐ | 304.3 - Address identification - Buildings shall be provided with approved address identification that are legible and placed to be visible from the street fronting the property. They must contrast with their background, be numerical and a minimum of 4" tall. |
| ☒ | 304.4 - Structural members - Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads. |
| ☐ | 304.5 - Foundation walls - Foundation walls shall be maintained plumb and free from cracks and breaks and shall be kept n such condition so as to prevent the entry of rodents and other pests. |
| ☒ | 304.6 - Exterior walls - Exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration. |
| ☒ | 304.7 - Roofs and drainage - The roof and flashing shall be sound, tight and not have defects that admit rain. Drainage must prevent dampness or deterioration in the walls or interior portion of the structure. Drains, gutters and downspouts must be in good repair and free from obstruction. Roof water shall not be discharged in a manner that creates a public nuisance. |
| ☐ | 304.8 - Decorative features - Cornices, belt courses, corbels, terra cotta trim, wall facing and similar decorative features shall be in good repair with proper anchorage and in safe condition. |
| ☒ | 304.9 - Overhang extensions - Overhang extensions including canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be in good repair and properly anchored and kept in sound condition. All exposed surfaces of metal or wood shall be protected from the elements with weather coating material such as paint or similar surface treatment. |
| ☐ | 304.10 - Stairways, decks, porches and balconies - Every exterior stairway, deck, porch and balcony shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads. |
| ☐ | 304.11 - Chimneys and towers - Chimneys, cooling towers, smoke stacks, shall be structurally safe and sound and in good repair. Exposed surfaces shall be protected by paint or similar surface treatment. |
| ☐ | 304.12 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition. |

- [x] 304.13 - Window, skylight and door frames - Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
  - [ ] 304.13.1 - Glazing - Glazing materials shall be maintained free from cracks or holes.
  - [ ] 304.13.2 - Openable windows - Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
- [ ] 304.14 - Insect screens - Every door, window and other outside opening required for ventilation or food preparation areas shall have tightly fitting screens of minimum 16 mesh per inch and every screen door must have self closing device is good working condition.
- [x] 304.15 - Doors - Exterior doors and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.
- [ ] 304.18 - Building security - Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
  - [ ] 304.18.1 - Doors - Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall have a dead bolt designed to open from the inside without a key.
  - [ ] 304.18.2 - Windows - Operable windows located within 6 ft. above the ground that provides access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.
- [ ] 304.19 - Gates - Exterior gates, gate assemblies, operator systems and hardware shall be maintained in good condition.

Comments

- [x] Section 305 - Interior Structure
  - [ ] 305.1 - General - The interior of a structure and equipment shall be maintained in good repair, structurally sound and in a sanitary condition.
    - [ ] 305.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBD as required for existing buildings.
      - [ ] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
      - [ ] 2. The anchorage of the floor or roof to walls or columns, and walls and columns to foundations is not capable of resisting all nominal loads or load effects.
      - [ ] 3. Structures or components thereof that have reached their limit state.
      - [ ] 4. Structural members are incapable of supporting nominal loads and load effects.
      - [ ] 5. Stairs, landings, balconies, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
      - [ ] 6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
  - [x] 305.2 - Structural members - Structural members shall be maintained structurally sound, and capable of supporting the imposed loads.
  - [x] 305.3 - Interior surfaces - Interior surfaces, including windows and doors,shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked plaster, decaying wood and other defective surface conditions shall be corrected.
  - [ ] 305.4 - Stairs and walking surfaces - Every stair, ramp, landing, balcony, porch, deck or other waling surface shall be maintained in sound condition and good repair.
  - [ ] 305.5 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
  - [x] 305.6 - Interior doors - Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer.

Comments

- [ ] Section 306 - Component Serviceability

| | |
|---|---|
| ☐ | Section 307 - Handrails and guardrails |
| ☐ | Section 308 - Rubbish and garbage |
| ☐ | Section 309 - Pest Elimination |
| ☐ | Section 404 - Occupancy Limits |
| ☐ | Section 502 - Required facilities |
| ☐ | Section 503 - Toilet Rooms |
| ☒ | Section 504 - Plumbing systems and fixtures |
| ☒ | 504.1 General - Plumbing fixtures shall be properly installed and maintained in working order and shall be kept free from obstructions, leaks and defects and be maintained in a safe, sanitary and functional condition. |
| ☐ | 504.2 Fixture clearances - Plumbing fixtures shall have adequate clearances for usage and cleaning. |
| ☐ | 504.3 Plumbing system hazards - Where it is found that a plumbing system in a structure constitutes a hazard due to inadequate service, venting, cross connection, backsiphonage, improper installation, deterioration or damage, they must be corrected. |

Comments

| | |
|---|---|
| ☒ | Section 505 - Water system |
| ☒ | 505.1 General - Every sink, lavatory, bathtub or shower, drinking fountain, water closet shall be properly connected to an approved water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and shows shall have hot/tempered and cold running water. |
| ☐ | 505.2 Contamination - The water supply shall be maintained free from contamination. |
| ☐ | 505.3 Supply - The water supply system shall be installed and maintained to provide a supply of water in sufficient volume and pressure to enable the fixtures to function properly, safely and free from defects and leaks. |
| ☐ | 505.4 Water heating facilities - Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at a minimum temperature of 110 degrees. A gas burning water heater may not be in the bathroom. |

Comments

| | |
|---|---|
| ☒ | Section 506 - Sanitary drainage system |
| ☒ | 506.1 General - Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system. |
| ☒ | 506.2 Maintenance - Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects. |
| ☐ | 506.3 Grease interceptors - Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official. |

Comments

| | |
|---|---|
| ☐ | Section 507 - Storm drainage |
| ☐ | Section 601 - Mechanical - General |
| ☒ | Section 602 - Heating facilities |

- [x] 602.1 Facilities required - Heating facilities shall be provided in structures required by this section.
- [ ] 602.2 Residential occupancies - Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees. Cooking appliances and portable space heaters may not be used as a means of providing required heating.
- [ ] 602.3 Heat supply - Every owner and operator of any building who rents, leases or lets dwelling units or sleeping units shall supply heat to maintain a temperature of 60 degrees in all habitable room, bathrooms and toilet rooms.
- [ ] 602.4 Occupiable work spaces - Indoor occupiable work spaces shall be supplied with heat to maintain a minimum temperature of 65 degrees during the period the spaces are occupied.
- [ ] 602.5 Room temperature measurement - The required room temperatures shall be measured 3 feet above the floor near the center of the room and 2 feet inward from the center of each exterior wall.

Comments

- [ ] Section 603 - Mechanical equipment
- [x] Section 604 - Electrical Facilities
- [ ] 604.1 Facilities required - Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.
- [ ] 604.2 Service - Dwelling units shall be served by a three-wire, 120/240 volt, single phase service with a minimum of 60 amps.
- [x] 604.3 Electrical system hazards - Where it found that the electrical system in a structure constitutes a hazard t the occupants or has inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, the code official shall require the defects to be corrected to eliminate the hazard.
  - [ ] 604.3.1.1 - Electrical distribution equipment, motor circuits, power equipment, transformers, wire cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low voltage fuses, luminaires, ballasts, motors, electronic control, signaling and communication equipment that were exposed to water shall be replaced.
  - [x] 604.3.2.1 - Electric switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire shall be replaced.

Comments

- [ ] Section 605 - Electrical equipment
- [ ] Section 606 - Elevators, escalators and dumbwaiters
- [ ] Section 607 - Duct systems
- [ ] Section 701 - General fire safety requirements
- [ ] Section 702 - Means of egress
- [x] Section 703 - Fire resistance ratings
- [x] 703.1 Fire resistance rated assemblies - The required fire resistance rating of fire resistance rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
- [ ] 703.2 Opening protectives - Required opening protectives shall be maintained in an operative condition. Fire and smoke stop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be clocked or obstructed or otherwise made inoperable.

Comments

- [x] Section 704 - Fire protection systems
- [x] 704.1 General - Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire shall be maintained in operable condition at all times in accordance with the IFC.
  - [ ] 704.1.1 Automatic sprinkler systems - Inspection, testing and maintenance of auto sprinkler systems shall be in accordance with NFPA 25.

- ☐ 704.1.2 Fire department connection - Where the fire department. connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" at least 6" high and words in letters at least 2" high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.
- ☐ 704.2 Single- and multi-station smoke alarms - Single- and multi-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.
  - ☐ 704.2.1 Where required - Existing Group I-1 and R occupancies shall be provided with single station smoke alarms in accordance with Sections 704.2.1.1 through 704.2.1.4. Interconnection and power sources shall be in accordance with Sections 704.2.2 and 704.2.3
    - ☐ 704.2.1.1 Group R-1 - Single or Multi-station smoke alarms shall be installed in all of the following locations in Group R-1: 1 - Sleeping areas; 2 - In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit; 3 - In each story within the sleeping unit, including basement. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level
    - ☐ 704.2.1.2 Groups R-2, R-3, R-4 and I-1 - Single or multi-station alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations: 1 - On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms; 2 - In each room used for sleeping purposes; 3 - In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
    - ☐ 704.2.1.3 Installation near cooking appliances - Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.2.1.1 or 704.2.1.2:
      1 - Ionization smoke alarms shall not be installed less than 20' horizontally from a permanently installed cooking appliance; 2 - Ionization smoke alarms with an alarm silencing switch shall not be installed less than 10' horizontally from a permanently installed cooking appliance; 3 - Photoelectric smoke alarms shall not be installed less than 6' horizontally from a permanently installed cooking appliance.
  - ☐ 704.2.2 Interconnection - Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.
  - ☐ 704.2.3 Power source - Single station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch.
  - ☐ 704.2.4 Smoke detection system - Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single or multi station smoke alarms and shall comply with the following:1 - The fire alarm system shall comply with all applicable requirements in Section 907 of the IFC; Activation of a smoke detector in a swelling or sleeping unit shall initiate alarm notification in the swelling or sleeping unit in accordance with Section 907.5.2 of the IFC; 3 - Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the swelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the IFC.

Comments

Additional Comments

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## Property Identification

Site Address: 2808 Avenue B

Parcel ID: 2408-508-0007-000-6

Account #: 20486

Map ID: 24/08N

Sec/Town/Range: 08/35S/40E

Zoning: R3

Use Type: 0100

Jurisdiction: Fort Pierce

## Ownership

Dianne Hunt
Nita L Willingham

2808 Avenue B
Fort Pierce, FL 34947

## Legal Description

SANDRA COURT BLK 1 LOT 7 AND W 6 FT OF VAC ALLEY ADJ ON E (OR 1268-2325)

## Current Values

| | | | |
|---|---|---|---|
| Just/Market: | $45,700 | Assessed: | $28,885 |
| Exemptions: | $25,000 | Taxable: | $3,885 |

## Historical Values 3-year

| Year | Just/Market | Assessed | Exemptions | Taxable |
|---|---|---|---|---|
| 2018 | $45,700 | $28,885 | $25,000 | $3,885 |
| 2017 | $34,000 | $28,291 | $25,000 | $3,291 |
| 2016 | $31,100 | $27,710 | $25,000 | $2,710 |

## Sale History

| Date | Book/Page | Sale Code | Deed | Grantor | Price |
|---|---|---|---|---|---|
| 12-15-1999 | 1268 / 2325 | XX00 | WD | Vickers Mary C W | $35,000 |
| 05-10-1993 | 0840 / 2423 | XX01 | PR | Waters Mary E | $100 |

## Primary Building Information

Finished Area of this building: 1,416 SF
Gross Area of this building: 1,740 SF

View:
Year Built: 1955
Primary Wall: CB Stucco

Roof Cover: Fibrglss Shg
Frame:
Story Height: 1 Story

Exterior Data

Roof Structure: Gable
Grade: D+
No. Units: 1

Building Type: HD+
Effective Year: 1966
Secondary Wall:

Bedrooms: 3
Full Baths: 1
Half Baths: 1

A/C %: 0%
Heated %: 0%
Sprinkled %: 0%

Interior Data

Electric: AVERAGE
Heat Type:
Heat Fuel:

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: A TL/CON



Image or Sketch unavailable for display

## Total Areas

| | |
|---|---|
| Finished/Under Air (SF): | 1,416 |
| Gross Area (SF): | 1,740 |
| Land Size (acres): | 0.19 |
| Land Size (SF): | 8,400 |
| Total Building Count: | 1 |

## Special Features and Yard Items

| Type | Qty | Units | Year Blt |
|---|---|---|---|
| Driv-Concret | 1 | 720 | 1955 |
| CHAINLINK 4' | 1 | 260 | 1995 |

This information is believed to be correct at this time but it is subject to change and is not warranted.
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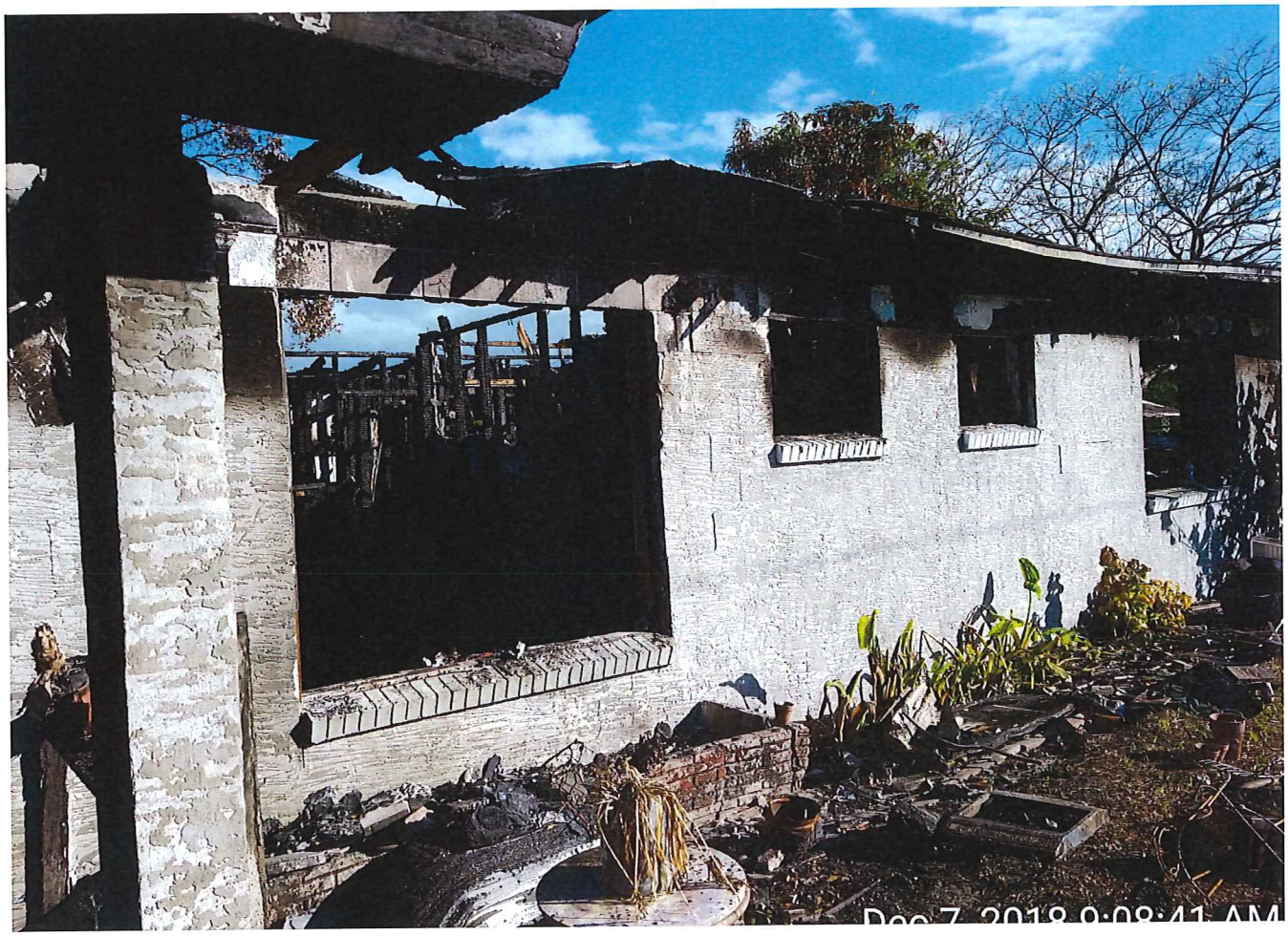
Dec 7, 2018 9:12:37 AM


Dec 7, 2018 9:08:14 AM


Dec 7, 2018 9:08:17 AM


Dec 7, 2018 9:08:32 AM



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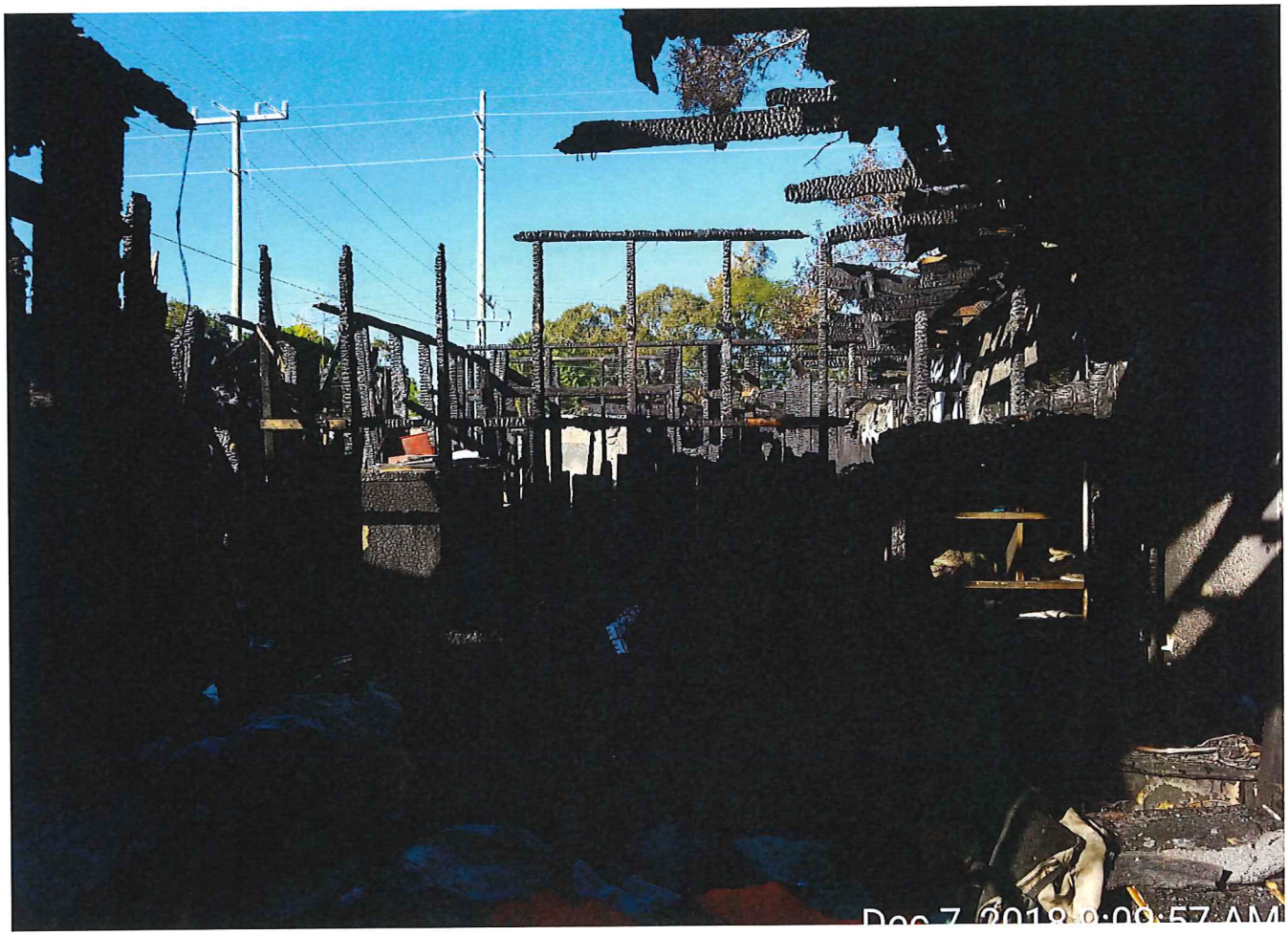


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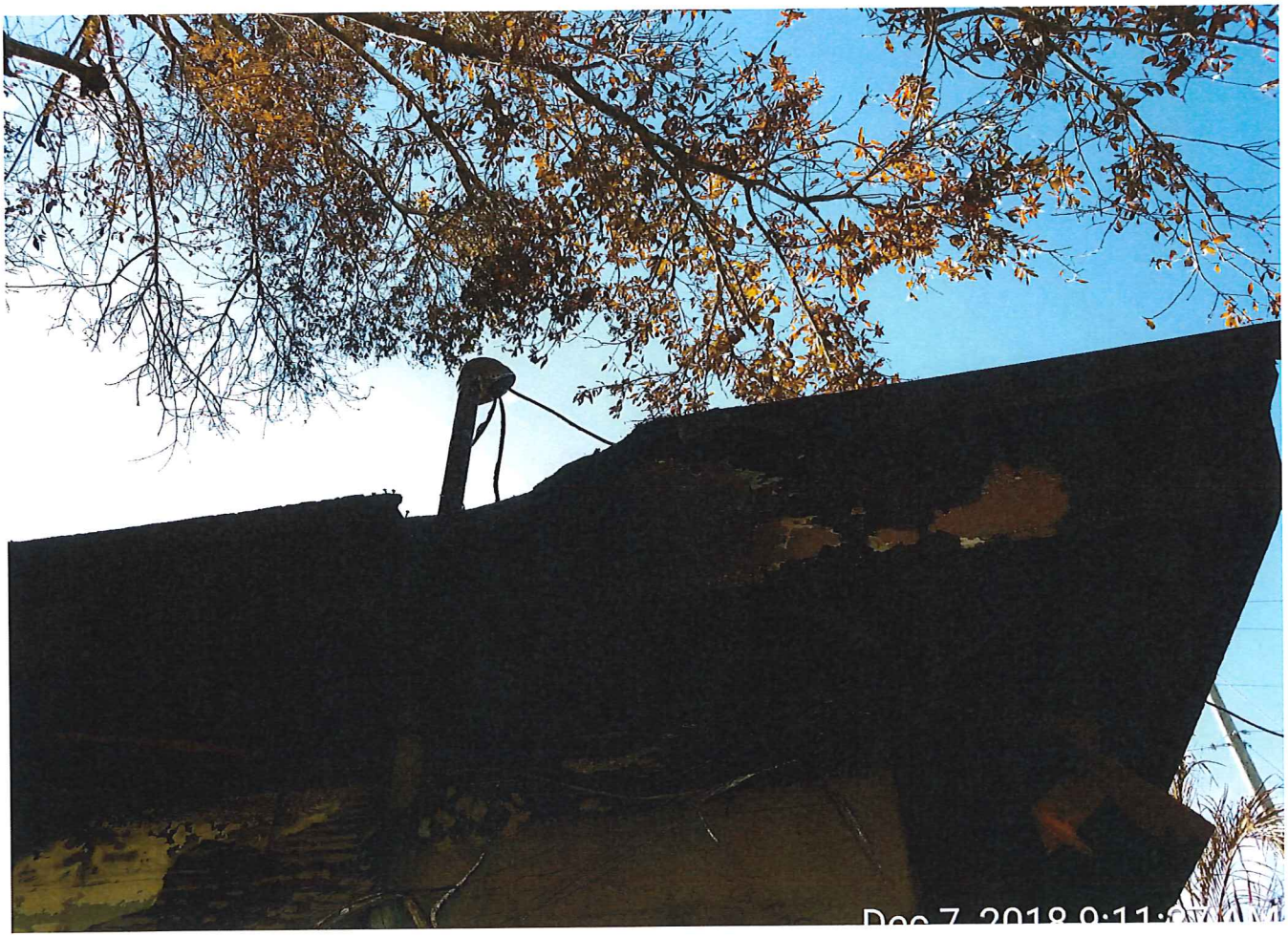


Dec 7, 2018 9:11:45 AM


Dec 7, 2018 9:12:03 AM


Dec 7, 2018 9:12:17 AM


Dec 7, 2018 9:12:24 AM

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

1.

Dianne Hunt
Nita L Willingham
2808 Avenue B
Fort Pierce, FL 34947

2808 Ave B COND-DM 18-2993
mailed: 28-Dec-2018

9590 9402 4052 8079 8960 97

2. Article Number (Transfer from service label)
7018 0040 0000 2906 1552

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X Dianne Hunt
☐ Agent
☐ Addressee

B. Received by (Printed Name) Dianne Hunt
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Delivery Restricted Delivery
- ☐ ...ail
- ☐ ...ail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

# AFFIDAVIT OF POSTING - PLACARD

CASE NO: 18-2993

RE: 2808 AVENUE B

BEFORE ME, the undersigned authority, personally appeared Andy Avery, Code Enforcement Officer, for the City of Fort Pierce, Florida, who after being duly sworn deposes and says:

That the property listed above was posted with a CONDEMNED placard in accordance with the International Property Maintenance Code Section 108.4.

FURTHER AFFIANT SAYETH NOT.

DATED this 27th day of December, 2018.

Andy Avery, Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ST. LUCIE

SWORN TO and SUBSCRIBED before me

this 27th day of December, 2018.

Colleen Greer
NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

COLLEEN GREER
State of Florida - Notary Public
Commission # GG 013803
My Comm. Expires 11-13-2020
Bonded Through
National Notary Assn

C0082421


CONDEMNED
NOTICE TO VACATE
BY THE CITY OF FORT PIERCE
THIS BUILDING HAS BEEN DECLARED UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED
THIS NOTICE SHALL REMAIN POSTED UNTIL THE REQUIRED REPAIRS ARE MADE OR DEMOLITION IS COMPLETED
IT SHALL BE UNLAWFUL FOR ANY PERSON, FIRM, CORPORATION OR THEIR AGENT TO REMOVE SUCH NOTICE WITHOUT THE WRITTEN PERMISSION OF THE CODE OFFICIAL EXCEPT FOR THE PURPOSE OF MAKING THE REQUIRED REPAIRS OR OF DEMOLITION
OWNER: DIANNE HUNT NICOLE WILLINGHAM
ADDRESS: 2808 AVENUE B
CODE OFFICIAL:
DATE POSTED: 12/27/18
Dec 27, 2018 2:18:08 PM


Dec 27, 2018 2:18:18 PM

# CONDEMNED

## NOTICE TO VACATE

## BY THE CITY OF FORT PIERCE

### THIS BUILDING HAS BEEN DECLARED UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED

THIS NOTICE SHALL REMAIN POSTED UNTIL THE REQUIRED REPAIRS ARE MADE OR DEMOLITION IS COMPLETED

IT SHALL BE UNLAWFUL FOR ANY PERSON, FIRM, CORPORATION OR THEIR AGENT TO REMOVE SUCH NOTICE WITHOUT THE WRITTEN PERMISSION OF THE CODE OFFICIAL EXCEPT FOR THE PURPOSE OF MAKING THE REQUIRED REPAIRS OR OF DEMOLITION

OWNER: DIANNE HUNT NITA L WILLINGHAM

ADDRESS: 2808 AVENUE B

CODE OFFICIAL: M. Arruz

DATE POSTED: 12/27/18

# Condemnation for Demolition – Property Status Statement

| Description | Status | Notes: |
|---|---|---|
| **Homestead Status** | Is homesteaded | Confirmed with Property Appraiser and Tax Collector on 04/24/2019 |
| **Occupancy** | Not occupied – vacant | |
| **Prior attempts by owner to remedy violation** | None | |
| **Additional code enforcement activity at the property** | Nothing active or current | |
| **Historic Property** | No | |
| **Utilities** | None | |
| **Building Permits** | None | |
| **Title Search Completed** | Yes | No new parties identified. |

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

## Property Identification

| | | | |
|---|---|---|---|
| Site Address: 2808 Avenue B | Parcel ID: 2408-508-0007-000-6 | Account #: 20486 | Sec/Town/Range: 08/35S/40E |
| Map ID: 24/08N | Zoning: R3 | Use Type: 0100 | Jurisdiction: Fort Pierce |

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Nita L Willingham

2808 Avenue B
Fort Pierce, FL 34947

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|---|---|---|---|---|
| 2018 | $45,700 | $28,885 | $25,000 | $3,885 |
| 2017 | $34,000 | $28,291 | $25,000 | $3,291 |
| 2016 | $31,100 | $27,710 | $25,000 | $2,710 |

## Sale History

| Date | Book/Page | Sale Code | Deed | Grantor | Price |
|---|---|---|---|---|---|
| 12-15-1999 | 1268 / 2325 | XX00 | WD | Vickers Mary C W | $35,000 |
| 05-10-1993 | 0840 / 2423 | XX01 | PR | Waters Mary E | $100 |

## Primary Building Information

Finished Area of this building: 1,416 SF
Gross Sketched Area: 1,740 SF

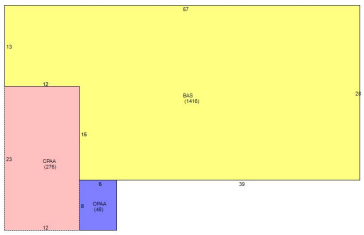
Exterior Data

| | | | |
|---|---|---|---|
| View: | Roof Cover: Fibrglss Shg | Roof Structure: Gable | Building Type: HD+ |
| Year Built: 1955 | Frame: | Grade: D+ | Effective Year: 1966 |
| Primary Wall: CB Stucco | Story Height: 1 Story | No. Units: 1 | Secondary Wall: |

Interior Data

| | | | |
|---|---|---|---|
| Bedrooms: 3 | A/C %: 0% | Electric: AVERAGE | Primary Int Wall: |
| Full Baths: 1 | Heated %: 0% | Heat Type: | Avg Hgt/Floor: 0 |
| Half Baths: 1 | Sprinkled %: 0% | Heat Fuel: | Primary Floors: A TL/CON |





## Total Areas

| | |
|---|---|
| Finished/Under Air (SF): | 1,416 |
| Gross Sketched Area (SF): | 1,740 |
| Land Size (acres): | 0.19 |
| Land Size (SF): | 8,400 |
| Total Building Count: | 1 |

## Special Features and Yard Items

| Type | Qty | Units | Year Blt |
|---|---|---|---|
| Driv-Concret | 1 | 720 | 1955 |
| CHAINLINK 4' | 1 | 260 | 1995 |

This information is believed to be correct at this time but it is subject to change and is not warranted.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

# Notice of Unsafe Building
## Affidavit

Case#: 18-2993

Property Address: 2808 AVENUE B

Tax ID#: 2408-508-0007-000/6

Legal Description: SANDRA COURT BLK 1 LOT 7 AND W 6 FT OF VAC ALLEY ADJ ON E (OR 1268-2325)

Owner(s): DIANNE HUNT
NITA L WILLINGHAM
2808 AVENUE B
FT PIERCE, FL 34947

This AFFIDAVIT certifies that the above property, building, structure or premise is unsafe and the owner(s) of record has been properly served.

12/27/18
Date

Margaret M. Arraiz
Margaret M. Arraiz, City of Fort Pierce, Florida

*Attachment: Notice of Unsafe Building Letter*

This Affidavit shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

---

State of Florida, County of St. Lucie

The foregoing instrument was acknowledged before me this 27th day of December 2018, by Margaret M. Arraiz who is personally known to me.

Colleen Greer
Signature of Notary

*stamp*

COLLEEN GREER
State of Florida - Notary Public
Commission # GG 013803
My Comm. Expires 11-13-2020
Bonded Through
National Notary Assn

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4515890 01/02/2019 02:40:08 PM
OR BOOK 4218 PAGE 1610 - 1614 Doc Type: NOT
RECORDING: $44.00

C0082418

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

December 27, 2018

Case #: 18-2993

DIANNE HUNT
NITA L WILLINGHAM
2808 AVENUE B
FT PIERCE, FL 34947

RE: Address: 2808 AVENUE B
Tax ID #: 2408-508-0007-000/6

Pursuant to the City of Fort Pierce Code of Ordinances and the International Property Maintenance Code (IPMC) s. 108, the property located at the above referenced location has been found to be unsafe and is in violation of the following:

*108.1.1 Unsafe structures.*

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

*108.1.2 Unsafe equipment.*

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

*108.1.3 Structure unfit for human occupancy.*

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

*108.1.5 Dangerous structure or premises.*

For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause



*Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende ingles consiga traducción inmediatamente.*
*Atansyon: Dokuman sa impòtan an rapò avek droi è responsablitè ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun póu nou espliké sa tou suit.*

to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

*304.2 Protective treatment.*

Exterior surfaces, including but not limited to , doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to ruse or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

*304.4 Structural members.*

All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

*304.6 Exterior walls.*

All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

*304.7 Roofs and drainage.*

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

*304.9 Overhang extensions.*

All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

*304.13 Window, skylight and door frames.*

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

*304.15 Doors.*

All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3. 304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

*305.2 Structural members.*

All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

*305.3 Interior surfaces.*

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

*305.6 Interior doors.*

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

*504.1 General.*

All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

*505.1 General.*

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

*506.1 General.*

All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

*506.2 Maintenance.*

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

*602.1 Facilities required.*

Heating facilities shall be provided in structures as required by this section.

*604.3 Electrical system hazards.*

Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

*604.3.2.1 Electrical equipment.*

Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the International Building Code.

*703.1 Fire-resistance-rated assemblies.*

The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

*704.1 General.*

All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code.

---

The building, structure, or premise is condemned and shall be demolished within 30 days unless plans for a partial demolition and rehabilitation are submitted immediately.

The building or structure has been posted with a Condemned placard and ordered vacated to prevent further occupancy until work is completed and the final inspection has been approved. The demolition of the building or structure must fully comply with all local ordinances and the currently adopted Florida Building Code (FBC). **If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with the City of Fort Pierce Charter and all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.**

Should you have questions regarding this matter, you may contact my office at (772) 467-3720.

Sincerely,

Margaret M. Arraiz
Code Compliance Manager
City of Fort Pierce


Dec 7, 2018 9:11:01 AM


Dec 7, 2018 9:11:24 AM


Dec 7, 2018 9:11:27 AM


Y138150
Dec 7, 2018 9:11:45 AM


Dec 7, 2018 9:12:03 AM


Dec 7, 2018 9:12:17 AM


Dec 7, 2018 9:12:24 AM


Dec 7, 2018 9:12:37 AM


Dec 7, 2018 9:08:14 AM


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Dec 7, 2018 9:09:40 AM


Dec 7, 2018 9:09:47 AM


Dec 7, 2018 9:09:57 AM


Dec 7, 2018 9:10:14 AM


Dec 7, 2018 9:10:28 AM


Dec 7, 2018 9:10:37 AM


Dec 7, 2018 9:10:52 AM


Dec 7, 2018 9:10:58 AM


Dec 27, 2018 2:18:35 PM


Dec 27, 2018 2:18:56 PM


Dec 27, 2018 2:19:00 PM


Dec 27, 2018 2:19:24 PM


Dec 27, 2018 2:19:40 PM


CONDEMNED
NOTICE TO VACATE
BY THE CITY OF FORT PIERCE
THIS BUILDING HAS BEEN DECLARED UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED
THIS NOTICE SHALL REMAIN POSTED UNTIL THE REQUIRED REPAIRS ARE MADE OR DEMOLITION IS COMPLETED
IT SHALL BE UNLAWFUL FOR ANY PERSON, FIRM, CORPORATION OR THEIR AGENT TO REMOVE SUCH NOTICE WITHOUT THE WRITTEN PERMISSION OF THE CODE OFFICIAL EXCEPT FOR THE PURPOSE OF MAKING THE REQUIRED REPAIRS OR OF DEMOLITION
OWNER: DIANNE HUNT NITA L WILLINGHAM
ADDRESS: 2808 AVENUE B
CODE OFFICIAL:
DATE POSTED: 12/27/18
Dec 27, 2018 2:18:08 PM


Dec 27, 2018 2:18:18 PM


Apr 24, 2019 1:50:35 PM
Fort Pierce


Apr 24, 2019 1:50:49 PM
Fort Pierce


Apr 24, 2019 1:55:15 PM
Fort Pierce


Apr 24, 2019 1:55:27 PM
Fort Pierce


Apr 24, 2019 1:55:33 PM
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Apr 24, 2019 1:55:47 PM
Fort Pierce


Apr 24, 2019 1:48:44 PM
Fort Pierce


Apr 24, 2019 1:49:09 PM
Fort Pierce


Apr 24, 2019 1:49:29 PM
Fort Pierce


Apr 24, 2019 1:49:41 PM
Fort Pierce


Apr 24, 2019 1:50:22 PM
Fort Pierce

**City Commission Regular Meeting** **12.b.**

**Meeting Date:** 05/06/2019

**Re:** Conditional Use - Patti's Hair Lounge - 808 Delaware Avenue

---

**SUBJECT:**

Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with no new construction submitted by property owner, Michael Menard, to establish Patti's Hair Lounge at 808 Delaware Avenue, Fort Pierce, Florida. The property is zoned Offices-Professional & Business Services (C-1), Parcel ID: 2410-707-0008-000-1.

**SUMMARY:**

The applicant is asking for approval of a Conditional Use in order to accomodate the proposed Patti's Hair Lounge.

**RECOMMENDATION:**

The requested Conditional Use with No New Construction is consistent with City Code and the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare. Staff recommends approval of the Conditional Use as proposed.

**ALTERNATIVES:**

Approval with conditions
Denial

**RESPONSIBLE STAFF:**

Maria Lewicka, AICP
Historic Preservation Planner

**COORDINATED WITH:**

Rebeca Guerra, AICP, LEED-AP, CPD
Interim Planning Director

---

**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

---

**Attachments**

Staff Report
Application
Location Map
Zoning Map
Site Plan

Floor Plan
Property Card
Public Notification Certification
Proof of Publication

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 09:36 AM |

Form Started By: Maria Lewicka Started On: 04/24/2019 03:21 PM
Final Approval Date: 04/26/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

**TO:** Nicholas Mimms, PE, City Manager
Honorable Mayor and City Commission

**THROUGH:** Rebeca Guerra, AICP, LEED-AP, CPD Interim Planning Director

**FROM:** Maria Lewicka, AICP, Historic Preservation Planner

**RE:** **Application for Conditional Use with No New Construction**
**Patti's Hair Lounge/Neighborhood Commercial Service**
**808 Delaware Avenue**

**DATE:** April 22, 2019

## STAFF REPORT

**Property Owner/Applicant:** Michael Menard
1211 South 11th Street
Fort Pierce, FL 34950

**Applicant's Request:** Approval of a Conditional Use Application (No New Construction) for Patti's Hair Lounge.

**Site Location:** 808 Delaware Avenue

**Parcel ID:** 2410-707-0008-000-1

**Current Zoning:** C-1, Office Commercial Zoning District

**Future Land Use:** OP, Offices – Professional & Business Services

**Site Size:** 0.16 acres

**Surrounding Zoning**

| North | East | South | West |
|---|---|---|---|
| R-3 | C-1 | C-1 | C-1 |

**Utilities:** Fort Pierce Utility Authority (FPUA)

## Staff Analysis:

**Request**
In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is asking for approval of a Conditional Use in order to accommodate the proposed Patti's Hair Lounge.

**Background**
The subject building is located in Office Commercial Zoning District (C-1). The Future Land Use of this property is Offices – Professional & Business Services (OP). The proposed 644 square foot hair lounge will replace existing office space.

**Parking Calculations**
There is no additional parking required to accommodate the proposed conditional use (Patti's Hair Lounge).

**Technical Review Committee**
Technical Committee reviewed the request for a Conditional Use at February 21, 2019 meeting. There were no comments at this time.

**Planning Board**
At their April 9th, 2019 meeting, the Planning Board voted unanimously, to recommend approval of the requested Conditional Use.

**Staff Recommendation**
The requested Conditional Use with No New Construction is consistent with City Code and the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare. Staff recommends approval of the Conditional Use as proposed.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
FEB 11 2019
CITY OF FORT PIERCE
PLANNING & ZONING

# Conditional Use – No New Construction

Property address or Location 808 Delaware Ave Ft. Pierce, Florida

Parcel ID #(s) 2410-707-0008-000/1

Project description Patti's Hair Lounge

| | |
|---|---|
| Michael Menard | Michael Menard |
| **Property Owner(s)** | **Applicant/Representative, Title, Company** |
| 1211 South 11th St | 1211 South 11th St. |
| Street Address | Street Address |
| Ft. Pierce Fl 34950 | Ft. Pierce Fl 34950 |
| City State Zip | City State Zip |
| 772 - 528-0897 | 772-528-0897 |
| Phone Number | Phone Number |
| mmenard@architecttonicinc.com | mmenard@architectonicinc.com |
| Email Address | Email Address |

***Property Owner(s) Acknowledgements:*** *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

*Property Owner(s) Signature(s)*

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 8th day of February, 2019, by Michael Menard who is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Melanie Svoboda
My Commission GG 098748
Expires 06/06/2021

Melanie Svoboda
Signature of Notary (seal)

***INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729***

**TO BE COMPLETED BY STAFF**

| Zoning | Future Land Use | Total Acres | Historic District | Historic Designation |
|---|---|---|---|---|
| | | | | Contributing Individual<br>Non-Contributing None |

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

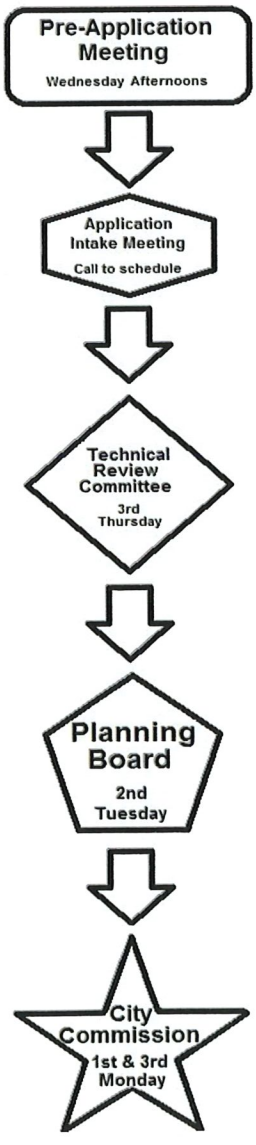
Intake Date Stamp

# ❑ CONDITIONAL USE: NO NEW CONSTRUCTION

***Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:***

- ❑ *If no site improvements are required:*
  - ❑ As-built survey
  - ❑ Floor plan of existing building(s)
- ❑ *If parking and drainage improvements are required:*
  - ❑ As-built survey;
  - ❑ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ❑ Lighting plan
- ❑ Complete, notarized application

**Application Outlook**




*Application Type:*

- ■ Conditional Use: No new construction with no site improvements
- ❑ Conditional Use: No new construction with parking and drainage improvements

***Site Information:***

Building Size 644 Parking Spaces: 3

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

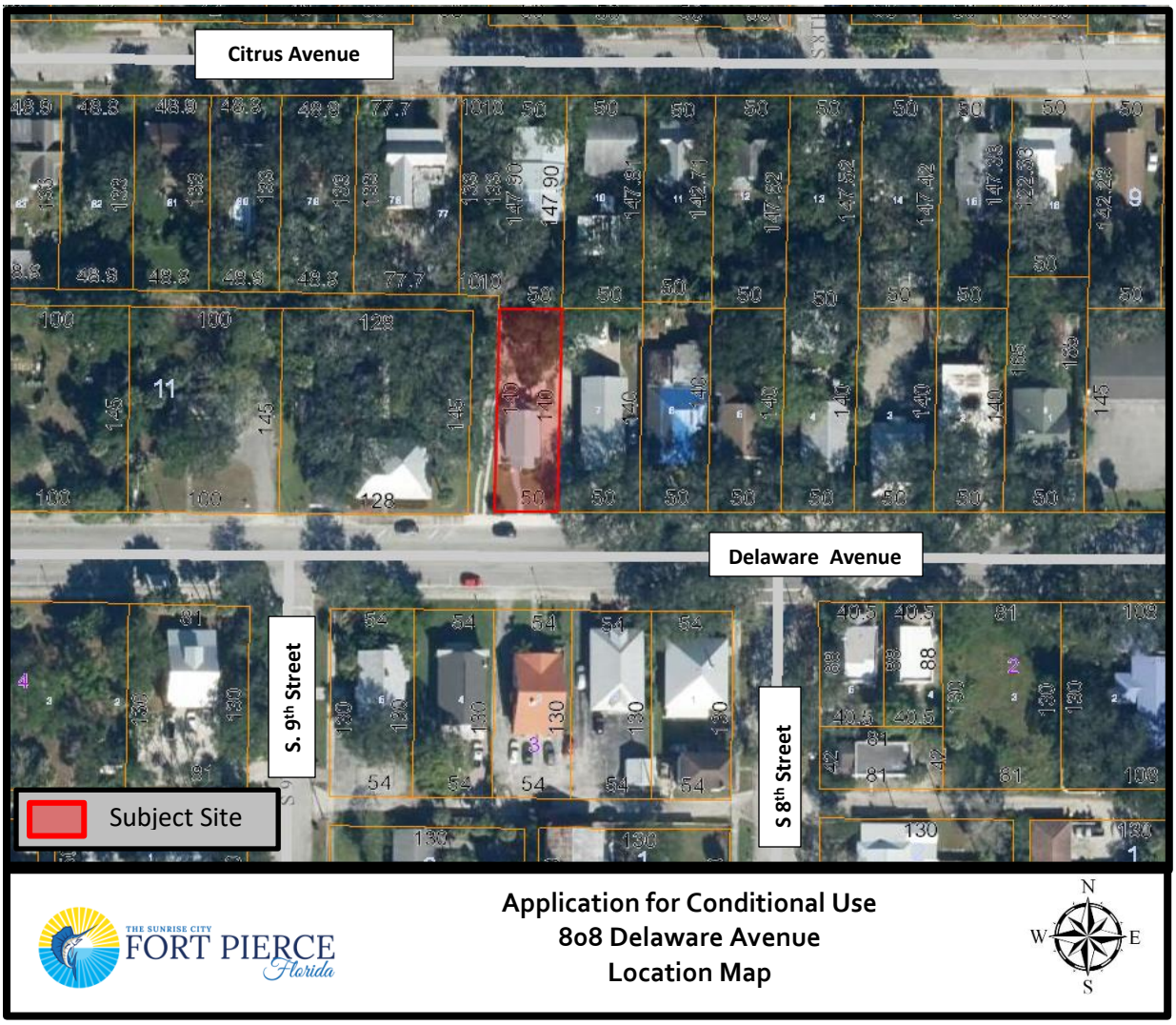
| North | South | East | West |
|---|---|---|---|
| single family | business | business | business |

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

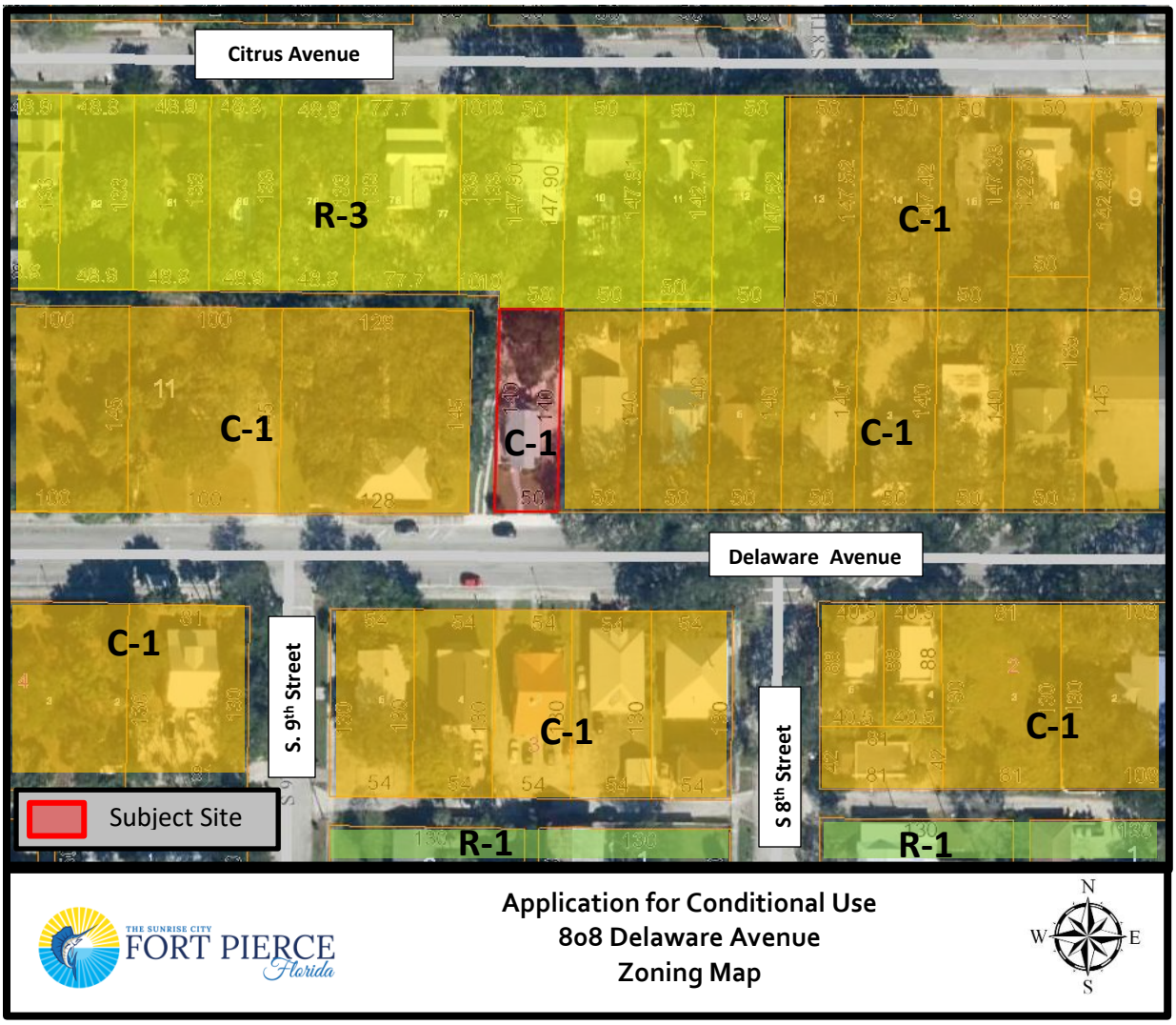
(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.




THE SUNRISE CITY FORT PIERCE Florida

**Application for Conditional Use**
**808 Delaware Avenue**
**Location Map**

N
W E
S




THE SUNRISE CITY FORT PIERCE Florida

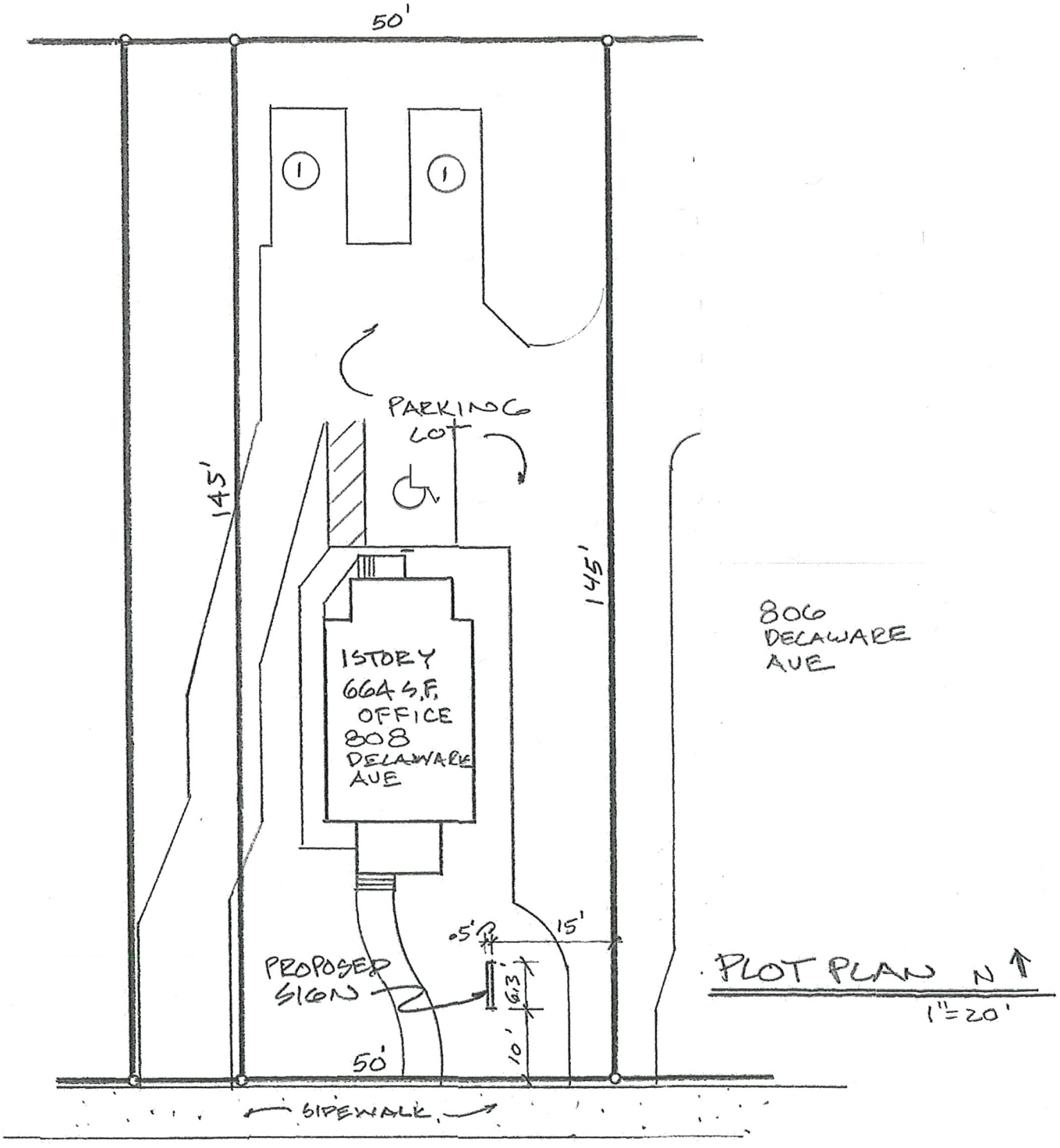
**Application for Conditional Use**
**808 Delaware Avenue**
**Zoning Map**

N
W E
S

# Architectonic Inc

GROUND SIGN
808 DELAWARE AVE.
FT. PIERCE, FLORIDA

2017 FLORIDA BUILDING CODE
160 MPH, EXPOSURE B
RISK CATEGORY II

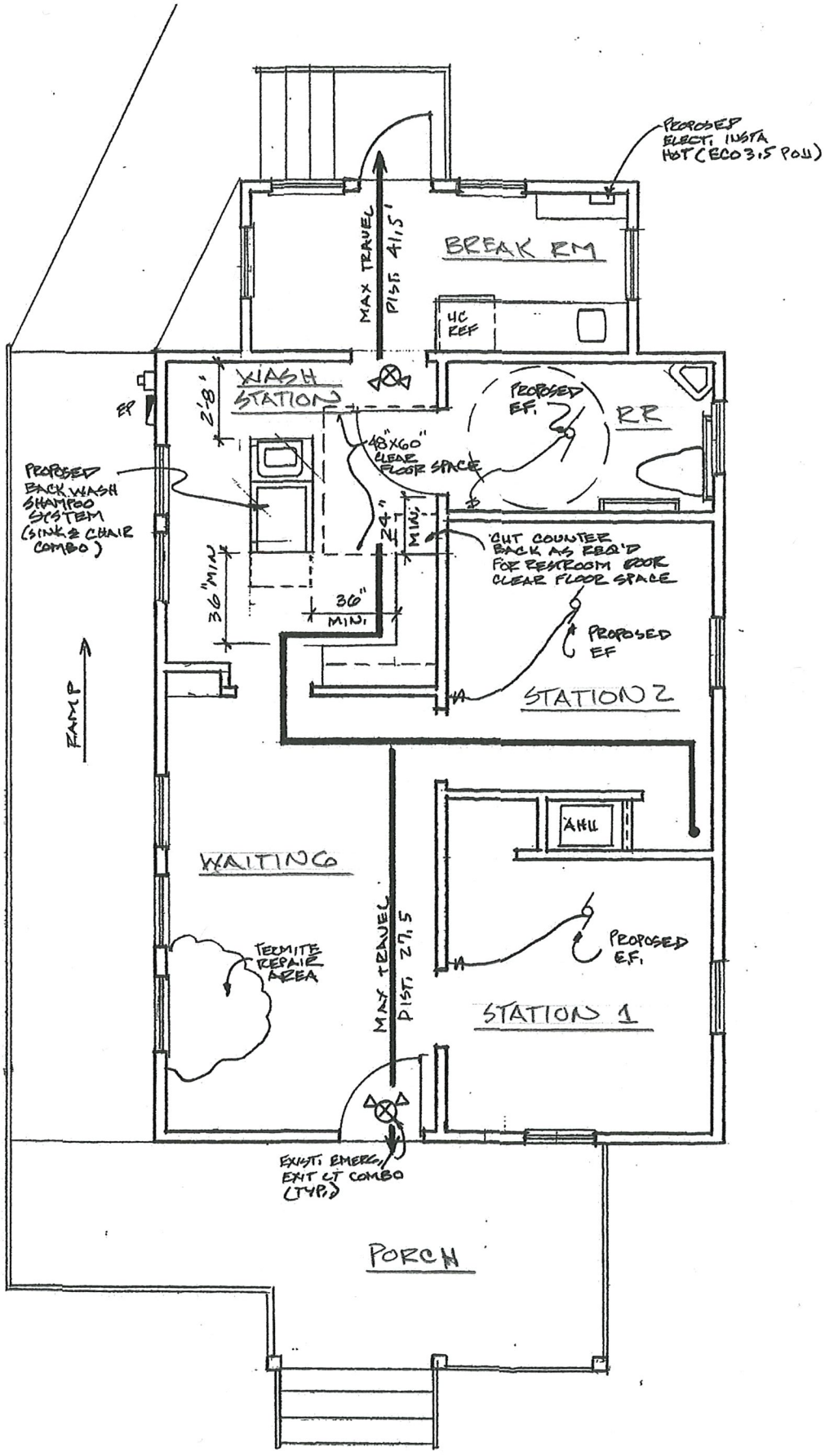




806 Delaware Avenue
Fort Pierce, Florida 34950



Tel: 772 460 7751
Fax: 772 460 4244
www.architectonicinc.com
FL Reg #AA26003348


PROPOSED ELECT. INSTA HOT (ECO 3.5 POU)
BREAK RM
MAX TRAVEL DIST. 41.5'
HC REF
WASH STATION
2'8"
EF
PROPOSED E.F.
RR
48"X60" CLEAR FLOOR SPACE
PROPOSED BACK WASH SHAMPOO SYSTEM (SINK & CHAIR COMBO)
24" MIN.
CUT COUNTER BACK AS REQ'D FOR RESTROOM DOOR CLEAR FLOOR SPACE
36" MIN.
36" MIN.
PROPOSED EF
STATION 2
RAMP
SHELL
WAITING
TERMITE REPAIR AREA
MAX TRAVEL DIST. 27.5
PROPOSED E.F.
STATION 1
EXIST. EMERG. EXIT LT COMBO (TYP.)
PORCH

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

## Property Identification

Site Address: 808 DELAWARE AVE
Sec/Town/Range: 10/35S/40E
Map ID: 24/10S
Zoning: HistoricDi

Parcel ID: 2410-707-0008-000-1
Account #: 23631
Use Type: 1700
Jurisdiction: Fort Pierce

## Ownership

Michael Joseph Menard
806 Delaware AVE
Fort Pierce, FL 34950




## Legal Description

SADIE WHEELER`S S/D LOT 8 (MAP 24/10E)

## Current Values

| | |
|---|---|
| Just/Market Value: | $47,300 |
| Assessed Value: | $47,300 |
| Exemptions: | $0 |
| Taxable Value: | $47,300 |

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

## Total Areas

| | |
|---|---|
| Finished/Under Air (SF): | 644 |
| Gross Sketched Area (SF): | 740 |
| Land Size (acres): | 0.16 |
| Land Size (SF): | 7,000 |

## Sale History

| Date | Book/Page | Sale Code | Deed | Grantor | Price |
|---|---|---|---|---|---|
| Sep 5, 2018 | 4180 / 0884 | 0001 | WD | Stallings Glenn A | $67,000 |
| Jul 22, 2004 | 2025 / 0584 | XX00 | WD | Cook + Menard Architecture Inc | $65,000 |
| Jan 4, 2001 | 1355 / 2369 | XX02 | WD | Perkinson Maurice L | $73,500 |
| Dec 1, 1982 | 0392 / 0797 | XX01 | CV | | $0 |

## Building Information (1 of 1)

Finished Area: 644 SF

Gross Sketched Area: 740 SF

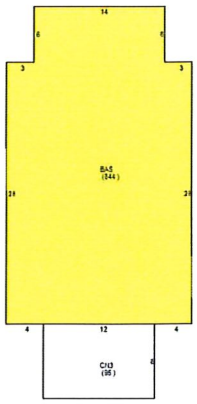
### Exterior Data

| | | |
|---|---|---|
| View: | Roof Cover: Enam Metal | Roof Structure: Gable |
| Building Type: LROF | Year Built: 1924 | Frame: |
| Grade: Y_C | Effective Year: 1985 | Primary Wall: Wood no Sh |
| Story Height: 1 Story | No. Units: 2 | Secondary Wall: |

### Interior Data

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




## Sketch Area Legend

| Sub Area | Description | Area | Fin. Area | Perimeter |
|---|---|---|---|---|
| BAS | BASE AREA | 644 | 644 | 108 |
| CN3 | CANOPY | 96 | 0 | 40 |

## Special Features and Yard Items

| Type | Qty | Units | Year Blt |
|---|---|---|---|
| CONCRETE LOW | 1 | 1740 | 2001 |
| CONCRET RAMP | 1 | 180 | 2001 |

## Current Year Values

Current Values Breakdown

| | |
|---|---|
| Building: | $22,800 |
| Land: | $24,500 |
| Just/Market: | $47,300 |
| Ag Credit: | $0 |
| Save Our Homes or 10% Cap: | $0 |
| Assessed: | $47,300 |
| Exemption(s): | $0 |
| Taxable: | $47,300 |

Current Year Exemption Value Breakdown

| Tax Year | Grant Year | Code | Description | Amount |
|---|---|---|---|---|

Current Year Special Assessment Breakdown

| Start Year | AssessCode | Units | Description | Amount |
|---|---|---|---|---|
| 1999 | 0041 | 1 | Fort Pierce Stormwater Charge | $54.00 |

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

## Historical Values

| Year | Just/Market | Assessed | Exemptions | Taxable |
|---|---|---|---|---|
| 2018 | $47,300 | $47,300 | $0 | $47,300 |
| 2017 | $47,200 | $47,200 | $0 | $47,200 |
| 2016 | $44,600 | $44,600 | $0 | $44,600 |

| Number | Issue Date | Description | Amount | Fee |
|---|---|---|---|---|
| F00-000027 | Jan 9, 2001 | Demolition | $0 | $0 |
| F00-000028 | Jan 30, 2001 | Alterations/Remodeling | $20,000 | $0 |
| F00-000028 | Jan 30, 2001 | Roof | $0 | $0 |
| BP16-2895 | Nov 16, 2016 | Exterior Siding | $1,500 | $0 |

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Conditional Use – Patti's Hair Lounge – 808 Delaware Avenue

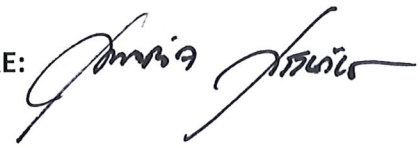
**NOTICES PROVIDED PURSUANT TO:** City Code Section 22-143. Public hearings A,B,C, and D

**NOTICE BY NEWSPAPER:** April 21, 2019

**NOTICE BY MAIL:** April 19, 2019

**NOTICE BY SIGNS:** April 24, 2019

**VERIFIED BY:** Maria Lewicka **TITLE:** Historic Preservation Planner

**SIGNATURE:**  **DATE:** 04/24/2019

# Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

## AFFIDAVIT OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.**

| Customer | Ad Number | Copyline | PO # |
|---|---|---|---|
| 463454 - CITY OF FORT PIERCE (LEGALS) | 2270963 | 5/6/19 LEGAL AD CONDITIONAL USE | |

**Pub Dates**
April 21, 2019

Sworn to and subscribed before me this day of, April 22, 2019, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

**Karol Kangas** **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

**CITY OF FORT PIERCE**
**NOTICE OF PUBLIC HEARING**

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 6, 2019 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1.Application for a Conditional Use with No New Construction submitted by property owner, David Malizia, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of thirty-one (31) days at 1180 Carlton Court, Unit 204A (Apt. D), Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-620-0004-000-9.

2.Application for Conditional Use with New Construction submitted by property owner, Crownman FL LLC to operate a Bed & Breakfast at 515 S. Indian River Drive. The property is zoned Office Commercial (C-1), Parcel ID: 2410-810-0001-000-9.

3. Application for Conditional Use with No New Construction submitted by property owner, Michael Menard, to establish Patti's Hair Lounge/Neighborhood Commercial Service at 808 Delaware Avenue, Fort Pierce, FL. The property is zoned Office Commercial (C-1), Parcel ID: 2410-707-0008-000-1.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 04/21/19
TCN 2270963

**City Commission Regular Meeting** **12.c.**

**Meeting Date:** 05/06/2019

**Re:** Conditional Use - Malizia Dwelling Rental - 1180 Carlton Court 204A (Apt. D)

---

**SUBJECT:**

Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use with No New Construction submitted by property owner, David Malizia, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of thirty-one (31) days at 1180 Carlton Court, Unit 204A (Apt. D), Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-620-0004-000-9.

**SUMMARY:**

- The applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 1180 Carlton Court Unit 204A (Apt. D) to offer lodging of less than six (6) months and a minimum of thirty-one (31) days to guests.
- The subject property is a part of the Carlton Villas of Hutchinson Island Condominiums.
- The subject condo apartment contains two (2) bedrooms and two (2) bathrooms. The subject condo apartment has one (1) designated parking space and shared guest parking spaces for the unit.
- The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).

**RECOMMENDATION:**

The proposed use presents the provision of limited transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends the City Commission **approve** the request with the following conditions:

1) The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and
4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
5) Limit no more than 2 vehicles.
6) Include the City of Fort Pierce Business Tax License number on all advertising.
7) Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages shall be required to be provided by the property owner or permit applicant when one of the following events occur: (4) Plans submitted for site plan, conditional use, PUD/PUR, and subdivision

review. Please install a sidewalk along Alhambra Street connecting to the Carlton Court existing sidewalk.

**ALTERNATIVES:**

Approval with alternative conditions
Denial

**RESPONSIBLE STAFF:**

Vennis Gilmore, Planning Analyst

**COORDINATED WITH:**

Technical Review Committee

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**Fiscal Impact**

**OTHER INFORMATION:**

Potential Increase in Ad-Valorem and Tourism Tax Revenue

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**Attachments**

Staff Report
Aerial Map
Zoning Map
Application
Narrative
Property Card
Site Plan & Parking
Floor Plan
Elevation
Survey
Rental Agreement
Rules & Regulations
TRC Comments
Planning Board Minutes
Public Notification Certification
Proof of Publication

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 09:35 AM |

Form Started By: Vennis Gilmore
Started On: 04/24/2019 08:35 AM
Final Approval Date: 04/26/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

**TO:** Nicholas Mimms, PE, City Manager

**THROUGH**: Rebeca Guerra, AICP, LEED-AP, CPD, Interim Planning Director

**FROM:** Vennis Gilmore, Planning Analyst

**RE:** **Application for Conditional Use**
**Malizia Dwelling Rental**
**1180 Carlton Court Unit 204A (Apt. D)**

**DATE:** April 24, 2019

## STAFF REPORT

**Owner/Applicant:** David Malizia
937 Edwards Road
Fort Pierce, FL 34982

**Applicant's Request:** Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months. The identified minimum rental period is identified as thirty-one (31) days.

**Location(s):** 1180 Carlton Court Unit 204A (Apt. D)

**Parcel ID:** 2401-620-0004-000-9

**Current Zoning:** Hutchinson Island Medium Density Residential Zone (R4-A)

**Future Land Use:** Hutchinson Island Residential (HIR)

**Surrounding Zoning:**

| North | East | South | West |
|---|---|---|---|
| R-4A | R-4A | R4-A | R-4A |

**Utilities:** FPUA

**Staff Analysis:**

***Request***

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 1180 Carlton Court Unit 204A (Apt. D) to offer lodging of less than six (6) months and a minimum of thirty-one (31) days to guests. The subject property is a part of the Carlton Villas of Hutchinson Island Condominiums. The subject condo apartment contains two (2) bedrooms and two (2) bathrooms. The subject condo apartment has one (1) designated parking space and shared guest parking spaces for the unit. The property is zoned Hutchinson Island Medium Density Residential Zone (R4-A).

The property is located at the northwest corner Carlton Court and Alhambra Street. The subject site is surrounded by multi-family housing to the north, west, and south, and to the east.

***Dwelling Rentals***

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) months, is classified as a "Dwelling rental (dwelling unit)", and defined as follows: One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis.

The State of Florida provides further classification of a dwelling is rented for periods of less than one (1) month, declaring the use a "Vacation rental", and defined such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 31 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a Vacation Rental if the duration of stays are less than thirty-one (31) days. The rental of a dwelling for periods at a minimum of thirty-one (31) days, but less than six (6) months is a dwelling rental, but not a Vacation Rental.

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

**Table 1 – Dwelling & Vacation Rental Definitions**

| | **Dwelling Rental** | **Vacation Rental** |
|---|---|---|
| ***Length of Stay*** | Less than 6 months | 30 days or less |
| ***Lodging Type(s)*** | Non-Transient<br>(more than 30 days) | Transient Lodging |
| ***State License Requirement*** | If rented 30 days or less<br>(Vacation Rental) | Division of Hotels & Restaurants – Vacation Rental License |
| ***Public lodging establishment (ADA & Misc. Regulations)*** | If rented 30 days or less<br>(Vacation Rental) | Public lodging establishment |

***Zoning & Land Use***

The subject site is located within the Hutchinson Island Medium Density Residential Zone (R4-A) district which is designed to establish height and density regulations for lands located within the city which are situated east of the Indian River. The R-4A zone is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. Permitted gross residential densities in this district may not generally exceed eight (8) units per acre. Bonus density of up to one additional unit per acre is available as provided for in this section. This district is established because Hutchinson Island is a sensitive barrier island which presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

The Hutchinson Island Residential (HlR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to 8 dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed.

**Parking**
Pursuant to City Code Section 22-60 (d), b. Motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject condo features one (1) parking space for the unit plus additional shared guest parking.

**Conditional Use**
The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. The use as presented features commercial aspects that are not generally appropriate for single-family, low-density environments.

The authorization of a Conditional Use to establish a dwelling rental for periods of less than six (6) months, but greater than thirty-one (31) days would provide an opportunity for consistency with zoning district and land use designation as the use becomes non-transient, minimizing the commercial nature of the use and potential impacts to the surrounding residential neighborhood. The further limitation of other leading effects of the use may provide greater assimilation of the short-term rental within a single-family district.

According to the HOA documents of the Carlton Villas of Hutchinson Island; the owner or owners of the respective unit shall have the right to lease the same provided that all such leases are first approved by the association and are made subject to their Declaration, the Articles of Incorporation of the association and the By-Laws of the association. No Unit may be leased for less than thirty (30) days. There has not been an approved conditional use application for a dwelling rental with the Carlton Villas of Hutchinson Island Condominiums as of April 2019.

**Technical Review Committee**
All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided for viewing by the City Commission.

**Property Owner Response Summary:**
A total of 163 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. An update will be provided to the City Commission at the public hearing.

**Planning Board Recommendation:**
The Planning Board, at their April 9th, 2019 meeting, voted to recommend approval of the request.

**Staff Recommendation**:
The proposed use presents the provision of limited transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends the City Commission **approve** the request with the following conditions:

1) The maximum occupancy ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;
2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;
3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and
4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.
5) Limit no more than 2 vehicles.
6) Include the City of Fort Pierce Business Tax License number on all advertising.
7) Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages shall be required to be provided by the property owner or permit applicant when one of the following events occur: (4) Plans submitted for site plan, conditional use, PUD/PUR, and subdivision review. Please install a sidewalk along Alhambra Street connecting to the Carlton Court existing sidewalk.




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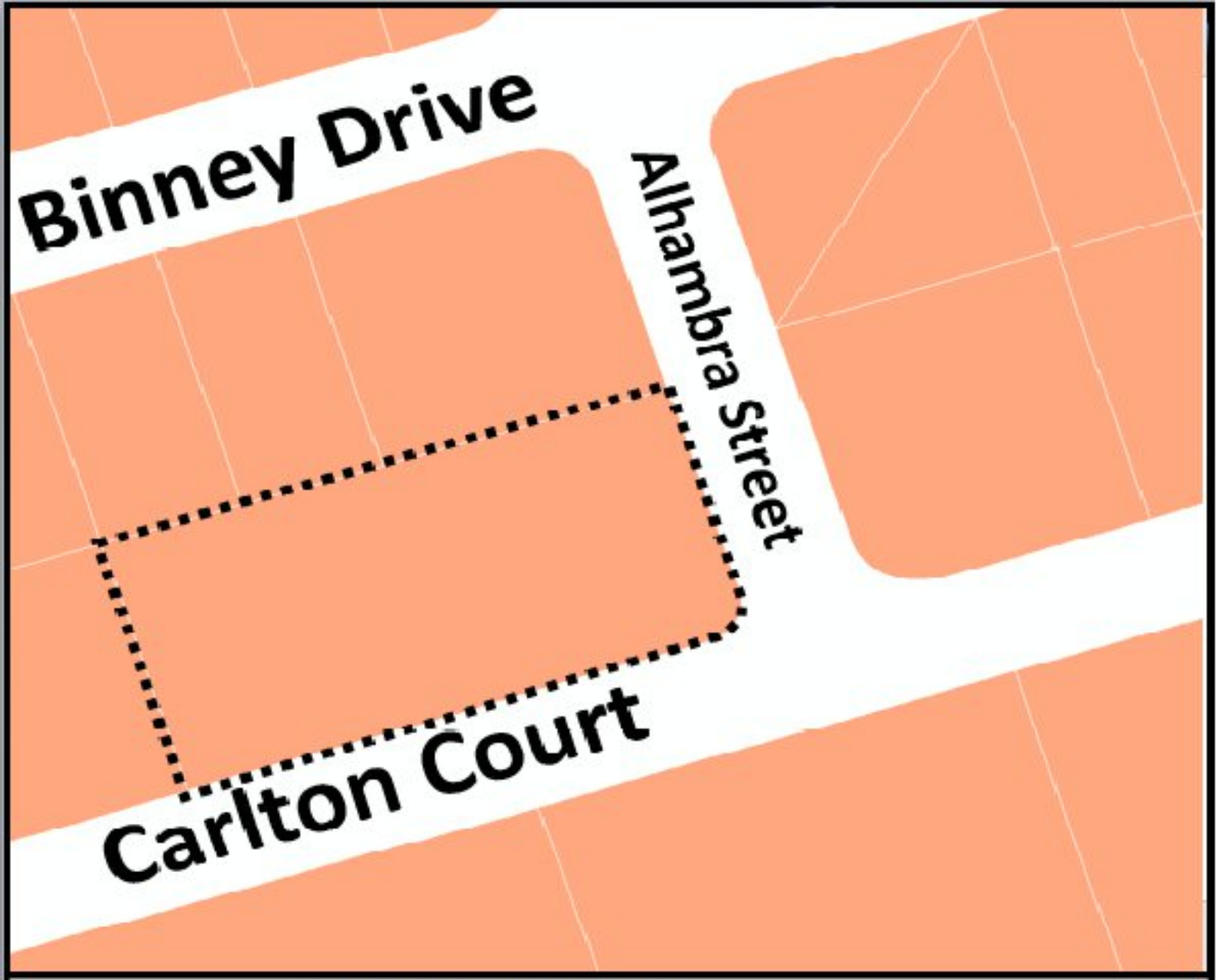
S

**Malizia Dwelling Rental**
**1180 Carlton Court**
**Unit 204A (Apt. D)**

**Aerial Map**

THE SUNRISE CITY
FORT PIERCE
Florida

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W E
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**Malizia Dwelling Rental**
**1180 Carlton Court**
**Unit 204A (Apt. D)**

**R-4A** =

THE SUNRISE CITY
FORT PIERCE
Florida

**Zoning Map**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# Conditional Use – No New Construction

Property address or Location 1180 Carlton Court Unit 204A (D) Ft. Pierce FL. 34949

Parcel ID #(s)

Project description Condo with seasonal Rentals- 31 night min.

David Malizia

**Property Owner(s)**
937 Edwards Road
Street Address
Ft. Pierce FL 34982
City State Zip
772-216-2953
Phone Number
MM52mail@yahoo.com
Email Address

**Applicant/Representative, Title, Company**

Street Address

City State Zip

Phone Number

Email Address

***Property Owner(s) Acknowledgements:*** *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

*Property Owner(s) Signature(s)*

STATE OF FLORIDA -- COUNTY St. Lucie

The foregoing instrument was acknowledged before me this 14 day of Feb, 2019, by David Malizia who is personally known to me or has produced _____ as identification.

Signature of Notary

DAWN D'AURIA
Notary Public, State of Florida
Commission# GG 270098
My comm. expires Oct. 22, 2022

***INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729***

**TO BE COMPLETED BY STAFF**

| Zoning | Future Land Use | Total Acres | Historic District | Historic Designation |
|---|---|---|---|---|
| | | | | Contributing Individual<br>Non-Contributing None |

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

Hello,

I am David Malizia, my wife Donna and I own 1180 Carlton Court D - #204A. We would like to rent out our unit for minimum of 31 days. I will also be the property manager and presently live at 1501 Mariner Blvd. Ft. Pierce FL 34949. This address is also located on South beach in Mariner Bay. I am approx. 4-5 mins. from the Carlton Court rental unit. We purchased the home on Carlton Court in 2016. The home is furnished and makes for a beautiful turnkey rental for seasonal guests.

We have one covered reserved parking spot underneath the building in the rear. The complex also has extra parking spots designated as guest parking, for extra visitors. Out front is two open parking spaces, and in the rear of the units is the covered car port. Carport runs below the rear units and is the length of the building. This is where all of the designated parking spaces are located plus additional parking for guests.

The home is located on the second floor with 2 outside staircases leading up from the courtyard, containing a total of 6 units. 2 are on the first floor and 4 are on the second floor. The complex only contains a total of 16 units. The whole property is rectangular in shape running along the north side of Carlton Court. The homes are in 3 outdoor courtyards. The building is CBS first and partial on the second floors. The buildings have a blue Metal roof and each home has hurricane windows and doors since 2017.

The unit inside is approx. 1100 square feet. 2 bedroom, 2 bath home with a kitchen that has an opening/bar that overlooks the L shaped dining area and living room. Small patio off of the dining area faces south towards the street. Home has built in fire detectors in every room plus 2 fire extinguishers. Tile floors throughout the unit.

Any questions,

I can be reached by phone at 772 216-2953 my cell number.

Thank you,

Sincerely,

David Malizia

2/14/19

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

## Property Identification

Site Address: 1180 CARLTON CT 204A
Sec/Town/Range: 01/35S/40E
Map ID: 24/01D
Zoning: R4A

Parcel ID: 2401-620-0004-000-9
Account #: 15580
Use Type: 0400
Jurisdiction: Fort Pierce

## Ownership

David J Malizia
Donna K Malizia

937 Edwards RD
Fort Pierce, FL 34982

## Legal Description

CARLTON VILLAS OF HUTCHINSON ISLAND UNIT 204A (OR 3864-2321)

## Current Values

| | |
|---|---|
| Just/Market Value: | $96,800 |
| Assessed Value: | $94,600 |
| Exemptions: | $0 |
| Taxable Value: | $94,600 |

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

## Total Areas

Finished/Under Air (SF):
Gross Sketched Area (SF):
Land Size (acres):
Land Size (SF):

## Sale History

| Date | Book/Page | Sale Code | Deed | Grantor | Price |
|---|---|---|---|---|---|
| Apr 19, 2016 | 3864 / 2321 | 0001 | WD | Spadavecchia John N | $96,500 |
| Apr 19, 2016 | 3864 / 2321 | 0001 | WD | Spadavecchia Vincent | $96,500 |
| Aug 7, 2015 | 3778 / 2870 | 0001 | WD | A E And G R Garner Group Inc | $85,000 |
| Apr 7, 2015 | 3734 / 0528 | 0112 | WD | Roldan Pedro X | $129,800 |
| Apr 1, 2008 | 2958 / 0413 | XX00 | WD | A E and G R Garner Group Inc | $175,900 |
| Apr 30, 1996 | 1014 / 2146 | XX02 | WD | | $357,000 |
| Jan 1, 1988 | 0570 / 2042 | XX02 | CV | | $750,000 |

## Building Information (1 of 1)

Finished Area: 1,195 SF

Gross Sketched Area: 1,395 SF

Exterior Data

| | | |
|---|---|---|
| View: | Roof Cover: | Roof Structure: |
| Building Type: X024 | Year Built: 1987 | Frame: |
| Grade: X24A | Effective Year: 1987 | Primary Wall: CB Stucco |
| Story Height: 1 Story | No. Units: 1 | Secondary Wall: |

Interior Data

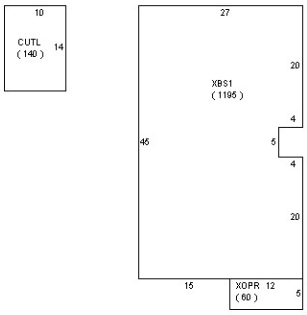
| | | |
|---|---|---|
| Bedrooms: 2 | Electric: | Primary Int Wall: |

Full Baths: 2
Half Baths: 0
A/C %: 0%

Heat Type:
Heat Fuel:
Heated %: 0%

Avg Hgt/Floor: 0
Primary Floors:
Sprinkled %: 0%






## Sketch Area Legend

| Sub Area | Description | Area | Fin. Area | Perimeter |
|---|---|---|---|---|
| CUTL | CONDO UTILITY ROOM | 140 | 0 | 48 |
| XBS1 | Base Floor Living Area (Value Calculated) | 1195 | 1195 | 152 |
| XOPR | Open Porch (Value Calculated) | 60 | 0 | 34 |

## Special Features and Yard Items

| Type | Qty | Units | Year Blt |
|---|---|---|---|

## Current Year Values

Current Values Breakdown

| | |
|---|---|
| Building: | $96,800 |
| Land: | $0 |
| Just/Market: | $96,800 |
| Ag Credit: | $0 |
| Save Our Homes or 10% Cap: | $2,200 |
| Assessed: | $94,600 |
| Exemption(s): | $0 |
| Taxable: | $94,600 |

Current Year Exemption Value Breakdown

| Tax Year | Grant Year | Code | Description | Amount |
|---|---|---|---|---|

Current Year Special Assessment Breakdown

| Start Year | AssessCode | Units | Description | Amount |
|---|---|---|---|---|
| 1999 | 0041 | 0.6 | Fort Pierce Stormwater Charge | $32.40 |

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

## Historical Values

| Year | Just/Market | Assessed | Exemptions | Taxable |
|---|---|---|---|---|
| 2018 | $96,800 | $94,600 | $0 | $94,600 |
| 2017 | $86,000 | $86,000 | $0 | $86,000 |
| 2016 | $78,900 | $78,900 | $0 | $78,900 |

## Permits

| Number | Issue Date | Description | Amount | Fee |
|---|---|---|---|---|
| BP17-1821 | Jul 14, 2017 | | $9,000 | $9,000 |

Window
replacement

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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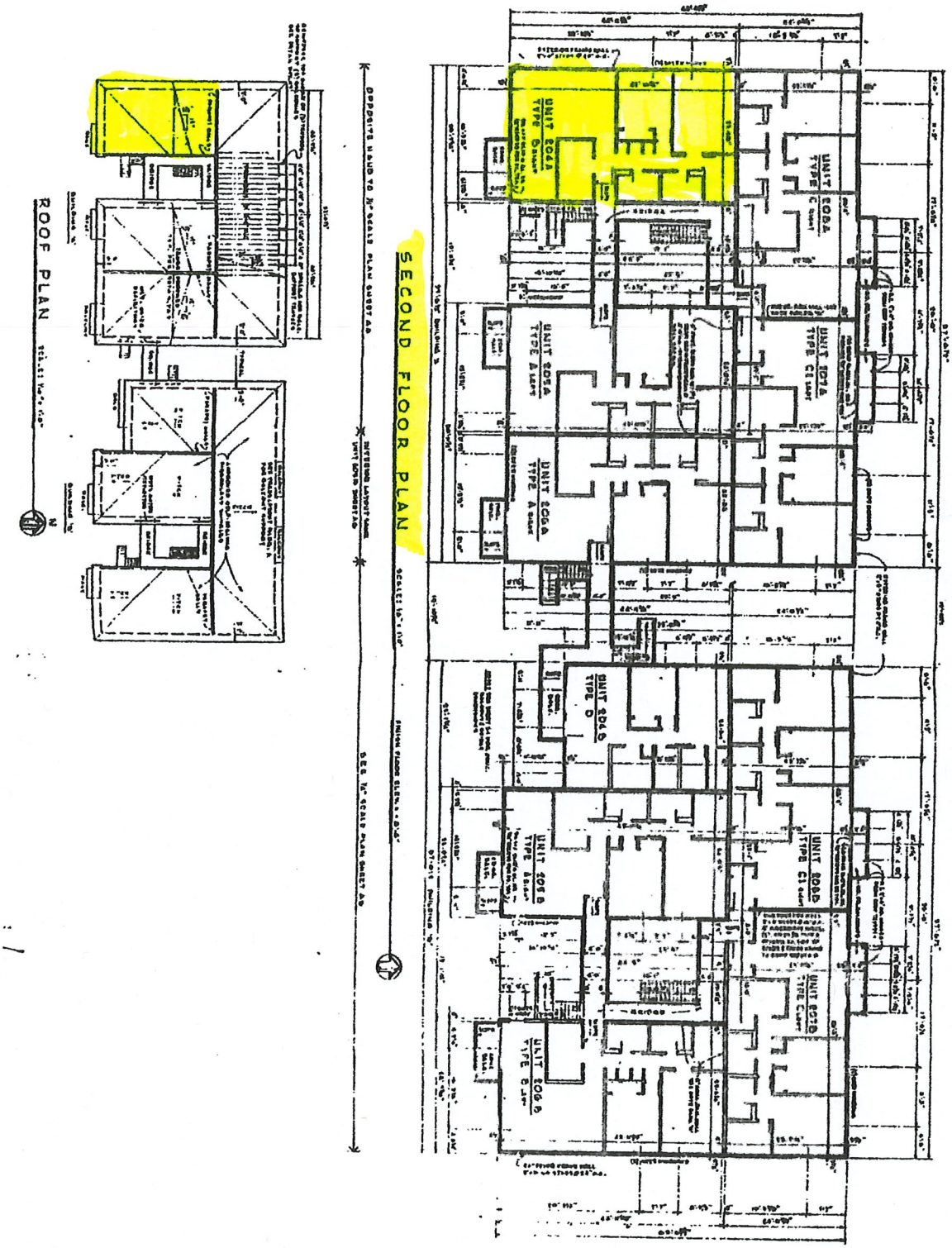
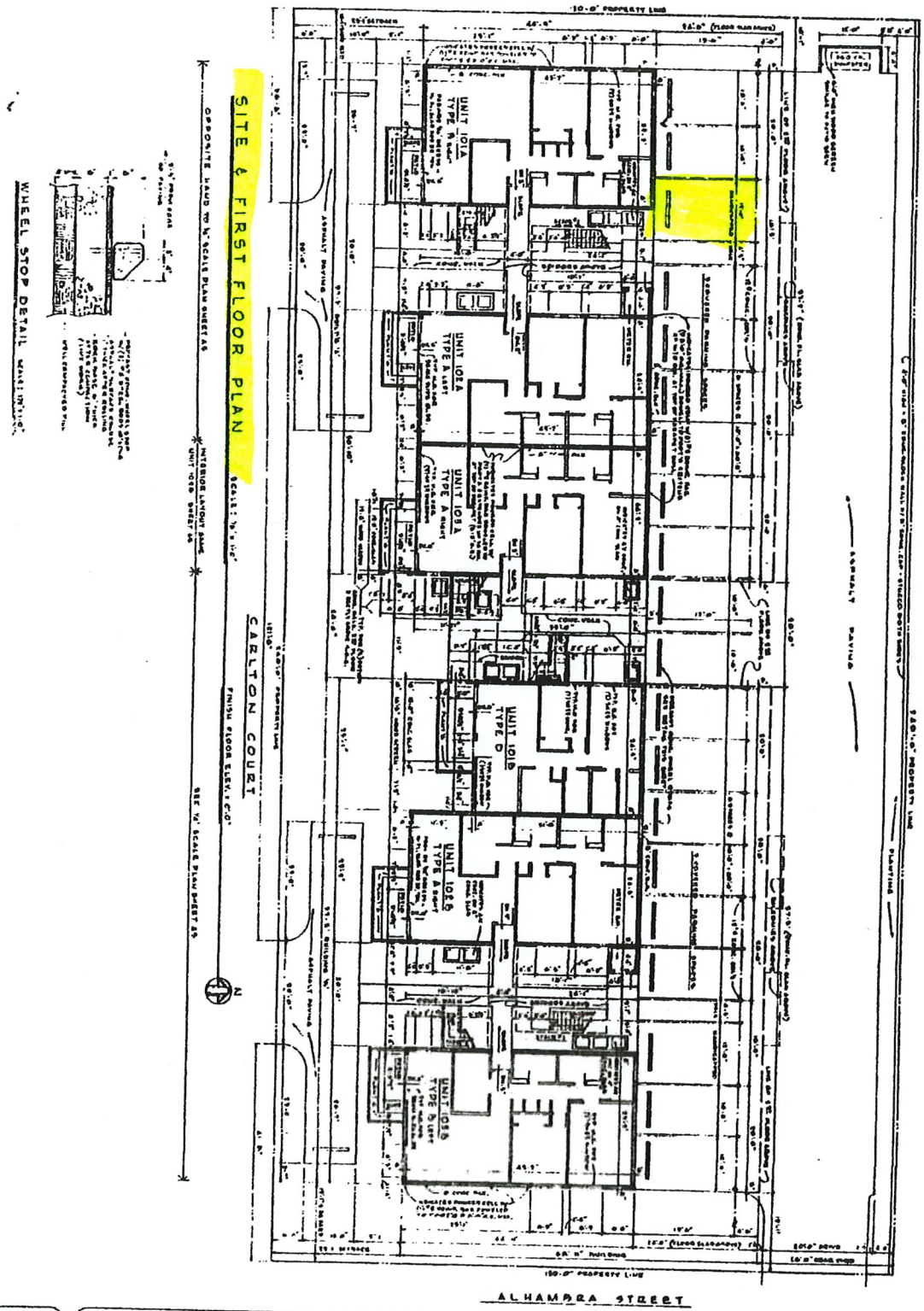



| | | | |
|---|---|---|---|
| A3 sheet: | drawn by: R.L.M. | job no.: 481 01 | CARLTON VILLAS<br>FORT PIERCE, FLORIDA |
| | checked by: J.C. | revisions: | |
| | date: 11 FEB 88 | | |

MATHERS & ASSOC.
engineers surveyors
John G. Coleman architect
206 florida street stuart, florida
305/287/0525 33497

EXHIBIT "B"




PARKING LOCATION

A2 sheet

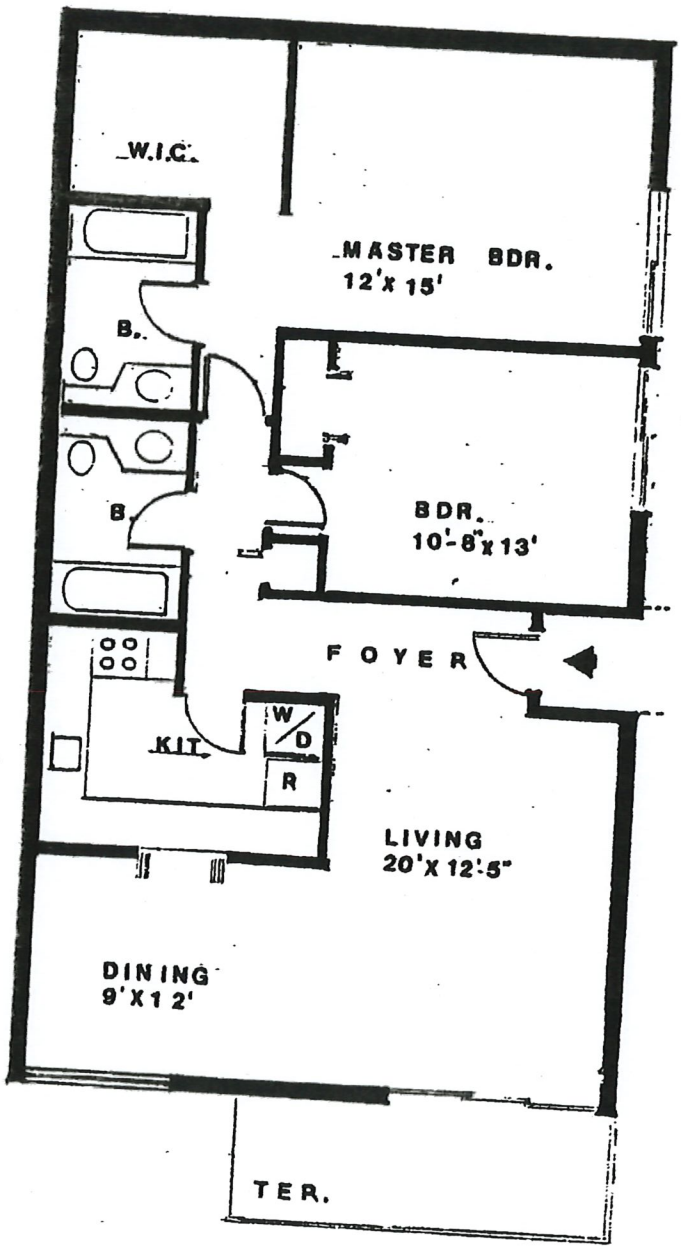
drawn by: H. L. M.
checked by: J. C.
date: 11 FEB 89
job no.: 881 01
revisions:

CARLTON VILLAS
FORT PIERCE, FLORIDA

MATHERS & ASSOC.
engineers surveyors
JOHN D. COLEMAN architect
286 florida street stuart, florida 33497
305/287/0528

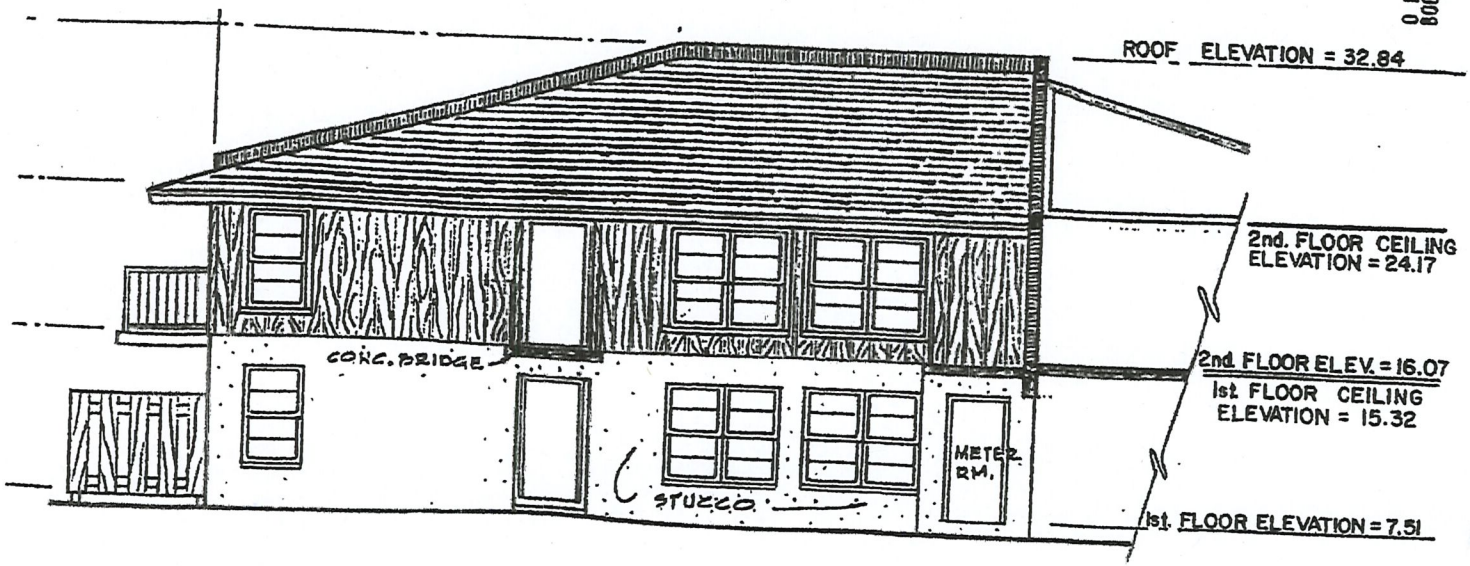
EXHIBIT "B"

# CARLTON VILLAS




UNIT A R.H. 2 FL.

EXHIBIT "D"




AS BUILT ELEVATION PLAN

NOTE: ALL ELEVATIONS SHOWN HEREON ARE BASED UPON MEAN SEA LEVEL DATUM

STEPHEN J. BROWN INC.
285 florida street stuart, florida

PREPARED FOR:
MARTIN - BROWNE INVESTMENTS, INC.

drawn by:
checked by:
date:
scale:
job no.:
revisions:
sheet no.

CERTIFICATE OF SURVEYOR

I, STEPHEN J. BROWN, of Stuart, Florida, certify as follows:

1. That I am a Professional Land Surveyor, duly authorized to practice in the State of Florida, having Florida Certificate of Registration No. 4049.

2. That this Certificate is made in compliance with Chapter 718, Florida Statutes, as to CARLTON VILLAS OF HUTCHINSON ISLAND, a condominium, located in St. Lucie County, Florida.

3. That the construction of West Building "A" and East Building "B", being a part of the improvements described in the foregoing Declaration of Condominium is substanially complete so that with the Survey of land, together with the Site Plan, and the Plot Plans set forth in Exhibits B,C,D,E,F,G,H and I, all of which are attached hereto, showing the completed apartment building(s) and common elements, together with the wording of the foregoing Declaration of Condominium, there can be determined therefrom the identification, location and dimensions of each unit, the common elements and limited common elements and that the aforementioned material is an accurate representation of the location and dimensions of the improvements.

Stephen J. Brown
Professional Land Surveyor
Certificate of Registration No. 4049
State of Florida

SWORN TO AND DESCRIBED before me this 16th day of NOVEMBER, 1987.

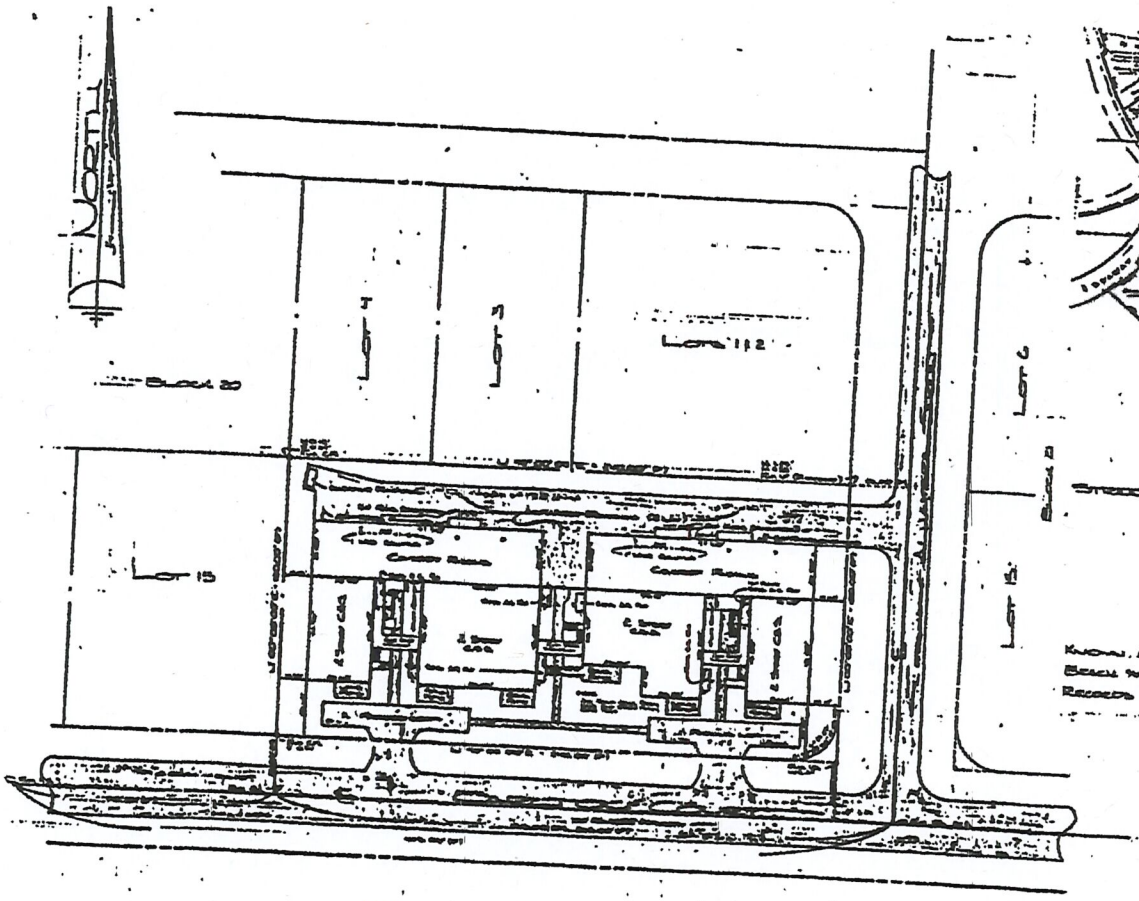
Notary Public, State of Florida

My Commission expires:

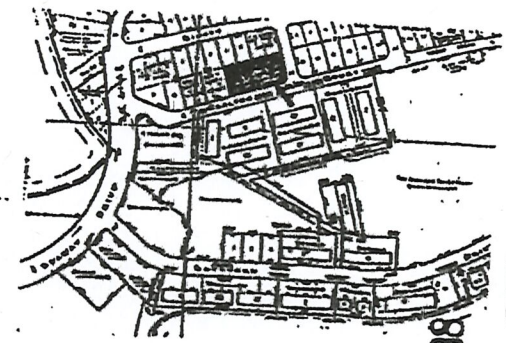
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 22,1991
BONDED THRU GENERAL INS. UND.



LAW OFFICES OF RICHARD D. SNEED, JR., P. A., 700 VIRGINIA AVENUE, SUITE 104-SUN BANK BLDG., FT. PIERCE, FLORIDA 33450 (305) 466-2600




BOUNDARY SURVEY AND AS BUILT SITE PLAN



LOCATION MAP

STREET ADDRESS : CARLTON VILLAS

LEGAL DESCRIPTION

KNOWN AS LOTS 16, 17, 18 & 19, BLOCK 20, FORT PIERCE BEACH 4, AS RECORDED IN PLAT BOOK 6, PAGE 29 PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA

NOTES:

SURVEYOR'S CERTIFICATE

WE HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS SURVEYED UNDER OUR DIRECTION. WE FURTHER CERTIFY THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SPECIFIED IN FLA. ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLA. STATUTES. NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

STEPHEN J. BROWN INC.

Stephen J. Brown Professional Land Surveyor
Registered No. 4246, State of Florida

O R BOOK 570 PAGE 2038

STEPHEN J. BROWN INC.
SURVEYORS-ENGINEERS-LAND PLANNERS-CONSULTANTS
285 Florida street stuart, florida 33497
305/287/0626

TITLE SURVEY
PREPARED FOR :
MARTIN - BROWNE INVESTMENTS, INC.

EXHIBIT "B"

drawn by: | job no.: 444-01-01
checked by: S.J.B. | revisions
date: | date
scale: 1" = 40'

1
sheet

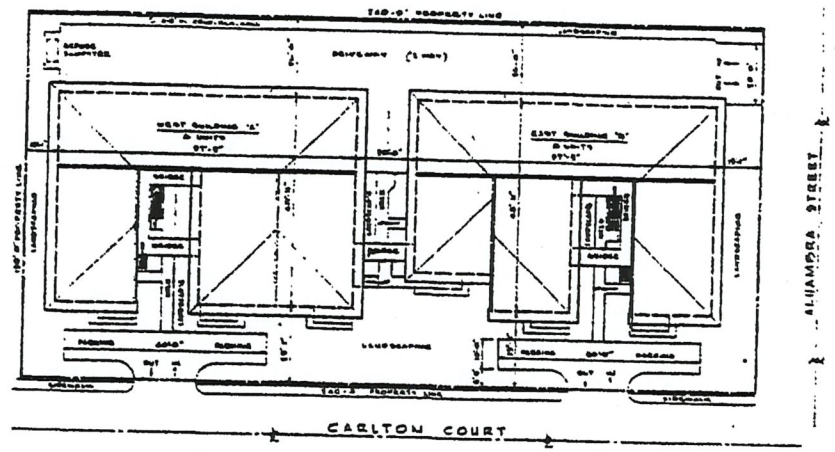
LEGAL DESCRIPTION: [illegible] ST. LUCIE COUNTY, FLORIDA

ZONING DATA:

| | | |
|---|---|---|
| CLASSIFICATION | | R-7 |
| DENSITY | ALLOWED | 24 UNITS/ACRE 900 SQ.FT./UNIT |
| | PROVIDED | 24 UNITS/ACRE 6 UNITS TOTAL |
| GROUND LOT AREA | | 20,000 SQ.FT. |
| GROUND COVERAGE | ALLOWED | 11,520 SQ.FT. OR 40% |
| | PROVIDED | 6,979 SQ.FT. OR 30% |
| SETBACKS | FRONT | 25'-0" |
| | REAR | 25'-0" |
| | INTERIOR SIDE | 10'-0" |
| | STREET SIDE | 15'-0" |
| DISTANCE BETWEEN BUILDINGS | | 20'-0" |
| MAXIMUM BUILDING HEIGHT | | 20'-0" (2 STORIES) |

PARKING DATA:

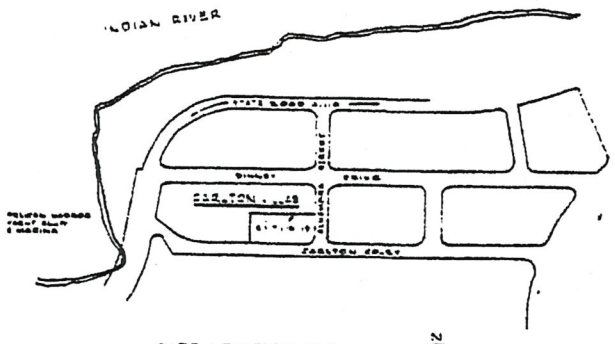
| | |
|---|---|
| REQUIRED | 16 UNITS x 1.5 SPACES/UNIT = 24 SPACES |
| PROVIDED | 16 COVERED SPACES |
| | 8 UNCOVERED SPACES |
| | 24 SPACES TOTAL |




SITE PLAN SCALE: 1/16" = 1'-0"

GENERAL NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]




SITE LOCATION MAP

MATHERS & ASSOC.
engineers surveyors
JOHN D. COLLINS
265 florida street
305/287/0625
33497

CARLTON VILLAS
FORT PIERCE, FLORIDA

drawn by: K.L.M.
checked by: J.C.
date: 11 FEB 85
scale: NOTED

job no.: 841 01
revisions:

A1
sheet

# Rental Agreement

Property Location:
1180 Carlton Court Unit D 204A
Ft. Pierce, FL 34949

Description of Rental:
2 Bedroom, 2 Bath Condo
Second Floor unit, Fully Furnished,
Turn Key Rental Unit.

Renter's Name: ____

Address: _____

Cell Phone _____

Email _____

Total Guests: ___

Date of Arrival:_____ Departure Date: _____

$ 500.00 *Security Deposit, Check #_____ received on _____Deposited on____

Security Deposit will be returned after final inspection of rental unit as long as no damage is found to property. *

To Cancel,
Cancel for a full refund if a named hurricane is to arrive in south Florida.
For health reasons, we can return your full deposit if we find a renter for your dates.

Total Due 10 days before arrival is $ _
( Above amount Does Not include $500 Security Deposit )

Rental Breakdown below:

Rent = $ tax included. ( Nights)

Cleaning Fee is $ 125.00

Pet Fee is $ 175.00

Total: $_____

Please Mail Rent Check to:

David Malizia
937 Edwards Road
Fort. Pierce, FL 34982

*Security Deposit Deductions will apply if one or more of the following is found:
Damage to the home, furniture, carpets, walls, appliances.
No smoking inside the home. Smokers may use back porch or go downstairs.
Extra guests not mentioned by renters.
Cleaning after rental takes longer than 4 hrs.

Owner:_____ Date:_____
David Malizia

Renter:_____ Date:_____

Full payment is due upon arrival date of your rental agreement for personal Checks. All Checks, made out to David Malizia.

Check in time is 4:00 p.m. on the first day of arrival.

Checkout time is 11:00 a.m. on your last day.

Return contract ASAP, dates are not saved until signed contract and deposit are returned to us.

Section 1

Power and Authority of the Association

The association shall have all of the powers that are specified elsewhere in this Declaration of Condominium, the By-Laws of the corporation and the Articles of Incorporation. In addition, the association shall have all of the powers and authorities conferred by the Condominium Act of the State of Florida.

Section 2

Duties of the Association

The association shall perform all of the duties and shall have all of the responsibilities as are elsewhere specified in this Declaration of Condominium, the Articles of Incorporation, the By-Laws and under the Condominium Act of the State of Florida.

Section 3

Compliance

The association shall at all times comply with all of the provisions elsewhere contained in this Declaration of Condominium, the Articles of Incorporation, the By-Laws of the association and the laws of the State of Florida.

Section 4

Rights to Retain Control of the Board of Administration Directors and Provisions with Reference to Transfer of Control

A. Control: When unit owners other than the developer own fifteen percent (15%) or more of the units that will be operated ultimately by the association, the unit owners other than the developer shall be entitled to elect not less than one-third of the members of the Board of the association. Unit owners other



O.R. BOOK 570 PAGE 1987

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than the developer shall be entitled to elect not less than a majority of the members of the Board: (A) three (3) years after sales by the developer have been closed on fifty percent (50%) of the units that will be operated ultimately by the association, or (b) three (3) months after sales have been closed by the developer on ninety percent (90%) of the units that will be operated ultimately by the association, or (c) when all of the units that will be operated ultimately by the association have been completed and some of them have been sold and none of the others are being offered for sale by the developer in the ordinary course of business, or (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever shall first occur. The developer shall be entitled to elect not less than one member of the Board of the association as long as the developer holds for sale in the ordinary course of business not less than five percent (5%) of the units in the condominium operated by the association.

B. Notice: Within sixty (60) days after the unit owners other than the developer are entitled to elect a member of members of the Board, the association shall call and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the unit owners to elect members of the Board. The meeting may be called and the notice given by any unit owner if the association fails to do so.

## XIX.

## Parking

### Section 1

### Assignment of Parking Spaces

The developer shall establish the parking plan and in connection therewith shall allocate and assign one (1) parking



O R BOOK 570 PAGE 1988

space to each unit. Guest parking spaces shall be common elements.

All parking assignments made by the developer applicable to a unit shall be noted on the books of the association. The interest of the unit owner in an assigned space may be assigned only to a subsequent transferee of a unit.

Section 2

Compliance with Parking Plan

When the developer has completed the parking plan, unit owners agree that they will park in their respective allocated space and that such plan shall not be changed or amended except upon the affirmative vote of seventy-five percent (75%) of the unit owners and consent of the unit owners affected. The parking plan shall not be recorded in the Public Records, but the association shall keep said plan in its records and make the same available to unit owners at all times.

XX.

General use Regulations and Restrictions

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation, the By-Laws of the association and the Condominium Act shall be subject to and each owner does agree to abide by the following restrictive covenants and regulations which shall be applicable to all unit owners, their families, guests, servants, invitees, tenants and licensees, to wit:

Section 1

Residential Use

No unit shall be used for any purpose other than for



O R BOOK 570 PAGE 1989

residential purposes except that the developer may use any unsold unit or units as an aid in selling units or as its sales office.

Section 2

Maintenance

All unit owners shall keep and maintain their respective units in good condition and repair and shall promptly pay for all utilities which are separately metered to the unit.

Section 3

Signs, Advertisements, Etc.

No signs, advertisements or posters of any kind shall be displayed anywhere within the limits of the condominium property without the written consent of the association

Section 4

Conduct of Residents

Unit owners, their families, guests, invitees or licensees shall in no way deface, mar, alter, repair or replace any part of the common elements or any balcony or terrace. Unit owners shall be liable to the association for damages caused by any violation of this section.

Section 5

Compliance with Laws

No immoral, improper, offensive or unlawful use shall be made of the condominium property, or of any unit or part thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof shall be observed. Responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be that of the person(s) or entity



O R BOOK 570 PAGE 1990

responsible for the maintenance and repair of the property concerned.

Section 6

Taxes

Real estate taxes on any unit and personal property taxes payable by the unit owners, if any, shall be paid separately by the owner when the same become due and payable.

Section 7

Regulations may be Promulgated by the Association

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the association. All such regulations and amendments thereto shall be approved by a vote of not less than seventy-five percent (75%) of all unit owners. Copies of such regulations and amendments thereto shall be furnished by the association to all unit owners and residents of the condominium upon request.

Section 8

Reservation of Developer's Rights

Notwithstanding anything to the contrary contained anywhere in this Declaration, the developer, until the condominium is completed and all units therein are sold, shall have the right to lease any such unsold units without approval of the association. Such leases shall be for not less than ninety (90) days nor longer than one (1) year. Further, developer may make such use of the unsold units and common areas as may facilitate such sales, including, but not limited to, the maintenance of the sales office, the showing of the property and the display of signs.





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Section 9

Fireworks and Solicitation Prohibited

Fireworks are strictly forbidden anywhere within the condominium project.

Solicitation of any kind on the condominium property is strictly forbidden.

Section 10

Roadways, Speed Limit and Parking

All vehicles of owners regularly driven or parked on the premises must be registered with the manager and properly identified by condominium tag or decal to be furnished by the association.

Lessees will receive a temporary tag on arrival valid for the duration of their lease.

The maximum speed throughout the condominium project is ten (10) miles per hour.

Parking shall not be permitted anywhere upon any of the common elements within the complex except the designated parking area. Parking shall be limited to marked-off parking spaces only.

As has heretofore been stated, each condominium unit shall be assigned one (1) parking space. Guest parking spaces may not be used for parking cars on a permanent basis.

Use of other owners' parkings spaces without their consent is forbidden. Violators will be responsible for any costs involved in moving their vehicle.

Vehicles will be parked inside the marked white lines in such manner as to avoid blocking or restricting the ingress or egress of vehicles to other parking spaces. While away from the premises, the owner's car may be left only in his own assigned parking space. All automobiles must be kept in respectable condition. Such automobiles not kept in a reasonably respectable

condition may be removed from the premises at the owner's expense by the Directors of the association. No vehicle which cannot operate under its own power shall remain on the condominium premises longer than twenty-four (24) hours.

No repairs may be made to any vehicle on the condominium premises except for limited emergency repairs.

No commercial vehicles shall be parked on condominium property overnight.

Guest and invitees of all unit owners must be instructed by their unit hosts to park in the assigned guest parking spaces provided that this shall not prohibit a guest or invitee to park in the space assigned to a unit owner when permission is granted by the unit owner. Handicapped parking has been designated.

Boat trailers, recreational vehicles, all other types of trailers, and all such other like vehicles shall not be parked on condominium property overnight.

Condominium premises, roadways and parking spaces shall not be used for the purpose of storing, cleaning or repairing boats or other watercraft.

The association and the Board of Directors thereof will not be responsible for any damage to vehicles while on the premises.

Any vehicle parked or used in violation of the rules and regulations hereby established may be towed away at the direction of the Board of Directors of the Association at the owner's expense.

Section 11

Sidewalks and Entrances

The sidewalks and entrances and all of the other common elements shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. No bicycles, wagons, chairs, benches, tables, garbage cans, supplies or any other object of similar type or nature shall be



O.R. BOOK 570 PAGE 1993

permitted to be stored or placed thereon. The association may remove such items or articles immediately without notice to the unit owner or the owner of any such item or article. Violators shall be liable for any costs involved in removing or correcting any of the conditions that may exist that violate these provisions.

Section 12

Buildings, Exterior

Painting, altering or otherwise changing the exterior of any unit or common element without complying with other provisions herein contained and without the prior written consent of the Board of Directors is prohibited.

Nothing shall be affixed to or attached to or hung or displayed or placed upon the exterior of the building (including awnings and storm shutters) without the written consent of the Board of Directors.

Nothing shall be hung from the windows or from any other part of the building or exterior stone walls or trees. No clothesline or other similar devices shall be allowed on any portion of the condominium property. The cleaning of rugs, mops or other articles from windows or the cleaning of rugs by beating them on the exterior part of the building is prohibited.

The unit owner shall not grow any type of plant, trees, shrubbery or vine outside his unit or on any condominium property without written consent of the Board of Directors. This prohibition shall not preclude unit owners from maintaining house plants. The Board of Directors may from time to time amend or change the basic landscaping designs in its direction. Any and all unauthorized plantings will be removed and corrected where necessary.

The unit owner shall not place any furniture or equipment outside of his unit.



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Showing or posting of signs, advertisements or notices of any kind is forbidden. Special permission may be given by the Board of Directors for the posting of signs or notices pertaining to the operation of the condominium and social activities and other related activities pertaining to the condominium.

No television antenna, radio antenna or other like aerials shall be erected outside or on top of any building for any purpose whatsoever.

Owners shall be responsible for the replacement of bulbs and light fixtures that operate from within each unit.

Section 13

Buildings, Interior

Units shall be used only as single-family private dwellings by the owners, family members, social guests and tenants of the owner.

Structural additions or alterations to the interior of the unit without prior consent of the Board of Directors and compliance with the other provisions of this Declaration are prohibited.

Drapes, curtains and light colored liners are permitted on the interior of windows and doors. Under no circumstances shall such lining material as aluminum foil, cardboard, or similar material be permitted on the interior or exterior of windows.

The unit owner shall not permit or suffer anything to be done or kept in the units which will obstruct with the rights of the other unit owners.

Residents shall exercise extreme care in the use of their unit so that other residents are not disturbed. The use of musical instruments, radios, televisions or other sound equipment shall be kept at moderate levels so that other residents will not be disturbed.

The unit owner shall not permit or suffer anything to be done or kept in the unit which will increase the rate of insurance upon the condominium property.

The unit owner shall not commit or permit any nuisance, immoral or illegal acts to be maintained or committed in or about his unit or any other condominium property.

The personal property of the unit owner shall be stored within his respective condominium units or storage area and shall not be stored in any halls, breezeways or upon any of the common elements.

Owner shall be held strictly responsible for notifying guests and renters as to the house rules in effect, and violations by guests and lessees and invitees of the owner which cause additional cost to the association shall be assessed to the unit owner.

Section 14

Pets

Pets shall at all times, when outside of the owner's unit, be on a leash not exceeding six (6) feet maximum length. Pets shall be walked and exercised only along the roadway or in the isolated sections of the condominium property away from the common elements, lawn areas, plants and shrub beds. Any excrement accidently dropped in the common elements must be picked up, bagged and moved by the pet owner. The term "pets" shall be construed to be limited to mean cats and dogs not to exceed two (2) "pets" per unit. A pet shall not exceed twenty-five pounds nor twenty-five inches in length.

Any pet causing a nuisance or unreasonable disturbance shall be permanently removed promptly upon written notice given by the Board of Directors.

Failure to obey the rules contained within this section may subject the owner, his guests and lessees to legal action and the

costs and attorneys' fees incurred by the association shall be assessed against the offending unit(s).

Section 15

Refuse Disposal

All waste material and refuse that is not disposable in individual units must be bagged and contained securely.

The unit owner shall contact the association for special handling and instructions with reference to disposal of the same. A commercial dumpster shall be provided by the association.

Section 16

Employees or Independent Contractors

Employees or independent contractors of the association are not permitted to perform personal services for owners during working hours.

Employees or independent contractors are to be instructed, directed and disciplined by the manager of the employee's immediate superior only. Owners must not issue orders or directions to the employees or independent contractors.

Reports concerning the conduct, activities or work habits of an employee or independent contractor should be filed with the manager in writing.

Section 17

Rentals and Guests During Owner's Absence

All provisions of the Declaration of Condominium, By-Laws and policies set out in these condominium papers relating to the rental of units will be strictly enforced.

A lessee may not sublet units.



OR BOOK 570 PAGE 1997

Section 18

Resale

Prior to finalizing a resale, the owner of the unit to be sold must submit to the association notice of an intent to resell his unit. At that time, there shall be furnished to the association a copy of the sales contract and a membership application for the prospective purchaser. At least thirty (30) days before closing the prospective sale, all purchasers may be interviewed by the Board of Directors of the association.

All provisions of the Declaration of Condominium relating to the resale of units will be strictly enforced. Reference should be made to paragraph XXI of this Declaration of Condominium for provisions pertaining to conveyance of ownership of units.

Section 19

Complaints

All complaints of any nature whatsoever are to be made in writing to the management office.

Section 20

Children

No one under eighteen years of age shall own a condominium unit.

All visiting children shall be supervised by a parent or other responsible adult at all times and shall not be permitted to conduct themselves so as to create a nuisance or disturb other residents of the condominium.

The intent of the regulations listed above is to assure maximum use of the facilities for the benefit of all owners, and exceptions will be made only in keeping with that spirit. These rules are made for the benefit of the condominium community as a whole, and any violation of them may result in a loss of privileges or other penalties at the discretion of the Board of Directors.

XXI.

Transfer of Condominium Units or Parcels

Leasing, Time Share Prohibited

Section 1

Sales and Conveyances

Prior to the sale or transfer of a condominium unit or parcel, any member desiring to sell or transfer shall first submit the name of the proposed purchaser and the contract of sale to the Board of Directors for their approval or disapproval. The Board of Directors shall give its approval or disapproval within thirty (30) days from the date of the submission of the contract of sale. If approved, the approval of the Board shall be in writing and shall be executed in such manner as to entitle it to be recorded in the Public Records of St. Lucie County, Florida. If no action is taken by the Board of Directors within thirty (30) days, the transfer shall be deemed to have been approved by the Board of Directors, and the Board shall provide its written consent upon request of the seller or purchaser, which consent shall be executed in such manner as to entitle it to be recorded in the Public Records of St. Lucie County, Florida.

If the transfer be disapproved, the association shall have thirty (30) days from the date of disapproval within which to purchase the condominium parcel upon the same terms and

conditions as are contained in the contract of sale submitted by the owner. If the association fails to exercise its option to purchase within thirty (30) days, or has not provided an approved purchaser who executes a contract of sale upon the same terms and conditions within said time, then the unit owner shall be free to sell and convey to the intended purchaser.

The provisions of this section shall not be applicable to any sale made by the developer or its assigns nor to any sale or transfer made by an institutional mortgagee acquiring title as the result of its foreclosure or by voluntary acceptance of the transfer of title in lieu of such foreclosure nor to a purchaser acquiring title through such foreclosure proceedings, nor to any person accepting title in lieu of such foreclosure, nor to sales made pursuant to order or decree of court in connection with the foreclosure of an institutional first mortgage.

Section 2

Leasing

No unit shall be leased or rented by the respective unit owner thereof for transient or hotel purposes which are hereby defined as (A) rentals for less than thirty (30) days or (B) rentals where the occupants of the unit are to be provided services such as room service for food and beverage, maid service, furnishing of laundry, linens and bellboy service. Other than the foregoing, the owner or owners of the respective unit shall have the right to lease the same provided that all such leases are first approved by the association and are made subject to this Declaration, the Articles of Incorporation of the association and the By-Laws of the association. The leasing of a unit shall not relieve the owner thereof from paying his share of assessments.

Section 3

Exceptions

The provisions of this paragraph XXI shall not apply to:

A. The surviving spouse, lineal descendants, or heirs at law of a unit owner or his devisees under the unit owner's Last Will and Testament who acquire title to the unit of the deceased owner by intestacy or under the Will of the unit owner. Any person acquiring title in either manner shall furnish to the Board of Directors in recordable form such evidence as will legally show the acquisition of title by such person. Such papers or evidence shall be recorded in the Public Records of St. Lucie County, Florida, at the expense of any such person acquiring ownership in the manner herein stated.

B. The restrictions on transfer shall not apply to the surviving spouse of any deceased unit owner where the title to the unit is held by the spouses as tenants by the entirety.

C. These restrictions shall not apply where title to a unit has passed to a joint tenant by right of survivorship where such surviving tenant has previously been approved as an owner. Nor shall the restrictions apply where a joint owner transfers his interest to any other joint owner of a unit who has been previously approved as an owner.

D. The prohibitions against transfer shall not apply to the owner of another unit in the condominium.

Section 4

Time Sharing or Interval Ownership

No time sharing ownership nor interval ownership of any apartment shall be permitted.

XXII.

EQUITABLE SERVITUDES RUNNING WITH THE LAND

All provisions of this Declaration are enforceable equitable

servitudes running with the land and are effective until the condominium is terminated.

XXIII.

OFFICIAL RECORDS

A. From the inception of the association, the association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the association.

1. The plans, permits, warranties, and other items provided by the developer pursuant to F.S. 718.301(4);

2. A photocopy of the recorded declaration of each condominium operated by the association and all amendments thereto;

3. A photocopy of the recorded bylaws of the association and all amendments thereto;

4. A certified copy of the articles of incorporation of the association or other documents creating the association and all amendments thereto;

5. A copy of the current rules of the association;

6. A book or books containing the minutes of all meetings of the association of the board of directors, and of unit owners, which minutes shall be retained for a period of not less than 7 years.

7. A current roster of all unit owners, their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers;

8. All current insurance policies of the association and condominiums operated by the association;

9. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility;

10. Bills of sale or transfer for all property owned by the association;

11. Accounting records for the association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

c. All audits, reviews, accounting statements, and financial reports of the association or condominium.

d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;

12. Ballots, sign-in sheets, voting proxies, and all other papers relating to elections which shall be maintained for a period of 1 year from the date of the meeting to which the document relates;

13. All rental records where the association is acting as agent for the rental of condominium units.

XXIV.

ARBITRATION

Voluntary arbitration of disputes is recommended and, if initiated, will follow the procedures and rules and employ the arbitorators of the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business Regulation. The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in

this provision shall be construed to foreclose parties from proceeding in a trial de novo; if such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of an arbitrator in a court of competent jurisdiction.

XXV.

GENDER

The use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

XXVI.

CAPTION LINES

Caption lines are inserted in this Declaration of Condominium for convenience and reference only and shall not be taken in any way to limit or describe the scope of this Declaration of Condominium or any provision thereof.

XXVII.

SUBMISSION TO CONDOMINIUM

CARLTON VILLAS OF HUTCHINSON ISLAND, a venture of MARTIN-BROWNE INVESTMENTS, INC., the owner in fee simple of the lands described in this Declaration of Condominium does hereby submit said lands to condominium pursuant to the provisions herein contained and exhibits hereto.

XXVIII.

THE CONDOMINIUM ACT OF FLORIDA

All references to the Condominium Act of Florida are to Chapter 718 of the Florida Statutes as it is presently drafted and adopted on the date of this Declaration and does not

incorporate future amendments by reference. This Declaration shall only be amended according to its terms.

EXECUTED this 30 day of June A.D., 1987.

Signed, sealed and delivered in the presence of:

C. Britton Browne Jr.

CARLTON VILLAS OF HUTCHINSON ISLAND, a venture of MARTIN-BROWNE INVESTMENTS, INC.

By: Stuart Martin
Stuart Martin, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized to take acknowledgments, personally appeared STUART MARTIN, known to me to be the President of MARTIN-BROWNE INVESTMENTS, INC., and I certify that he acknowledged executing the foregoing in the presence of two subscribing witnesses as an act of said corporation under authority duly vested in him by said corporation for and on behalf of corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of June A.D., 1987.

Brenda Pooley
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 1, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

David Malizia
937 Edwards Road
Fort Pierce, FL. 34982
**Re: Conditional Use – Malizia Dwelling Rental – 1180 Carlton Court Unite 204A (D)**

Dear Mr. Malizia,

The following are comments from the Planning Department's review of the application for a Conditional Use with No New Construction in the R-4A, Hutchinson Island Medium Density Residential Zone (Please Provide a Written Response and any revisions to all responsible Departments by March 29th to be placed on the April 9th Planning Board Agenda):

**1) The maximum occupancy of the home ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**

**2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**

**3) Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and**

**4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty-one (31) days of Conditional Use approval.**

**5) Limit no more than 2 vehicles.**

**6) Include the City of Fort Pierce Business Tax property control number on all advertising.**

**7) Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages shall be required to be provided by the property owner or permit applicant when one of the following events occur: (4) Plans submitted for site plan, conditional use, PUD/PUR, and subdivision review. Plans shall reflect all proposed sidewalk improvements.**

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@city-ftpierce.com.

Sincerely,

Vennis Gilmore
Planning Analyst

#00-04000015 Malizia Dwelling Rental 1180 Carlton court unt 204 A(D) SB Comments
SANDERS, MARVIN E.
to:
Vennis Gilmore
03/08/2019 01:42 PM
Cc:
"Alicia Rosenthal"
Hide Details
From: "SANDERS, MARVIN E." <marvin.sanders@stlucieschools.org>
To: "Vennis Gilmore" <vgilmore@city-ftpierce.com>
Cc: "Alicia Rosenthal" <arosenthal@City-FtPierce.Com>

The St. Lucie County School District has reviewed the above reference project and have we do not have any comments or concerns.

Please feel free to contact me if you have any questions.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County
Temporary office
582 NW University Blvd., Ste 500
Port St. Lucie, FL 34986

cell 772.216.5755

RECEIVED
MAR 08 2019
CITY OF FORT PIERCE
PLANNING & ZONING

4 OUR CHILDREN
OUR TEACHERS
OUR SAFETY
OUR FUTURE
St. Lucie PUBLIC SCHOOLS
Each Child, Every Day

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
MAR 13 2019
CITY OF FORT PIERCE
PLANNING & ZONING

**TO** : **Vennis Gilmore, Planning Analyst**

**FROM** : **Peggy Arraiz, Code Compliance Manager**

**SUBJECT** : **TRC # 00-04000015 – Malizia Vacation Rental**

**DATE** : **March 12, 2019**

Code Enforcement has the following comments:

1. All standard code enforcement issues are adequately addressed in the introduction letter of the owner, the CCRs of the condominium or in the lease agreement.
2. There is an active Code Enforcement case (19-0202) for operating a vacation rental without a Business Tax Receipt. Please be advised that all ads must be removed until the conditional use process is complete and a Business Tax Receipt has been obtained. Failure to do so will result in the matte being brought before the Special Magistrate and possible fines being assessed and possible suspension of all utilities to the property.
3. The owner is advised that short term rentals of 31 days to 6 months are required to have a SLC tourism tax, a Florida Sales Tax account as well as a City of Fort Pierce Business Tax Receipt.

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

# Technical Review Committee meeting

## March 21st, 2019

Case # 00-04000015

Conditional use, no new construction.

Malizia residence, 1180 Carlton Court, Unit 204A, Ft. Pierce

**Comments:**

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

**To : Vennis Gilmore, Planning Analyst**

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

**Re : 1180 Carlton Court Unit 204A – Malizia Residence**
**Conditional Use - TRC No. 19-04000015**

RECEIVED
MAR 20 2019
CITY OF FORT PIERCE
PLANNING & ZONING

**Date : March 19, 2019**

This is to advise you that we have completed the review of the following documents as received by this office on March 8, 2019:

- [x] Conditional Use Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [ ] Approval of Site Plan
- [x] Approval of Conditional Use
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for conditions of approval

JRA/TST/tst TST

Q:\ENGINEERING\Site Development Projects\Addresses\1180 Carlton Court\Conditional Use\Submittal No. 1 - 030819\CU Approval Memo - 031919.docx

# D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

**Planning Board Minutes**

**OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, APRIL 9, 2019, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

Present: **Michael Broderick**; **Gloria Johnson-Scott**; **Tim O'Connell**; **Brian Paul**; **Jovona Parker**; **Bob Burdge**; **Frank Creyaufmiller**, **Chairman**

Staff Present: **Peter Sweeney**, **City Attorney**
**Linda Cox**, **City Clerk**
**Rebeca Guerra**, **Interim Planning Director**
**Maria Lewicka**, **Historic Preservation Planner**
**Brandon Creagan**, **Planner**
**Vennis Gilmore**, **Planning Analyst**

Attendees: **Marty Sanders, Ex-officio**

**4. CONSIDERATION OF ABSENCES**

All members were in attendance.

**5. APPROVAL OF MINUTES**

a. Minutes from the February 12, 2019 meeting

**Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to approve the minutes from the February 12, 2019 meeting.**

AYE: **Tim O'Connell**, **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

## 6. NEW BUSINESS

### a. Conditional Use - Malizia Dwelling Rental - 1180 Carlton Court 204A (Apt. D)

Mr. Gilmore gave an overview of the application and answered questions from the Board on the sidewalk payment in lieu of and background checks.

Michael McLeod, Resident, asked about the Hollander legal case and its applicability.

David Malizia, Applicant, answered questions from the Board on the homeowner association rental policy.

**Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to forward a recommendation to approve the request with the following conditions:**
**1) The maximum occupancy ensures compliance with City Code Section 8.5-43.**
**-Required space in dwelling units, based upon the size of each unit;**
**2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
**3) Issuance of guide booklets(available from Code Enforcement)for renters regarding local rules and public service resources to minimize conflicts;and**
**4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty(30) days of Conditional Use approval.**
**5) Limit no more than 2 vehicles.**
**6) Include the City of Fort Pierce Business Tax License number on all advertising.**
**7) Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages shall be required to be provided by the property owner or permit applicant when one of the following events occur: (4) Plans submitted for site plan, conditional use, PUD/PUR, and subdivision review. Please install a sidewalk along Alhambra Street connecting to the Carlton Court existing sidewalk.**

AYE: **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Michael Broderick**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

### b. Conditional Use - Patti's Hair Lounge - 808 Delaware Avenue

Ms. Lewicka gave an overview of the application and answered a question on parking.

Mike Menard, applicant, provided history on the building.

**Motion was made by Jovona Parker, and seconded by Gloria Johnson-Scott to forward a recommendation to approve the request.**

AYE: **Jovona Parker**, **Michael Broderick**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Brian Paul**, **Bob Burdge**, **Chairman Frank Creyaufmiller**

Passed

### c. Conditional Use - Crownman Bed & Breakfast - 515 S. Indian River Drive

Mr. Creagan gave an overview of the application and answered questions from the Board on the process the project has been through, the number of bedrooms, and the reason for condition #6.

Ms. Guerra and Mr. Sanders explained to the Board that at the time of building permit the fire protection designer will coordinate with Fort Pierce Utilities Authority regarding the fire main.

David Cleveland, applicant representative, explained the larger fire main is not required for the fire suppression system for the existing building. Mr. Cleveland stated they do not want the requirement of having the property manager live on site. Mr. Cleveland asked the Board to strike condition #6 and amend condition #5 because 14 days is not enough time to get the state licenses.

Ms. Cox stated within 30 days of getting a state DBPR license, the applicant should obtain a local business tax license.

Mr. Sanders suggested the Board look at an appropriate response time to resolve complaints.

Dr. Ronald Lyman, resident, opposed the application.

**Motion was made by Michael Broderick, and seconded by Jovona Parker to forward a recommendation to the City Commission for approval with the following conditions:**
**1) A Lighting Plan or Photometric survey that demonstrates compliance with City Code 22-60 (j)(1)(a)will be required at time of Building Permit**
**2) A Landscape Plan that demonstrates compliance with City Code 22-187, General Landscaping Requirements will be required at the time of Building Permit.**
**3) Registration of the property manager(s) accessible at all times, to resolve complaints or violations of City Code; the property manager shall reside in the boundaries of St. Lucie County.**
**4) Provide a guide booklets for renters regarding local rules and public service resources to minimize conflicts, these are available from the Code Enforcement Department of the City.**
**5)The applicant files for and obtains a City of Fort Pierce, County, and State Business Tax Licenses within thirty (30) days of Conditional Use approval.**

AYE: **Michael Broderick**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Chairman Frank Creyaufmiller**

Passed

d. **Waiver of Distance - The Truth Restaurant - 1721 Avenue D**

Mr. Gilmore gave an overview of the application and answered questions from the Board on the code enforcement infractions.

Ms. Johnson Scott expressed her concern with the location's proximity to other churches and the operating times.

Mr. Broderick expressed concerns with the Technical Review Committee denial from the Code Enforcement and Police Department.

Vincent Barnett, applicant, provided information on the restaurant incident that took place four years ago and Mr. Barnett answered questions from the Board on serving alcohol and code violations at the restaurant.

Ms. Guerra stated there was a code enforcement action that was brought before the magistrate and the magistrate shut the business down due to the severity of the violations.

Leon Hall, resident, spoke in favor of the application and stated all code violations have been taken care of.

Michael McLeod, resident, spoke in favor of the application.

Chairman Creyaufmiller stated he is in a bit of a quandry if a motion was made to approve the application, due to the violations being several years old, possibly the violations were made by someone other than the owner of the restaurant and there are multiple churches near the restaurant's location.

Ms. Parker commented that the sell of beer and wine would not lead to a change, and they have been operating the last 6 months with no violations or complaints from the surrounding churches.

Mr. Sweeney stated if the Planning Board recommends disapproval of the application, a 4/5 majority vote would be needed by the City Commission to approve the Waiver of Distance.

Mr. Broderick asked that the City Commission receive further information to make an informed decision.

Mr. Burdge asked if the city has a mechanism to close the business, if the business becomes a nuisance.

Mr. Sweeney explained there are enforcement provisions that would allow it to move through the special magistrate and there could be a number of outcomes.

Mr. Sanders stated when you undertake a waiver of a code requirement you usually need a plan stating how you plan to operate and why you need the provision waived.

Mr. Broderick asked that Code Enforcement and Police Department be represented at the City Commission meeting.

**Motion was made by Michael Broderick, and seconded by Brian Paul to table the application subject to the City Attorney's office and the Planning department getting the information to the Planning Board, so they can make an informed recommendation to the City Commission.**

AYE: **Tim O'Connell**, **Brian Paul**, **Michael Broderick**
NAY: **Gloria Johnson-Scott**, **Jovona Parker**, **Bob Burdge**, **Chairman Frank Creyaufmiller**
Failed

**Motion was made by Bob Burdge, and seconded by Jovona Parker to recommend approval for the Waiver of Distance.**

AYE: **Tim O'Connell**, **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Michael Broderick**
NAY: **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**
Passed

e. **Text Amendment - Chapter 22 - Board of Adjustment**

Ms. Guerra gave an overview of the Board of Adjustment text amendment and answered questions from the Board regarding the removal of authority of the Historic Preservation Board.

Mr. Broderick stated he is not confident that the City Commission is aware of what they are bringing on to themselves by making the Historic Preservation Board an advisory Board. He said the Board grinds through an extensive amount of minutia and this process is left best to a Board that is highly organized and has a tremendous amount of experience. Mr. Broderick

stated he would prefer this item not move forward because this process is the reverse of expediting the approval, construction and development processes in the city.

Chairman Creyaufmiller expressed his concerns with the additional workload the City Coommission is going to see.

Mr. Broderick asked for more information on what the Board of Adjustment does.

Cathy Wassylenko, resident, stated she is not sure if the City Commission will be effective in making the Historic Preservation decisions. Ms. Wassylenko said the city needs to have people on the Board who are knowledgeable in architecture, and she would like to see an advisory Historic Board with more knowledgeable information so that the decisions being made will preserve the historic character of Fort Pierce.

Holly Theuns, Historic Preservation Board member, stated that maintaining the history of Fort Pierce is an important job that should not be placed on the Commissioners and the Board should remain the same.

Mike McLeod, resident, stated if the city is going to take Historic Preservation seriously, the city needs to define what standard they want the Board to go after and maintain. Mr. McLeod said the standards are too loose and there is not enough guidance for the Board to make quality decisions that leads to consistent outcomes.

Holly Beckwith, resident, is against getting rid of the Historic Preservation Board. She stated if the Historic Board does not have any teeth, then anything can be done with the historic homes.

Mr. Burdge said by making the Historic Preservation Board an advisory Board, the public will have more opportunity to state their case because the City Commission will make the final decision.

Chairman Creyaufmiller stated he does not know enough about the Board of Adjustment and he does not feel comfortable abolishing the Board.

Mr. Broderick asked if it is possible to have an in depth discussion of the case load of the Board of Adjustment, what type of appeals they have been confronted with and what their mission statement is at the next Planning Board meeting.

**Motion was made by Bob Burdge, and seconded by Gloria Johnson-Scott to approve the recommendation of changes.**

AYE: **Brian Paul**, **Jovona Parker**, **Bob Burdge**

NAY: **Tim O'Connell**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Failed

**Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to defer the text amendment vote until the next Planning Board meeting with new and in depth information.**

AYE: **Tim O'Connell**, **Jovona Parker**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

NAY: **Brian Paul**, **Bob Burdge**

Passed

f. **Text Amendment - Chapter 22 - Major and Minor Site Plans**

Chairman Creyaufmiller stated this item was presented to the Planning Board at the last meeting on February 12, 2019, and it was passed to the City Commission with a denial. The Commission visited this item and sent it back to the Planning Board.

Ms. Guerra explained the City Commission sent the proposed text amendment back to the Planning Board for reexamination.

Mr. Burdge stated it is necessary for the public to be heard on site plan and multi-family applications. He said he would prefer not to allow one individual within the city to control what currently the Planning Board and City Commission has an opinion on to modify, change, deny or approve.

Mr. Broderick expressed that resident participation is a critical part of the process and if we increase the threshold to 50,000 square feet, in essence 92% of site plans that come in for approval would be eliminated. Mr. Broderick believes a balance can be struck between being a business friendly community and complete public participation, without changing the thresholds, but adopting the policies and procedures that are being recommended. Mr. Broderick suggested hiring a plan navigator to steward the applicant through the process.

Chairman Creyaufmiller said he thinks the City Commission and Planning Board was hung up over the thresholds and not the processes and procedures, and he does not want to take away the citizens voice from those projects.

Mr. Sanders stated the Chamber of Commerce is looking for a black and white code requirement for site plans that don't need a public hearing. Mr Sanders said if you have an applicant that meets the clearly defined site plan criteria, the Board is going to have to approve it, even if you have a room full of people that are against it.

Ms. Parker stated she agrees with the variations remaining the same, and she also has an issue with not letting the public speak.

Ms. Johnson Scott stated she does not feel the public should be taken out of the process and that they need to be heard.

Walter Beckwith, resident, appreciates when the public is allowed to speak because it provides transparency and allows the public to keep an eye of what is going on in the city.

Charlene Adair, resident, stated the Board has made some important changes to projects through their input, and she does not want to lose the Planning Board, City Commission or the community's input on 92% of the projects that were looked at. Ms. Adair, supports leaving the thresholds as they are but improving the process.

**Motion was made by Bob Burdge**, **and seconded by Michael Broderick for the Board to reconsider the text amendment.**

AYE: **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Michael Broderick**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

**Motion was made by Michael Broderick**, **and seconded by Bob Burdge to recommend approval of the proposed text amendment with changes, maintaining the thresholds as they currently exist and the remainder of the text remaining unchanged.**

AYE: **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Michael Broderick**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

## 7. BOARD COMMENTS

Chairman Creyaufmiller asked staff if the Board could receive future text amendments at least two weeks in advance. Chairman Creyaufmiller asked staff to educate Board members at Planning Board meetings when there are no applications.

Ms. Guerra stated the Board can have a discussion about a proposed text amendment before it is brought back for the public hearing. Ms Guerra said she would like to streamline processes and hear from the Board on how things can be made better.

Chairman Creyaufmiller asked how the short term rental project on Mimosa came to the Planning Board as a recommendation of denial from staff and it was sent to the City Commission with a recommendation of approval from staff. Chairman Creyaufmiller stated that the Board relies on the professional opinion of staff and the recommendations help guide them.

Ms. Guerra stated staff was educated as to what the state statutory stipulations were for short term rentals and staff re-examinded its recommendation and basis for recommendation.

Mr. Broderick asked that if a recommendation is going to be changed before going to City Commission, could it come back to the Planning Board?

Mr. Sweeney said he does not know if this can happen because there is a certain time frame that it has to move to City Commission.

Chairman Creyaufmiller mentioned the Board Appreciation Breakfast invitations were sent out.

Mr. Sanders stated the ballots have been mailed out for the school district special referendum to fund teacher's salaries, safety and security and special mental health programs.

## 8. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

# AFFIDAVIT OF NOTIFICATION AND MAILING

I, the undersigned, do hereby declare that I did mail copies of a notice of public hearings to each owner of the property located, or having any part thereof, situated within five hundred (500) feet of any point of the property for which the request has been made and to the owner of the property for which the request has been made, as required by Chapter 22, Article X, Section 22-143 of the Code of Ordinances.

Project: Conditional Use – Malizia Dwelling Rental – 1180 Carlton Court, Unit 204A (Apt. D)

Staff Name: Vennis Gilmore, Planning Analyst

Staff Signature: _____

Date Mailed: April 24, 2019

Number of Mailed Letters: 163

**Attachments:**
Copy of notice of public hearings
Mailing list
Map of properties notified

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Conditional Use - Malizia Dwelling Rental - 1180 Carlton Court Unit 204A (Apt. D)

**NOTICES PROVIDED PURSUANT TO:** City Code Section 22-143. Public Hearings A,B,C, & D

**NOTICE BY NEWSPAPER:** April 21st, 2019

**NOTICE BY MAIL:** April 17th, 2019

**NOTICE BY SIGNS:** Planning Board - April 3rd, 2019; City Commission - April 24th, 2019

**VERIFIED BY:** Vennis Gilmore **TITLE:** Planning Analyst

**SIGNATURE:** **DATE:** April 24th, 2019

1
Flamingo Properties LLC
5211 Hickory Dr
Fort Pierce; FL 34982

2
DOCKSIDE VIEW LLC
2751 NE 48th ST
Lighthouse Point; FL 33064-7113

3
Kathy Jo S Bowden
1141 Seaway DR
Fort Pierce; FL 34949-3145

4
Gloria Regoli
5800 Riviera Dr
Coral Gables; FL 33146-2753

5
Jacobs Holding Midway LLC
4701 Oleander AVE
Fort Pierce; FL 34982-4209

6
Alberto A Moragues Jr
256 Marina DR
Hutchinson Island; FL 34949-8817

7
Catherine Nygard
1152 Binney Dr
Fort Pierce; FL 34949-2721

8
Glynda Cavalcanti
1503 Faber CT
Fort Pierce; FL 34949-3552

9
Beach House Investments LLC
822 NE 71st ST
Boca Raton; FL 33487-2436

10
John T Readler and Jackie L Ellis-Readler
78 Bennett RD
Bloomsburg; PA 17815-6535

11
Jimmy Johnson and Robin Johnson
1181 Binney DR
Fort Pierce; FL 34949-3115

12
James M Nole
1147 Hernando ST
Fort Pierce; FL 34949-3347

13
Harry K Johnson
1171 Binney DR
Fort Pierce; FL 34949-2708

14
Douglas H Bowen and Paul D Watson
5315 Lodge Creek Dr
Houston; TX 77066

15
Anthony Hoeffner Jr and Carol Hoeffner
215 Carman Ave
East Rockaway; NY 11518-1707

16
Carlton/103 Investment Co LLC
2746 Country Club BLVD
Orange Park; FL 32073-5712

17
Answorth Properties Inc
1299 Ocean AVE; Unit Fl 2
Santa Monica; CA 90401-1036

18
B & L Development LLC.
1102 Colonnades Drive
Fort Pierce; FL 34949-8359

19
Westie Holdings LLC
1188 Commodore CT; Unit Unit 101
Fort Pierce; FL 34949-3070

20
Peter J Bauer
1702 Frances Court
Fort Pierce; FL 34949-3615

21
Eva Valentine
4127 Burns Rd
Palm Beach Gardens; FL 33410

22
Bobby G Beams
1211 Seaway Dr
Fort Pierce; FL 34949-3147

23
Jonathan Nolli
527 Indigo AVE
Wellington; FL 33414-8158

24
Anthony Lascala and Tina Moore
10 Pilar LN
Oakdale; NY 11769-1645

25
Terri L Duda (TR)
108 Alhambra
Fort Pierce; FL 34949

26
Leon E Sterle
PO Box 3744
Fort Pierce; FL 34948-3744

27
Barbara A Stoudt (TR)
1234 Binney DR
Fort Pierce; FL 34949-3114

28
Jerous A Vincent
1240 Binney Dr
Fort Pierce; FL 34949-3114

29
Glenn J Northey and Vera L Seeman-Northey
109 River Oak Dr
Vero Beach; FL 32963

30
Scott J Holmes (TR)
PO Box 2804
Jensen Beach; FL 34958-2804

31
Patrick W Byrne
1231 Binney DR; Unit Unit A
Fort Pierce; FL 34949-2710

32
Patrick Byrne and Erin N Byrne
1221 Binney DR
Fort Pierce; FL 34949-2709

33
Joyce Bevilheimer Tomlinson and Corrine Stubblebine
1201 Binney Dr Apt B
Fort Pierce; FL 34949-2748

34
Labelle Mer LLC
1809 Eucalyptus AVE
Fort Pierce; FL 34949-3410

35
Sharilyn Jane Phillips
1226 Carlton CT
Fort Pierce; FL 34949-3061

36
Salvatore Ruffo
1663 Dekalb AVE
Brooklyn; NY 11237-4019

37
Patricia M Taulbee and Donald C Taulbee
221 Balboa ST; Unit Apt A
Fort Pierce; FL 34949-2907

38
Beverly D Butt (LF EST)
801 S Ocean DR; Unit Apt 1002
Fort Pierce; FL 34949-3382

39
Emma A Douglass
1154 NE Lynmoor DR
Brookhaven; GA 30319-4126

40
JLB Investments Inc
PO Box 3484
Spartanburg; SC 29304-3484

41
Eric Rolando Ascoli (TR) and Rebecca Grant Ascoli (TR)
20 Orange AVE; Unit Apt 202
Fort Pierce; FL 34950-4339

42
Mark G Roy
8159 Miller RD
Swartz Creek; MI 48473-1336

43
Anita L Furtado (LF EST)
1200 Colonnades Dr Unit 106
Fort Pierce; FL 34949-3065

44
Frances Livesey (LF EST)
1200 Colonnades DR; Unit Unit 107
Fort Pierce; FL 34949-3065

45
Edward D Gintert Jr
1665 NW Denison NW AVE
Warren; OH 44485-1716

46
Henry Zalegowski and Leslie Henriques
1200 Colonnades Dr Unit 109
Fort Pierce; FL 34949-3065

47
Jane Deane and Malcolm Rowand
1200 Colonnades DR; Unit Unit 110
Fort Pierce; FL 34949-3065

48
Linda Kissel
184 Ballston AVE
Saratoga Springs; NY 12866-4719

49
John L Lane III (TR)
1200 Colonnades DR; Unit Unit 202
Fort Pierce; FL 34949-3036

50
Joseph A DaSilva and Judy R DaSilva
1269 SW Moonlite CV
Port St Lucie; FL 34986-2017

51
Joseph G Laine
1200 Colonnades DR; Unit Unit 204
Fort Pierce; FL 34949-3036

52
Robert Smith (LF EST)
1200 Colonnades DR; Unit Unit 205
Fort Pierce; FL 34949-3036

53
Richard E Mollett (TR) and Helene C Johnson (TR)
1200 Colonnades Dr Unit 206
Fort Pierce; FL 34949-3036

54
Dennis L Vines and Joyce K Vines
220 Potomac AVE
Terre Haute; IN 47803-1634

55
Richard Mueller (TR) and Domenic Lombardo
1910 NE 7th CT
Fort Lauderdale; FL 33304-3405

56
Karen G Allen
4701 Eagle DR
Fort Pierce; FL 34951-2369

57
Paul V Spivey and Dorothy J Spivey
1200 Colonnades Dr Apt 210
Fort Pierce; FL 34949-3036

58
Colonades Condominium Association No 7 Inc
1140 Bayshore DR
Fort Pierce; FL 34949-3044

59
Ronald P Miller
323 Leeward Ln Apt 101
Fort Pierce; FL 34949-3074

60
Patricia D Ireland
323 Leeward LN; Unit Apt 102
Fort Pierce; FL 34949-3074

61
Cherry Chandler (LF EST)
323 Leeward LN; Unit Apt 103
Fort Pierce; FL 34949-3074

62
Bruce Heinssen
323 Leeward Ln Apt 104
Fort Pierce; FL 34949-3074

63
Gerald A Wissing
323 Leeward LN; Unit Apt 105
Fort Pierce; FL 34949-3074

64
John E Poyer and Rita K Poyer
N2698 Row Rd
Merrill; WI 54452

65
Dyana Boyd-Voss
323 Leeward LN; Unit Apt 202
Fort Pierce; FL 34949-3031

66
Akhtar Quraishi
PO Box 2085
Fort Pierce; FL 34954-2085

67
Daniel J McCormick (TR)
323 Leeward LN; Unit Apt 204
Fort Pierce; FL 34949-3031

68
Laura J Rasche (LF EST)
323 Leeward LN; Unit Apt 205
Fort Pierce; FL 34949-3031

69
Margaret Klein
20409 White Bark DR
Strongsville; OH 44149-5641

70
Mary Merlene Armstrong
100 Riverview DR
Winfield; WV 25213-7965

71
David Dineley and Sandra Dineley
1110 S 11th ST
Fort Pierce; FL 34950-9201

72
Charles J Egrich and Colleen Long
1151 Carlton CT; Unit Apt 104
Fort Pierce; FL 34949-3009

73
George Morrison and Mariangela A Morrison
1151 Carlton CT; Unit Apt 105
Fort Pierce; FL 34949-3009

74
Evelyn Tayag
1151 Carlton CT; Unit Apt 201
Fort Pierce; FL 34949-3026

75
Colonnades IV LLC
1111 Fernandina ST
Fort Pierce; FL 34949-3375

76
Mary Kendle and Bennett Kendle
1151 Carlton CT; Unit Apt 203
Fort Pierce; FL 34949-3026

77
Dominic P Merenda and Joan A Merenda
1801 Plover AVE
Fort Pierce; FL 34949-3425

78
Albert Montouro Jr and Patricia Montouro
8 Stratford CT
Carnegie; PA 15106-1573

79
William Hatt
1172 Commodore CT; Unit Unit 101
Fort Pierce; FL 34949-3069

80
Thomas Crutchfield and Tyler Mayo
675 Walton Ave #5D
Bronx; NY 10451

81
William J Taylor III (LF EST) and Lillie M Taylor (LF EST)
1172 Commodore CT; Unit Unit 103
Fort Pierce; FL 34949-3069

82
Barbara J Riedel and Charles E Riedel
6 Sylvan AVE
Delmar; NY 12054-3312

83
Geoffrey Beiser and Renee Beiser
1172 Commodore Ct Unit 105
Fort Pierce; FL 34949-3069

84
Thomas G Collins and Angella P Collins
1172 Commodore CT; Unit Unit 106
Fort Pierce; FL 34949-3069

85
Mary L Havey (TR)
1172 Commodore Ct Unit 201
Fort Pierce; FL 34949-3032

86
Ronald J Miller and Denise Miller
Box 3763
Carstairs; AB T0M 0N0

87
Ann M Madden (TR)
1172 Commodore Ct Unit 203
Fort Pierce; FL 34949-3032

88
Fort Pierce Rentals LLC
900 Valleyview Rd
Pittsburgh; PA 15243

89
Lois L Vymola (LFE EST)
1172 Commodore Ct Apt 205
Fort Pierce; FL 34949-3032

90
Frederick H Wrather (LF EST)
1172 Commodore CT; Unit Unit 206
Fort Pierce; FL 34949-3032

91
Donald Mangus and Jennifer Flynn
1181 Carlton CT; Unit Apt 101
Fort Pierce; FL 34949-3060

92
Judith J Shaffer
1181 Carlton CT; Unit 102
Fort Pierce; FL 34949-3060

93
Jaime Alberti and Olivia Alberti
1181 Carlton CT; Unit Apt 103
Fort Pierce; FL 34949-3060

94
Doris A Watson
1181 Carlton CT; Unit Apt 104
Fort Pierce; FL 34949-3060

95
Angelica Timpe
1203 Lake LOOP
Winter Haven; FL 33880-1151

96
Randall M Payne and Roxanne M Payne
4310 N 168th AVE
Walkerville; MI 49459-9556

97
Bruce Tanguay and Mara Tanguay
1181 Carlton CT; Unit Apt 201
Fort Pierce; FL 34949-3027

98
Barbara A Ceusters
1181 Carlton CT; Unit Apt 202
Fort Pierce; FL 34949-3027

99
Matthew Turnbull and Lynn Turnbull
479 Ridge RD
Campbell Hall; NY 10916-2606

100
Herbert J Conover
1181 Carlton CT; Unit Apt 204
Fort Pierce; FL 34949-3027

101
Donna Lynne Klein
1181 Carlton CT; Unit Apt 205
Fort Pierce; FL 34949-3027

102
Mary Ann Michaud
1181 Carlton CT; Unit Apt 206
Fort Pierce; FL 34949-3027

103
Timothy P Morrissey and Patricia A Fessel
1188 Commodore Ct Unit 101
Fort Pierce; FL 34949-3070

104
Ronald A Miller (TR)
6186 Dorchester WAY
Vero Beach; FL 32966-6488

105
Aerolene I Cox and Renee Beiser
1188 Commodore CT; Unit Unit 103
Fort Pierce; FL 34949-3070

106
Gregory K Kramer (EST)
1188 Commodore Ct Unit 104
Fort Pierce; FL 34949-3070

107
Candace E Banack
1188 Commodore CT; Unit Unit 105
Fort Pierce; FL 34949-3070

108
Anthony E Stefan and Eileen A Kenney
1188 Commodore Ct #106
Fort Pierce; FL 34949

109
Carl G Truhlar and Ruth A Truhlar
11651 Camelot Ln
Orland Park; IL 60467

110
Danny D Hobbs and Vanessa Hobbs
1188 Commodore Ct #202
Fort Pierce; FL 34949-3033

111
Keith W Hill and Joyce M Hill
1188 Commodore CT; Unit Unit 203
Fort Pierce; FL 34949-3033

112
Lester E Savory Jr and Lucy L Savory
175 S Sandusky ST; Unit Unit 396
Delaware; OH 43015-2621

113
Richard B Hampton (TR) and Sherri C Hampton (TR)
1188 Commodore CT; Unit Unit 205
Fort Pierce; FL 34949-3033

114
William R Fraser (TR)
1188 Commodore CT; Unit Unit 206
Fort Pierce; FL 34949-3033

115
Robert S Flor
1245 Carlton CT; Unit Apt 101
Fort Pierce; FL 34949-3080

116
Kathleen A Thomas
1817 SE Hideaway CIR
Port St Lucie; FL 34952-4813

117
Lynn E Hale
1245 Carlton CT; Unit Apt 103
Fort Pierce; FL 34949-3080

118
Jennifer A John
35 W Harbour Isle W DR; Unit Unit 104
Fort Pierce; FL 34949-2787

119
Phyllis A McAllister (LF EST)
1245 Carlton CT; Unit Apt 105
Fort Pierce; FL 34949-3080

120
Barbara A Charles (TR)
2400 S Ocean DR; Unit Apt 4191
Fort Pierce; FL 34949-7979

121
Robert F Dorado and Janet D Yost (TR) and Robert E Yost Jr (TR)
9 Chestnut CIR
Mount Hope; WV 25880-1012

122
Ethel M King
1245 Carlton CT; Unit Apt 202
Fort Pierce; FL 34949-3035

123
Brenda M Oxenreiter
259 Winterhill LN
Trafford; PA 15085-9738

124
Michael Donnelly and Josephine D Donnelly
2580 Jernigan RD
Fort Pierce; FL 34945-2251

125
Steven J Tonkovich and Darla J Grober
PO Box 185
Millbrook; IL 60536-0185

126
Ronald Randle and Cynthia Randle
17420 Forrister RD
Hudson; MI 49247-9720

127
Gerard J Schmitt
1225 Carlton CT; Unit Apt 101
Fort Pierce; FL 34949-3078

128
David R Besso and Paula T Besso
PO Box 807
East Sandwich; MA 02537-0807

129
Ellen Maness
5921 N Moccasin TRL
Tucson; AZ 85750-0810

130
Joseph P Stone and Marilyn Stone
5029 Russell RD
Woolford; MD 21677-1322

131
William L Kicklighter Jr
1225 Carlton CT; Unit Apt 105
Fort Pierce; FL 34949-3078

132
James A Crory and David P Crory
1225 Carlton CT; Unit Apt 106
Fort Pierce; FL 34949-3078

133
John L Grossenbacher (TR) and Laurie K Grossenbacher (TR)
111 E 172nd E ST
Bradenton; FL 34212-3070

134
Kathy Jo Bowden
10587 SW Stratton DR
Port St Lucie; FL 34987-1950

135
Timothy A Rieck
1225 Carlton CT; Unit Apt 203
Fort Pierce; FL 34949-3034

136
Alan D Lorenger (TR) (EST)
53290 County Line RD
New Baltimore; MI 48047-1144

137
Harford Field III and Doris S Field
11280 Big Canoe
Big Canoe; GA 30143-5104

138
Al Bernetti and Suzanne Bernetti
1225 Carlton CT; Unit Apt 206
Fort Pierce; FL 34949-3034

139
Carlton Villas of Hutchinson Island Condominium Association Inc
1180 Carlton CT
Fort Pierce; FL 34949-3095

140
Alexander F Coker
1180 Carlton CT; Unit # 101A
Fort Pierce; FL 34949-3095

141
Douglas M Andrews and Elizabeth D Andrews
3007 Cedora TER
Sebring; FL 33870-6829

142
James B Hendricks and Melanie Z Hendricks
60 Sabal Cay CT
New Smyrna Beach; FL 32169-5321

143
David J Malizia and Donna K Malizia
937 Edwards RD
Fort Pierce; FL 34982-6211

144
Dale J McTaggart
1180 Carlton CT; Unit Apt E
Fort Pierce; FL 34949-3081

145
David Apperson and Joyce Apperson
4742 Amos RD
White Hall; MD 21161-9689

146
Armando Andreu and Maritza Andreu
1180 Carlton CT; Unit # 207A
Fort Pierce; FL 34949-3095

147
Karla R Anderson
1180 Carlton CT; Unit Apt G
Fort Pierce; FL 34949-3081

148
Miles S Davis and Mary H Davis
1316 Rock Lodge RD
Mc Henry; MD 21541-1262

149
George M Connolly
1180 Carlton Ct Apt J
Fort Pierce; FL 34949-3075

150
Jennifer L Bornick
1180 Carlton CT; Unit # 103B
Fort Pierce; FL 34949-3095

151
Felix Perez and Jasselle Perez
193 NW Magnolia Lakes BLVD
Port Saint Lucie; FL 34986-3568

152
John G Korswold
1180 Carlton CT; Unit # 205B
Fort Pierce; FL 34949-3095

153
Alex Olsen and Lisa Worden
1180 Carlton CT; Unit # N
Fort Pierce; FL 34949-3095

154
Travis Hauge and Christine L Hauge and Terry L Hauge
1180 Carlton CT; Unit Apt P
Fort Pierce; FL 34949-3075

155
Kevin G Spicer and Denise L Miller-Spicer
1180 Carlton CT; Unit Unit 208B
Fort Pierce; FL 34949-3095

156
Benjamin Palmitier and Taylor Palmitier
1309 Carlton CT
Fort Pierce; FL 34949-3054

157
Florida Beach and Golf Retreats LLC
7128 Maidstone DR
Port St Lucie; FL 34986-3346

158
Gary M Lavigne
1322 Bonefish Ct
Fort Pierce; FL 34949-2903

159
Lori Wadsworth
1312 Bonefish Ct
Fort Pierce; FL 34949-2903

160
Daniel J Holtman
1302 Bonefish Ct
Fort Pierce; FL 34949

161
Michael L Sherman and Joanne Sherman
1252 Bonefish CT
Fort Pierce; FL 34949-2901

162
Frank P Whitridge and Lee Whitridge
1232 Bonefish Ct
Fort Pierce; FL 34949-2901

163
Michelle T Steele and Ethan A Steele
1230 Bonefish Ct
Fort Pierce; FL 34949-2901




N
W E
S

# Adjacent Property Owner Map

THE SUNRISE CITY
FORT PIERCE
Florida

**1180 Carlton Court, Unit 204A (Apt. D)**

# Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

## AFFIDAVIT OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.**

| Customer | Ad Number | Copyline | PO # |
|---|---|---|---|
| 463454 - CITY OF FORT PIERCE (LEGALS) | 2270963 | 5/6/19 LEGAL AD CONDITIONAL USE | |

**Pub Dates**
April 21, 2019

Sworn to and subscribed before me this day of, April 22, 2019, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

**Karol Kangas** **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

**CITY OF FORT PIERCE**
**NOTICE OF PUBLIC HEARING**

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 6, 2019 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1.Application for a Conditional Use with No New Construction submitted by property owner, David Malizia, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of thirty-one (31) days at 1180 Carlton Court, Unit 204A (Apt. D), Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-620-0004-000-9.

2.Application for Conditional Use with New Construction submitted by property owner, Crownman FL LLC to operate a Bed & Breakfast at 515 S. Indian River Drive. The property is zoned Office Commercial (C-1), Parcel ID: 2410-810-0001-000-9.

3. Application for Conditional Use with No New Construction submitted by property owner, Michael Menard, to establish Patti's Hair Lounge/Neighborhood Commercial Service at 808 Delaware Avenue, Fort Pierce, FL. The property is zoned Office Commercial (C-1), Parcel ID: 2410-707-0008-000-1.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 04/21/19
TCN 2270963

**City Commission Regular Meeting** **12.d.**

**Meeting Date:** 05/06/2019

**Re:** Conditional Use - Crownman Bed & Breakfast - 515 S. Indian River Drive

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**SUBJECT:**

Quasi-Judicial Hearing - Application for Conditional Use with New Construction submitted by property owner, Crownman FL LLC to operate a Bed & Breakfast at 515 S. Indian River Drive. The property is zoned Office Commercial (C-1), Parcel ID: 2410-810-0001-000-9.

**SUMMARY:**

- In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use with New Construction to allow for a Bed and Breakfast. The applicant is seeking to convert the main building to a Bed and Breakfast with six (6) bedroom suites (with bathrooms) and one common bathroom. There is a second building on that property that was originally built for storage and to be ancillary to the office that occupied the main building. The applicant has indicated that structure now contains a living room, dining room, kitchen, two bedrooms and one & half bathrooms. That structure will be included with this approval for a managers quarters with the option of utilizing it as guest rooms for the Bed & Breakfast.
- The subject property is zoned Office Commercial Zone (C-1) with a future land use of Central Business District (CBD).
- The Crownman Bed & Breakfast previously was approved under the Conditional Use with No New Construction application by the City Commission on Monday, November 6, 2017. The resubmittal of this application is to change the project to a Conditional Use with New Construction for the expansion of the structure by 272 square feet. This small expansion is required to satisfy required Federal and State mandated ADA requirements for the bathrooms.

**RECOMMENDATION:**

The requested Conditional Use with New Construction is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends that the City Commission approve with the following conditions:

1. A Lighting Plan or Photometric survey that demonstrates compliance with City Code 22-60 (j)(1)(a) will be required at time of Building Permit.
2. A Landscape Plan that demonstrates compliance with City Code 22-187, General Landscaping Requirements will be required at the time of Building Permit.
3. Registration of the property manager(s) accessible at all times that lives within St. Lucie County, to resolve complaints or violations of City Code;
4. Provide a guide booklets for renters regarding local rules and public service resources to minimize conflicts, these are available from the Code Enforcement Department of the City.
5. The applicant files for and obtains a City of Fort Pierce, County, and State Business Tax Licenses within thirty (30) days from the issuance of the license from the Florida Department of Business and Professional Regulation (DBPR).

**ALTERNATIVES:**

Approve with Alternate Conditions
Deny

**RESPONSIBLE STAFF:**

Brandon C. Creagan, LEED Green Associate, Planner

**COORDINATED WITH:**

Technical Review Committee

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## Fiscal Impact

**OTHER INFORMATION:**

N/A

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## Attachments

Staff Report
Application & Supporting Documents
Aerial Map
Zoning Map
TRC Comments
TRC Comment Response from Applicant
Notification of Mailing
Public Notification Certification
Proof of Publication

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 09:35 AM |

Form Started By: Brandon Creagan
Started On: 04/24/2019 12:22 PM
Final Approval Date: 04/26/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

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

**THROUGH**: Rebeca Guerra, AICP, LEED-AP, CPD, Interim Planning Director

**FROM:** Brandon C. Creagan, LEED Green Associate, Planner

**RE:** **Application for Conditional Use with New Construction**
**Crownman FL LLC Residence**
**515 S. Indian River Drive**

**DATE:** April 22, 2019

## STAFF REPORT

**Owner(s)**: Crownman FL LLC
10380 SW Village Center Drive #310
Port St. Lucie, FL. 34987

**Applicant:** Kris Einstein
207 ½ Orange Avenue, Suite K
Fort Pierce, FL. 34950

**Applicant's Request:** Approval of a Conditional Use with New Construction for a Bed and Breakfast with Conditions

**Location:** 515 S. Indian River Drive

**Parcel ID:** 2410-810-0001-000-9

**Current Zoning:** Office Commercial Zone (C-1)

**Future Land Use:** Central Business District (CBD)

**Surrounding Zoning:**

| North | East | South | West |
|---|---|---|---|
| C-1 | River/A-2 | C-1 | C-1 |

**Site Size:** .54 acres

**Utilities:** FPUA

**Staff Analysis:**

***Request***

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use with New Construction to allow for a Bed and Breakfast. The applicant is seeking to convert the main building to a Bed and Breakfast with six (6) bedroom suites (with bathrooms) and one common bathroom. There is a second building on that property that was originally built for storage and to be ancillary to the office that occupied the main building. The applicant has indicated that structure now contains a living room, dining room, kitchen, two bedrooms and one & half bathrooms. That structure will be included with this approval for a managers quarters with the option of utilizing it as guest rooms for the Bed & Breakfast.

The subject property is zoned Office Commercial Zone (C-1) with a future land use of Central Business District (CBD).

The property is located east of S. 2nd Street, just north of Easter Avenue off of Indian River Drive. The subject property is surrounded by single- family and multi-family residences to the south, vacant land to the north and west and the Indian River to the east. The property features a driveway entrance and parking in the rear from S. 2nd Street and a pedestrian sidewalk connection from Indian River Drive. The site currently has ten (10) existing parking spaces that will need to be re-striped. * Motels, hotels, and resort hotels; such as bed and breakfasts are required to have 1.1 parking spaces for each unit less than 500 square feet and 1.6 spaces for each unit 500 square feet or larger. If there are accessory uses provided therein, additional off-street parking shall be provided for those accessory uses at the rate of 50 per cent of the requirements for such uses as provided in subsections thereof.

a) Please install one (1) handicap space per City Code Section 22-60 Off-Street Parking and Loading;
b) Please install a bicycle rack for guests per City Code Section 22-60 Off-Street Parking and Loading;
c) Please re-stripe the existing 10 (10) provided parking spaces to meet City Code required dimensions of at least nine- and one-half (9 ½) feet wide (except required spaces for the handicapped shall be at least twelve (12) feet wide and nineteen (19) feet deep and have a minimum vertical clearance of at least nine (9) feet.
d) Required off-street parking spaces for the handicapped shall be located near the front entrance of the main building for the use or if the use has no buildings, as close as practical to the center of the area where the principal activity associated with the use takes place. They shall also be located so that the handicapped shall have accessibility to a curb ramp or curb cut to allow direct access to the main building, if there are buildings, and so that the users will not be compelled to wheel behind parked vehicles.
e) Please provide vertical accessibility and a handicapped accessible route to Indian River Drive.
f) Off-street Parking for commercial uses are required lighting with a minimum average of two (2) foot-candles; Please provide verification of two (2) foot-candles.

The applicant has combined the properties that they own on either side of the S. Indian River Drive under of Unity of Title. The subject property is also within the River's Edge District; a City of Fort Pierce Historic District. This designation may require the applicant to go before the Historic Preservation Board for a Certificate of Appropriateness; if exterior renovations are needed for ADA Compliance.

***Zoning & Land Use***

The subject site is located within the Office Commercial Zone (C-1) district which is primarily intended for uses involving business and institutional uses which do not involve the direct sale or display of goods, the production of goods or the storage or shipment of bulk or large volume materials. Convenience commercial facilities, restaurants and certain other uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. Uses in this district should have good access to arterial or collector

streets. This district is sometimes suitable for use as a buffer separating other commercial zones from residential districts. The site has a land use designation of Central Business District (CBD).

The CBD designation provides for mixed-use high-rise development and single-use or mixed-use development that includes ground floor office/retail beneath residential apartments and condominiums. The CBD is intended to provide higher density mixed-use development within downtown Fort Pierce. Uses within the CBD shall include residential (condominiums and apartments); office including artist work and sales space; retail including boutiques, cafes, and restaurants; fuel sales; hotels/motels; parks and recreation; governmental facilities; complementary parks and parking facilities. This land use designation allows a maximum density of 30 dwelling units per acre and a maximum FAR of 3.0. Key characteristics of CBD shall include:

- Compact and intensive development pattern on a pedestrian scale;
- Buildings oriented to the street and define the streetscape and civic spaces;
- Development design that encourages pedestrian-oriented activities with plazas, cafes, bookstores, and restaurants that draw a variety of people;
- Vertical and horizontal integration of residential and non-residential uses;
- Good connection to transit and pedestrian facilities;
- Public parks and open space areas within walking distance of development;
- Parking that is integrated into street design and buildings or placed in separate structures; and
- Wide sidewalks with appropriate pedestrian amenities.

Residential uses shall comprise a minimum of 25% of the total floor area of the Central Business District future land use designation. The applicant has not as of yet demonstrated how they will comply with this comprehensive plan requirement.

**Conditional Use**

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. The use as presented features residential aspects that are generally appropriate for single-family, neighborhood commercial, and low-density environments.

The authorization of a Conditional Use with New Construction for a Bed and Breakfast at 515 S. Indian River Dr. will provide an opportunity for consistency with current surrounding property uses as the use does not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare of the surrounding residential neighborhood. The Planning Board is encouraged to consider City Code Section 22-22. – Allowed Uses. City Code Section 22-22 *Allowed Uses subsections (c) and (e)* state that the use of Bed and Breakfast may be permitted as a conditional use if approved in a public hearing by the city commission.

**Previous Approval**

The Crownman Bed & Breakfast previously was approved under the Conditional Use with No New Construction application by the City Commission on Monday, November 6, 2017. The resubmittal of this application is to change the project to a Conditional Use with New Construction for the expansion of the

structure by 272 square feet. This small expansion is required to satisfy required Federal and State mandated ADA requirements for the bathrooms. As noted in the beginning of this staff report the project will also include the back building on the property that will serve as the manager's quarters with the option of utilizing it as guest rooms for the Bed & Breakfast in the future.

**Technical Review Committee**

All affected departments have reviewed the proposed Conditional Use with New Construction with regards requirements of the City Code. Findings from the review by corresponding departments and any associated responses by the applicant are provided for viewing by the Planning Board.

**Planning Board**

At their meeting on April 9, 2019 the Planning Board voted 7-0 to recommend approval of the request as presented.

**Public Notification**

20 letters were mailed out to property owners within 500 feet of the subject property. As of April 22, 2019 0 letters have been returned. An update will be given at the City Commission meeting.

**Staff Recommendation**

The requested Conditional Use with New Construction is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare; Staff recommends that the City Commission ***approve*** with the following **conditions**:

1) A Lighting Plan or Photometric survey that demonstrates compliance with City Code 22-60 (j)(1)(a) will be required at time of Building Permit

2) A Landscape Plan that demonstrates compliance with City Code 22-187, General Landscaping Requirements will be required at the time of Building Permit.

3) Registration of the property manager(s) accessible at all times that lives within St. Lucie County, to resolve complaints or violations of City Code;

4) Provide a guide booklets for renters regarding local rules and public service resources to minimize conflicts, these are available from the Code Enforcement Department of the City.

5) The applicant files for and obtains a City of Fort Pierce, County, and State Business Tax Licenses within thirty (30) days from the issuance of the license from the Florida Department of Business and Professional Regulation (DBPR).

THE SUNRISE CITY
# FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
FEB 28 2019
CITY OF FORT PIERCE
PLANNING & ZONING

## DEVELOPMENT REVIEW

Property address or Location 515 S Indian River Dr.

Parcel ID #(s) 2410-810-0001-000-9

Project description Add addtl sq ft to building for B+B

| | |
|---|---|
| Crowman FL, LLC | K. Einstein |
| **Property Owner(s)** | **Applicant/Representative, Title, Company** |
| 207 1/2 Orange Ave, Ste A | on file |
| Street Address | Street Address |
| Fort Pierce FL 34950 | |
| City State Zip | City State Zip |
| on file | |
| Phone Number | Phone Number |
| on file | |
| Email Address | Email Address |

***Property Owner(s) Acknowledgements:*** *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

C Beth Walter Beth

*Property Owner(s) Signature(s)*

STATE OF FLORIDA St Lucie COUNTY

The foregoing instrument was acknowledged before me this 26 day of FEB, 2019, by Walter & Cheryl Brath who is personally known to me or has produced _____ as identification.

Signature of Notary

(seal) CHRISTOPHER D. GARDNER Commission # FF 207895 Expires May 8, 2019 Bonded Thru Troy Fain Insurance 800-385-7019

***INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729***

### TO BE COMPLETED BY STAFF

| Zoning | Future Land Use | Total Acres | Historic District | Historic Designation |
|---|---|---|---|---|
| | | | | Contributing Individual<br>Non-Contributing None |

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Intake Date Stamp

# ☐ DEVELOPMENT REVIEW

***General Information***

- ☐ Incomplete application packets cannot be accepted.
- ☐ Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

*Choose Application Type:*

| Application Type | | |
|---|---|---|
| ☐ Site Plan | ☒ Conditional Use with New Const. | ☐ Major Amendment |
| ☐ Conceptual Development Plan | | ☐ Minor Amendment |

*Site Information:* Current 2877SF (Gross) / Finished 2181SF

Non-Residential: Proposed Sq. Ft.: 3088 SF (Enclosed) Residential: Proposed Units: 6

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

| North | South | East | West |
|---|---|---|---|
| Office Bldg + Residential | Vacant Bldg Residential | IR Lagoon | Vacant lot (which we own) |

**Application Outlook**

- Pre-Application Meeting — Wednesday Afternoons
- Application Intake Meeting — Call to schedule
- Technical Review Committee — 3rd Thursday
- Planning Board — 2nd Tuesday
- City Commission — 1st & 3rd Monday

## *Site Plan submittal requirements:*

***Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.***

- ☑ Complete notarized application
- ☑ Warranty Deed
- ☑ SLC Property Record Card
- ☑ Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- ☑ General location map (see Section 22-58.d.2)
- ☑ Survey (see Section 22-58.d.3)
- ☑ Site Plan (see Section 22-58.d.4)
- ☐ Landscaping Plan (see Section 22-187)
- ☐ Storm Drainage Plan (see Section 22-58.d.6)
- ☑ Environmental Impact Report
- ☐ Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- ☐ Lighting Plan (see Section 22-58.d.8)
- ☑ Design Review submittals (see Design Review application)
- ☑ Traffic Impact Report
- ☐ Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
FEB 28 2019
CITY OF FORT PIERCE
PLANNING & ZONING

# Design Review

Property address or Location 515 S Indian River Dr
Parcel ID #(s) 2410-810-0001-000-9
Project Description B&B w/ Construction

Crown Man FL, LLC
Property Owner(s)

207 1/2 Orange Ave Ste A
Street Address

Fort Pierce FL 34950
City State Zip

on file
Phone Number

on file
Email Address

K. Einstein
Applicant/Representative, Title, Company

on file
Street Address

City State Zip

Phone Number

Email Address

***Property Owner(s) Acknowledgements:*** *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Application (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

*Property Owner(s) Signature(s)*

STATE OF FLORIDA -- COUNTY
The foregoing instrument was acknowledged before me this 27 day of FEB, 2019, by Walter & Cheng / Brett who is personally known to me or has produced _____ as identification.

Signature of Notary

CHRISTOPHER D. GARDNER
Commission # FF 207895
Expires May 8, 2019
Bonded Thru Troy Fain Insurance 800-385-7019
(seal)

**TO BE COMPLETED BY STAFF**

| Zoning | Future Land Use | Total Acres | Historic Districts | Historic Designation |
|---|---|---|---|---|
| | | | | |

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____
Intake Planner _____
Planner Assigned _____
Approved _____ Date _____
Comments _____

Intake Date Stamp

**Character & Intended Use**

Our intended use for our project is still the same as it was when we started this process in ***August 2017*** – Adaptive Reuse of 2 buildings in a Historic District – converting them from office space to a functional B&B. However, we were mis-informed on what "No New Construction" meant. Our back building was also removed from the application right before the Planning Board Meeting; the Planning Director stated it was "illegally converted" and we had no CO, which we immediately proved was inaccurate, but was too late. Since our Plans have New Construction on the Main Building and our back building cannot be included as part of the B&B, we must resubmit the application and go through the entire process again. Hopefully some checks & balances will be put into place, ensuring this will not happen to another applicant.

***Project Overview***

**515 B&B Building (Existing)**
The Main Building is currently ~2,816 SF (enclosed). It was approved for the Conditional Use as a Bed & Breakfast (B&B) with No New Construction on Nov 6, 2017. The proposed plans only add ~ 272 SF. Once the building is completed, it will be ~3,088 SF (enclosed).

This will be a 2 story B&B, with 6 guest rooms (each with an ensuite bathroom) plus gathering & dining areas, a common 1/2 bathroom (ADA compliant) and kitchen. Of the 6 guest rooms, one ***waterfront*** room will be ADA compliant.

- We intend to be licensed by the Division of Hotels & Restaurants for Public Food Service with Permanent Seating. Without this license, we are limited to only serving pre-packaged food products, fresh whole fruits, cereal in individual packages, bulk milk, juice and coffee.
    - 4/5/18 Application for Public Food Service License with Plan Review (Form DBPR HR-7030) was approved by the Division of Hotels & Restaurants & the Establishment Plans with minor conditions that need to be met at Inspection – see attached.
- We also intend to be licensed by the ABT to be able to serve guests alcoholic beverages. City Commission approved our Waiver of Distance on July 16, 2018.
- These licenses are of course in addition to the license required by the State of Florida to operate the B&B, which we submitted our application and paid License Fee on June 6, 2018 and will scheduled our inspection once the remodel is complete.
- February 26, 2018, The Historic Preservation Board approved the proposed floor plans. (COA is attached)
- June 2018, Plans were submitted to Building Department for permit review. All departments signed off with exception of FPUA, who unexpectedly required a 4" backflow preventer.
- July 2018, Fire Sprinkler Plans approved
- July 23, 2018, the Building Department approved our request for an "Early Start" while we were working out FPUA issue. We had to step back & rethink our future plans for the property; if we even wanted to move forward due to the unexpected costs. Around late September, we decided we could justify this expense by altering our PD plans and are currently working with our Civil Engineer to revise current building plans to meet FPUA's requirements. We did not start the Remodel.8
- It took several months of research and designs to decide upon a new PD layout and we were about to finalize the plan design in January. The new plan had a building attached to the B&B

and we reached out to Planning Department to ask the max SF we could add to our current B&B plans under our current conditional use. Planning said they would check and then we were told our plans never should have been approved with the additional SF.

- Our initial thought was to remove the additional SF but then found out new building plans would be over $35k and opted to resubmit our application for Conditional Use WITH New Construction.

**512 S. 2nd Street Building (Existing) aka "Back Building"**
The Back Building is a 2 story, Single Family Residential Building and is ~1,506 SF (Gross).

Initially it will be used as "Owners' Residence" allowing Owners to live on the property to run the B&B (as required). In the future, the existing Back Building may be remodeled and will be able to be used as additional accommodations for the B&B. Of course, if we decide to exercise this option, we will follow all procedures required & will remain under the 15 Sleeping Rooms per Florida Statute to be considered a B&B (see bow). Owners/Caretaker will still live on property. These buildings sit on over 1.5 acres and we own a vacant lot directly behind this parcel, giving us a lot of space for required parking.

"FL Statute 509.242(1)(f) defines a Bed and Breakfast inn as "a family home structure, with no more than 15 sleeping rooms, which has been modified to serve as a transient public lodging establishment, which provides the accommodation and meal services generally offered by a bed and breakfast inn, and which is recognized as a bed and breakfast inn in the community in which it is situated or by the hospitality industry."

***Lighting & Landscape Plan***

We will provide a lighting & landscape plan if this Conditional Use is approved. We are not comfortable investing more money in additional plans at this point, based on this overall experience. We also plan to still comply with the Conditions required by the City from our Original Conditional Use Approval (see Attached).

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

## Property Identification

| | |
|---|---|
| Site Address: | 515 S INDIAN RIVER DR |
| Parcel ID: | 2410-810-0001-000-9 |
| Account #: | 23903 |
| Map ID: | 24/10H |
| Use Type: | 1700 |
| Zoning: | OFFICE COM |
| City/County: | Fort Pierce |

### Ownership

CROWNMAN FL LLC

10380 SW Village Center DR # 310
Port St Lucie, FL 34987-1931

### Legal Description

ANDREWS AND RICHARDS S/D THAT PART OF LOT 1 LYG E OF S 2 ST AND BEG ON E LI OF S 2 ST 8 FT S OF N LI OF LOT 2, RUN NELY 95.70 FT TO N LI, TH W ALG N LI TO E LI OF S 2 ST, TH S TO POB AND LOTS 1, 2, 3 AND 4 BLK E OF LOWRY`S S/D (1.60 AC - 68,588 SF) (MAP 24/10H) (1) (OR 3943-2583: 4050-1341: 4066-2908)

### Current Values

| | |
|---|---|
| Just/Market Value: | $980,200 |
| Assessed Value: | $980,200 |
| Exemptions: | $0 |
| Taxable Value: | $980,200 |

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF



### Total Areas

| | |
|---|---|
| Finished/Under Air (SF): | 4,304 |
| Gross Sketched Area (SF): | 4,383 |
| Land Size (acres): | 1.6 |
| Land Size (SF): | 69,588 |

## Sale History

| | |
|---|---|
| Date: | Nov 19, 2017 |
| Book/Page: | 4066 / 2908 |
| Sale Code: | 0111 |
| Deed: | UNTY |
| Grantor: | CROWNMAN FL LLC |
| Price: | $0 |
| Date: | Oct 10, 2017 |
| Book/Page: | 4050 / 1341 |
| Sale Code: | 0111 |
| Deed: | UNTY |
| Grantor: | CROWNMAN FL LLC |
| Price: | $0 |
| Date: | Dec 14, 2016 |
| Book/Page: | 3943 / 2583 |
| Sale Code: | 0001 |
| Deed: | WD |
| Grantor: | Kraaz and Kraaz Finance LLC |

| | |
|---|---|
| Price: | $800,000 |
| Date: | Sep 4, 2014 |
| Book/Page: | 3669 / 0906 |
| Sale Code: | 0205 |
| Deed: | WD |
| Grantor: | Weaver Steven M |
| Price: | $320,000 |
| Date: | Jul 19, 2013 |
| Book/Page: | 3546 / 2272 |
| Sale Code: | 0205 |
| Deed: | WD |
| Grantor: | MMG Holdings LLC |
| Price: | $200,000 |
| Date: | Nov 17, 2003 |
| Book/Page: | 1848 / 0865 |
| Sale Code: | XX00 |
| Deed: | WD |
| Grantor: | Brennan (TR) John T |
| Price: | $370,000 |
| Date: | Dec 31, 2001 |
| Book/Page: | 1474 / 0684 |
| Sale Code: | XX03 |
| Deed: | WD |
| Grantor: | Brennan John T |
| Price: | $370,000 |
| Date: | Jan 1, 1900 |
| Book/Page: | |
| Sale Code: | |
| Deed: | |
| Grantor: | |
| Price: | $0 |

## Building Information (1 of 2)

Finished Area: 2,816 SF

Gross Sketched Area: 2,877 SF

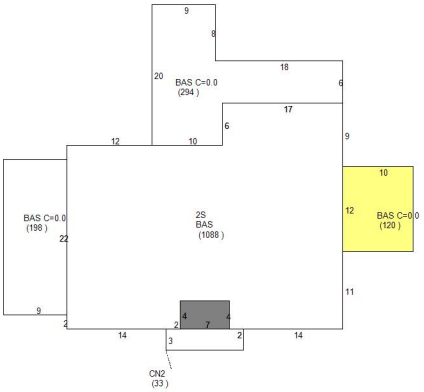
Exterior Data

| | | |
|---|---|---|
| View: | Roof Cover: Fibrglss Shg | Roof Structure: Hip |
| Building Type: LROF | Year Built: 1900 | Frame: |
| Grade: Y_C- | Effective Year: 1960 | Primary Wall: CB Stucco |
| Story Height: 2 Story | No. Units: 1 | Secondary Wall: |

Interior Data

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






## Building Information (2 of 2)

Finished Area: 1,488 SF

Gross Sketched Area: 1,506 SF

### Exterior Data

View:
Building Type: LROF
Grade: Y_D
Story Height: 2 Story

Roof Cover: Fibrglss Shg
Year Built: 1920
Effective Year: 1960
No. Units: -1

Roof Structure: Hip
Frame:
Primary Wall: CB Stucco
Secondary Wall:

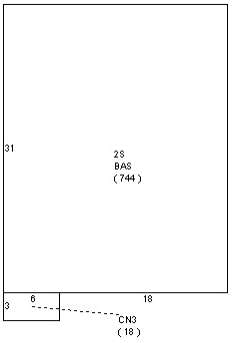
### Interior Data

Bedrooms: 0
Full Baths: 0
Half Baths: 0
A/C %: 100%

Electric: MAXIMUM
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Tile-Ceramic
Sprinkled %: 0%





## Special Features and Yard Items

## Current Year Values

Current Values Breakdown

| | |
|---|---|
| Building: | $71,900 |
| Land: | $908,300 |
| Just/Market: | $980,200 |
| Ag Credit: | $0 |
| Save Our Homes or 10% Cap: | $0 |
| Assessed: | $980,200 |
| Exemption(s): | $0 |
| Taxable: | $980,200 |

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

| Start Year | AssessCode | Units | Description | Amount |
|---|---|---|---|---|
| 2018 | 0041 | 3.8 | Fort Pierce Stormwater Charge | $205.20 |

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

## Historical Values

## Permits

| | |
|---|---|
| Number: | F00-000394 |
| Issue Date: | Mar 27, 2000 |
| Description: | Roof |
| Amount: | $8,700 |
| Fee: | $0 |
| Number: | F94-000209 |
| Issue Date: | Mar 1, 1994 |
| Description: | Alterations/Remodeling |
| Amount: | $60,000 |
| Fee: | $60,000 |
| Number: | F94-00209A |
| Issue Date: | Mar 22, 1994 |
| Description: | Heat and Air Conditioning |
| Amount: | $4,800 |
| Fee: | $4,800 |
| Number: | MC2004198 |
| Issue Date: | Jul 12, 2004 |
| Description: | Air Conditioning Only |
| Amount: | $1,461 |
| Fee: | $75 |
| Number: | DK20057 |
| Issue Date: | Jan 14, 2005 |
| Description: | Dock |
| Amount: | $20,000 |
| Fee: | $325 |

| | |
|---|---|
| Number: | BP13-1899 |
| Issue Date: | May 16, 2013 |
| Description: | Alterations/Remodeling |
| Amount: | $1,500 |
| Fee: | $329 |
| Number: | BP13-2100 |
| Issue Date: | Jun 18, 2013 |
| Description: | Roof |
| Amount: | $1,400 |
| Fee: | $79 |
| Number: | BP13-3052 |
| Issue Date: | Oct 14, 2013 |
| Description: | Patio |
| Amount: | $200 |
| Fee: | $79 |
| Number: | BP13-1899 |
| Issue Date: | Jan 23, 2014 |
| Description: | Alterations/Remodeling |
| Amount: | $1,800 |
| Fee: | $129 |
| Number: | BP13-2100 |
| Issue Date: | Jan 27, 2014 |
| Description: | Re Roof Permit |
| Amount: | $1,400 |
| Fee: | $129 |
| Number: | BP14-0608 |
| Issue Date: | Mar 10, 2014 |
| Description: | Alterations/Remodeling |
| Amount: | $1,900 |
| Fee: | $80 |
| Number: | BP14-2597 |
| Issue Date: | Oct 14, 2014 |
| Description: | Electric |
| Amount: | $500 |
| Fee: | $155 |
| Number: | BP15-0257 |
| Issue Date: | Feb 12, 2015 |
| Description: | Plumbing |
| Amount: | $1,800 |
| Fee: | $162 |
| Number: | BP14-2597 |
| Issue Date: | Dec 14, 2016 |
| Description: | Electric |
| Amount: | $500 |
| Fee: | $0 |
| Number: | BP17-0340 |
| Issue Date: | Feb 2, 2017 |
| Description: | Electric |
| Amount: | $1,200 |
| Fee: | $0 |
| Number: | BP18-0356 |
| Issue Date: | Feb 7, 2018 |
| Description: | Demolition |
| Amount: | $1,000 |

| | |
|---|---|
| Fee: | $0 |
| Number: | BP18-0673 |
| Issue Date: | Apr 6, 2018 |
| Description: | Occupancy Change |
| Amount: | $2,500 |
| Fee: | $0 |

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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# Treasure Coast Abstract and Title Insurance Co.

426 Avenue A · Fort Pierce, FL 34950
(772) 461-7190 · Fax (772) 461-0487

January 4, 2017

Crownman FL, LLC
10380 SW Village Center Drive
#310
Port St. Lucie, FL 34987

RE: Purchase from Kraaz & Kraaz Finance, LLC

Enclosed please find your original Warranty Deed that has been recorded in the public records of St. Lucie County, Florida together with the original Owner's Policy of Title Insurance.

Please keep us in mind if you find yourself in need of a closing agent for a future real estate transaction. We would appreciate the opportunity to work with you again.

Sincerely,

Stacy E. Consalvo

Stacy E. Consalvo , Manager

Prepared by and return to:
**Stacy E. Consalvo, Manager**
**Treasure Coast Abstract & Title Insurance Co.**
**426 Avenue A**
***Fort Pierce, FL 34950***
**772-461-7190**
File Number: **16-1178**

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4258862 12/16/2016 02:31:40 PM
OR BOOK 3943 PAGE 2583 - 2587 Doc Type: DEED
RECORDING: $44.00
*Doc Tax: $5600.00*

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this 14th day of **December, 2016** between **Kraaz & Kraaz Finance, LLC, a Florida limited liability company** whose post office address is **124 North 2nd Street, Fort Pierce, FL 34950**, grantor, and **Crownman FL LLC, a Florida limited liability company** whose post office address is **10380 SW Village Center Drive, #310, Port Saint Lucie, FL 34987**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County**, **Florida** to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.**

**Parcel Identification Number: 2410-809-0005-000/3; 2410-809-0001-000/5; 2410-809-0002-000/2; 2410-809-0004-000/6; and 2410-810-0001-000/9.**

**SUBJECT TO restrictions, reservations, limitations, and easements of record, if any; this reference to said restrictions shall not operate to reimpose the same, and taxes for the year 2017 and subsequent years.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2016**.

**CERTIFICATE OF LIMITED LIABILITY COMPANY RESOLUTION**

STATE OF FLORIDA
COUNTY OF ST. LUCIE

HANS E. KRAAZ, as Manager of KRAAZ MANAGEMENT, LLC, a Florida limited liability company, as Manager of KRAAZ & KRAAZ FINANCE, LLC, a Florida limited liability company, being duly sworn, before the undersigned authority, hereby consents to the adoption of the following resolutions and certify the following:

1. Affiant, HANS E. KRAAZ, as Manager of KRAAZ MANAGEMENT, LLC, a Florida limited liability company, as Manager of KRAAZ & KRAAZ FINANCE, LLC, a Florida limited liability company ("Company") and hereby adopts the following resolutions:

RESOLVED that HANS E. KRAAZ, as Manager of the Company is hereby authorized, empowered and directed to negotiate, execute and deliver, without the joinder of any other manager or member, any and all documentation which he deems necessary or desireable in his discretion or which may otherwise be required to resolve any disputed matters and to close the sale transaction contemplated for the sale from the Company, as Seller, to CROWNMAN FL LLC, a Florida limited liability company, as Buyer, for property located in St. Lucie County, Florida, being more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF,

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon until receipt of written notice of any change in these resolutions."

Further Affiant sayeth not.

HANS E. KRAAZ

Sworn to and subscribed before me this 14th day of December, 2016, by HANS E. KRAAZ, who is ✓ personally known to me; or _____ who produced _____ as identification.

Notary Public – State of Florida
My Commission Expires:

STACY EWING CONSALVO
Commission # FF 115989
Expires May 28, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

**EXHIBIT "A"**

Parcel 1:

That part of Lot 4, Block E, A.B. Lowry's Subdivision of the East part of Lot 7 of Tyler's Subdivision of Lot 4, Section 10, Township 35 South, Range 40 East, as per plat thereof on file in Plat Book 1, Page 211, of the Public Records of St. Lucie County, Florida, more particularly described as follows:
Beginning at a point which lies on the South boundary line of Lot 4 of Block E of said A.B. Lowry's Subdivision, which said point lies a distance of approximately 131 feet Westerly from a stake at the Southeast corner of the aforesaid Lot 4; from said point of beginning run North a distance of six tenths (0.6 feet) of a foot; thence Westerly for a distance of approximately 25 feet; thence South a distance of approximately 2.4 feet to the aforesaid South boundary line of said Lot 4 of Block E of Lowry's Subdivision; thence Easterly along the aforesaid South boundary line of said Lot 4, a distance of approximately 24.8 feet to the original Point of Beginning.

Parcel 2

Commencing on the bank of Indian River at the Northeast corner of Lot 7 of the Subdivision of Lot 4, of Section 10, Township 35 South, Range 40 East, according to the plat of said Lot 4 on file in Plat Book 1, at page 188, of the public records of St. Lucie County, Florida; from thence run West to the East line of Second Street (formerly known as Pine Street); thence Southerly along the East line of said street to a point of 50 feet due South of said East and West line; thence East parallel with and 50 feet distance from aforesaid East and West line to River bank; thence Northerly along said bank to Point of Beginning. Excepting from above all rights of way for public roads. Said parcel being also described as Lot 1, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So " Lot 4" Section 10 Range 40, according to the map or plat thereof, recorded in Plat Book 1, page(s) 41 and Plat Book 1, page(s) 211, of the Public Records of St. Lucie County, Florida.

Parcel 3:

Lots 2 and 3, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So " Lot 4" Section 10 Range 40, according to the map or plat thereof, recorded in Plat Book 1, page(s) 41 and Plat Book 1, page(s) 211, of the Public Records of St. Lucie County, Florida.

Parcel 4:

Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So "Lot 4" Section 10 Range 40, according to the map or plat thereof, recorded in Plat Book 1, page(s) 41 and Plat Book 1, page(s) 211, of the Public Records of St. Lucie County, Florida.

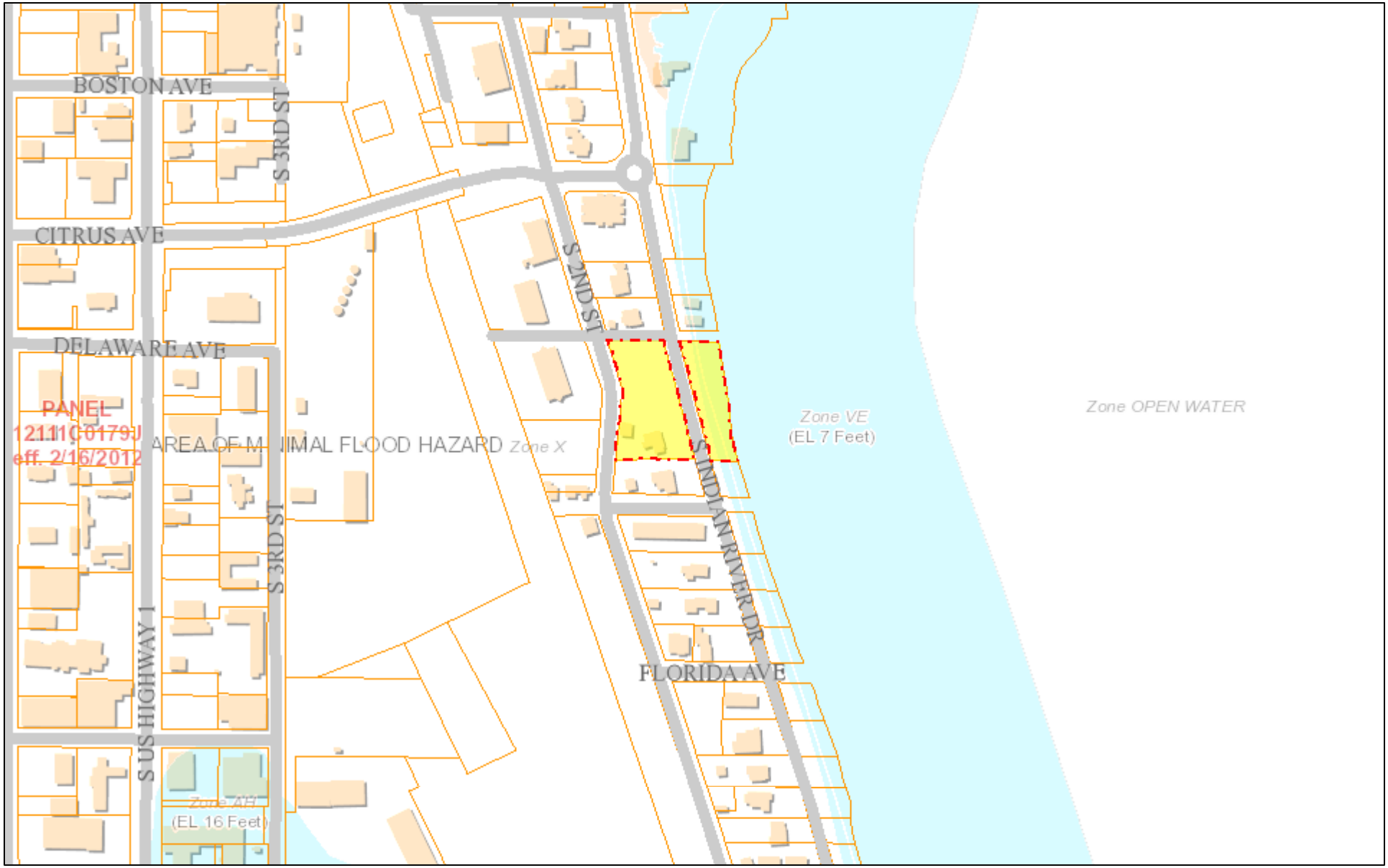
LESS AND EXCEPTING THEREFROM that portion of said Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So "Lot 4" Section 10 Range 40, previously conveyed by A.C. Simmons, et ux, to Anna Lee Denison, by warranty deed dated March 29, 1951, filed April 4, 1951 and recorded in Deed Book 164, page 329, Public Records of St. Lucie County, Florida, more particularly described as follows: Beginning at a point which lies on the South boundary line of Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So "Lot 4" Section 10 Range 40, according to the Plat thereof, on record in the Clerk's office in the courthouse building in and for St. Lucie County, Florida, which said point lies a distance of approximately 131 feet Westerly from a stake at the Southeast corner of the aforesaid Lot 4 etc.; from said point of beginning run North a distance of six tenths (0.6') of a foot; thence Westerly along the North side of a garage apartment belonging to Charles B. Hulcher, Annie Laura H. Garwood and Ruth H. Story for a distance of approximately 25 feet; thence South for a distance of approximately 2.4 feet to the aforesaid South boundary line of said Lot 4, Block E, A. B. Lowry's Subdivision of the East Part of Lot 7 of Tyler's Subdivision of Township 35 So "Lot 4" Section 10 Range 40, thence Easterly along the aforesaid South boundary line of said Lot 4 a distance of approximately 24.8 feet to the original Point of Beginning; it being the intention to convey that particular strip of ground over which the aforesaid garage apartment extends.

Parcel 5

All of Lots 1 and 2, situate and being East of Pine Street (Second Street), Plat of Andrews and Richards Resubdivision of Tyler's Subdivision, Section 10, Township 35 South, Range 40 East, as per plat thereof on file in Plat Book 1, Page 199, of the Public Records of St. Lucie County, Florida, EXCEPTING THEREFROM that part of Lot 2 conveyed to J.A. McNeill by Warranty Deed recorded in Deed Book 43, Page 560, as last conveyed by Warranty Deed from MMG Holdings, LLC to Jerome T. Cypher and Barbara V. Cypher, husband and wife, as recorded in Official Records Book 3523, page 1510, of the Public Records of St. Lucie County, Florida.

EXCEPTING THEREFROM all rights of way for public roads.

# Michelle Franklin, CFA - Saint Lucie County Property Appraiser




February 26, 2019

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

This information is deemed to be correct at this time but it is subject to change and is not warranted.
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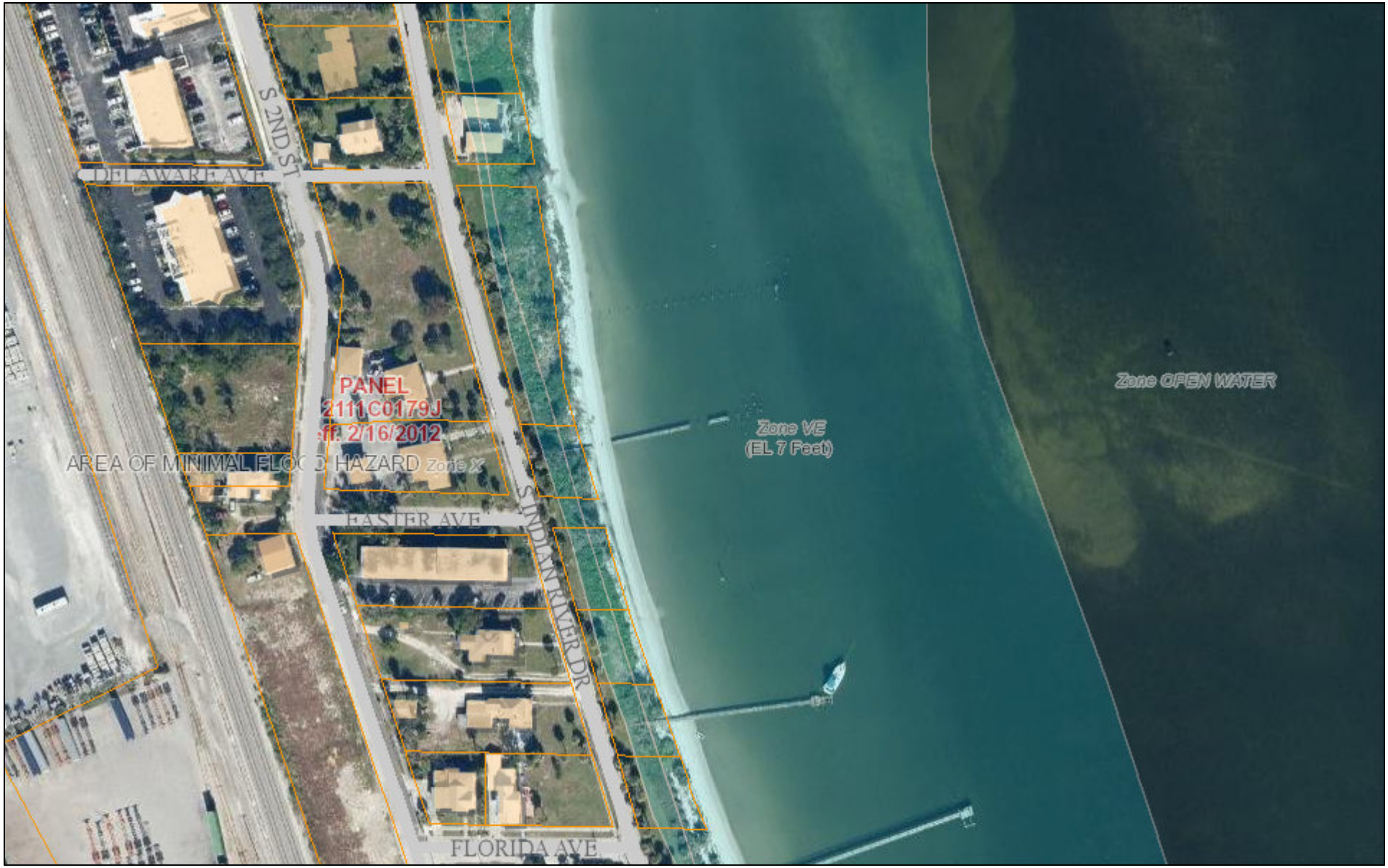
# Michelle Franklin, CFA - Saint Lucie County Property Appraiser




February 26, 2019

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

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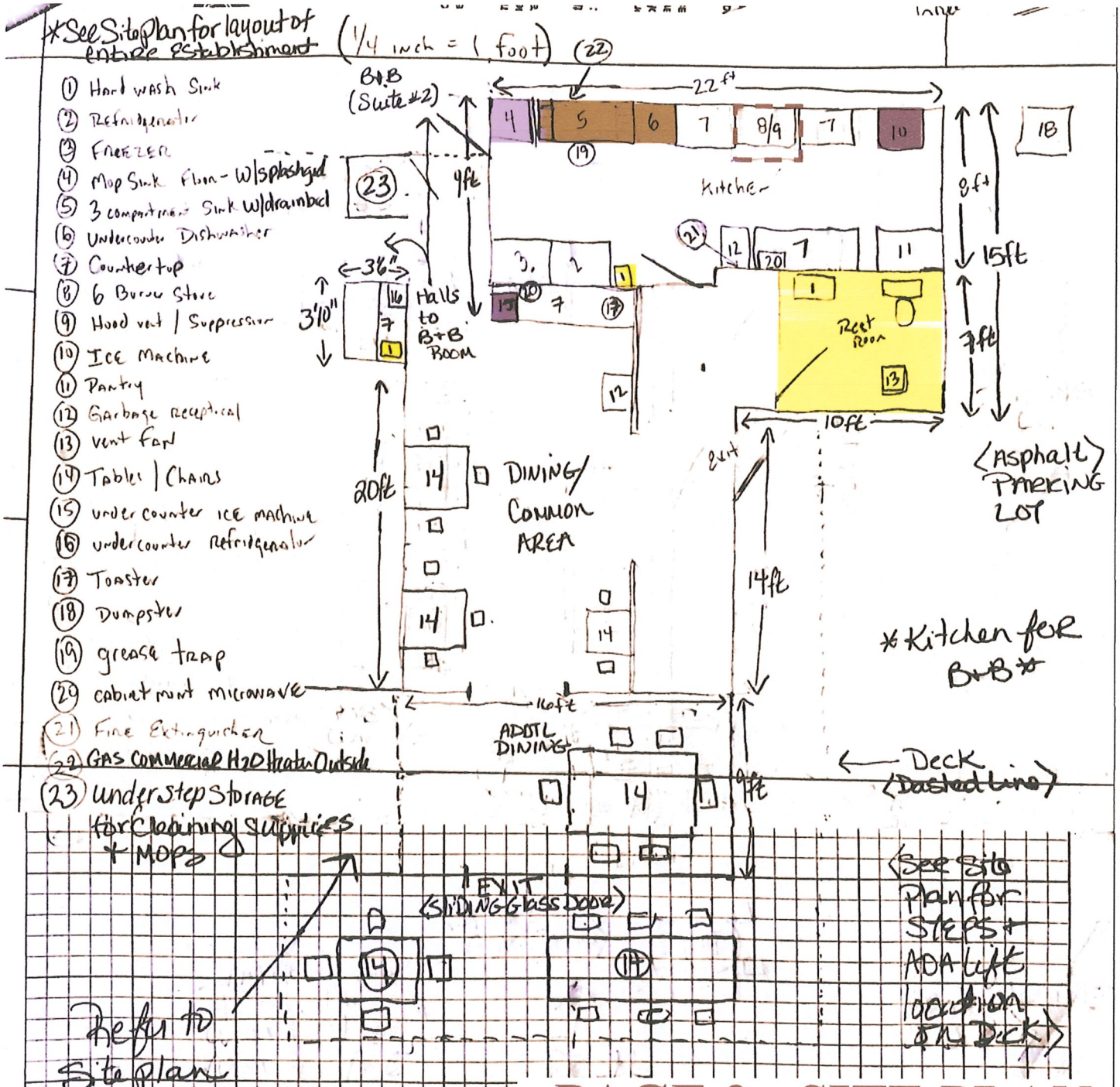
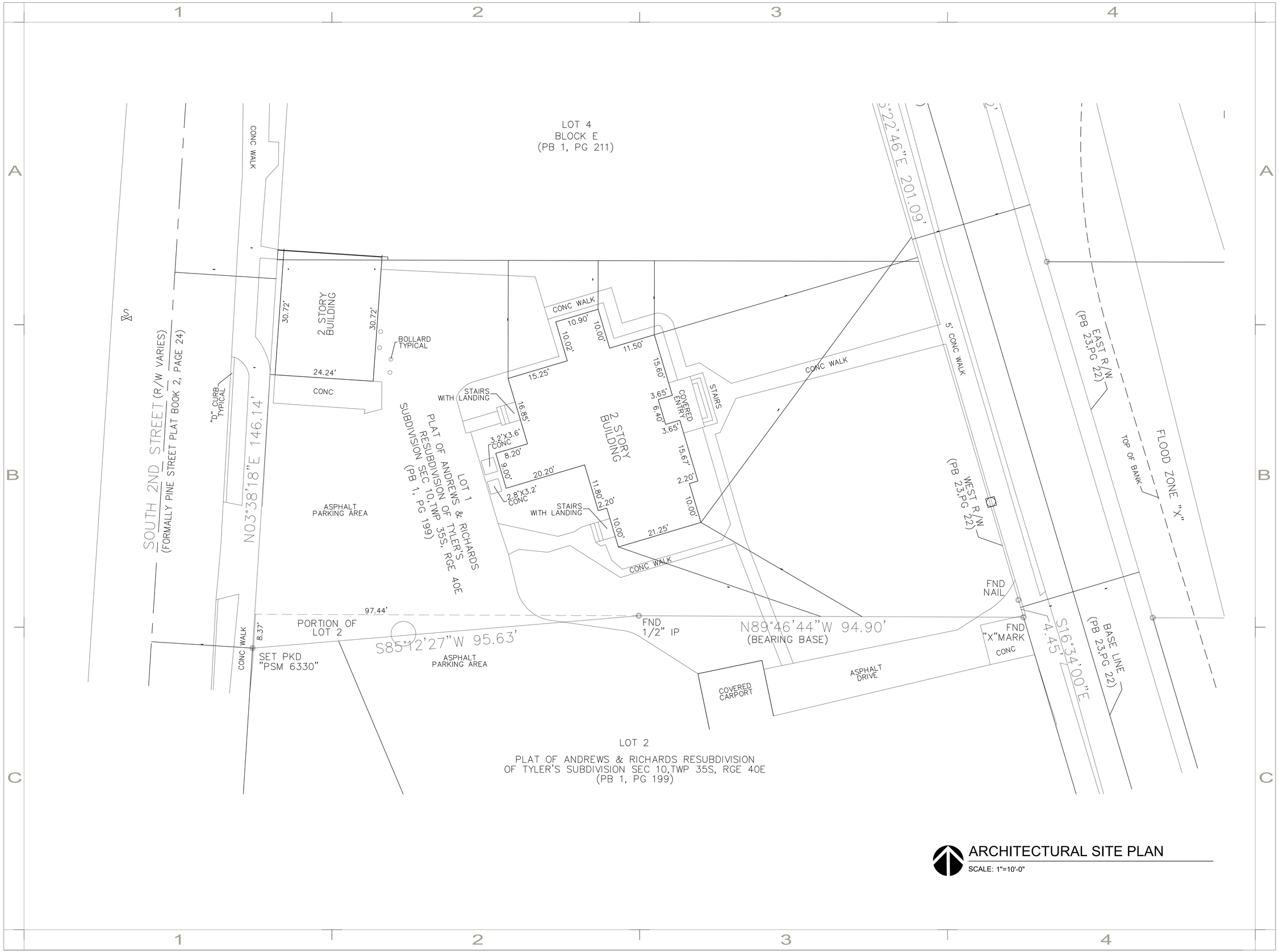



# PAGE 2: SITE PLAN

FOOD SERVICE PLAN APPROVED
Reviewer _____ Date 04.05.2018
Plans are in compliance subject to:
1) Connection to approved water and wastewater systems.
2) Compliance with applicable state and local codes.
3) Compliance with all provisos on specification worksheet.
See comments on Specification Sheet
File # 309087

Scanned by CamScanner




## ARCHITECTURAL SITE PLAN

SCALE: 1"=10'-0"


RAUL OCAMPO & ASSOCIATES, LLC
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STATE OF FLORIDA

FLORIDA ARCHITECT
BUSINESS LICENCE #
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2-12-18

ARCHITECT

REVISIONS:

| Date | Description |
|---|---|
| | |

CONTRACT DOCUMENTS FOR:

515 BUILDING BED & BREAKFAST

ADDRESS:
515 S INDIAN RIVER DR. FORT FIERCE, FLORIDA 34950

ARCHITECTURAL SITE PLAN

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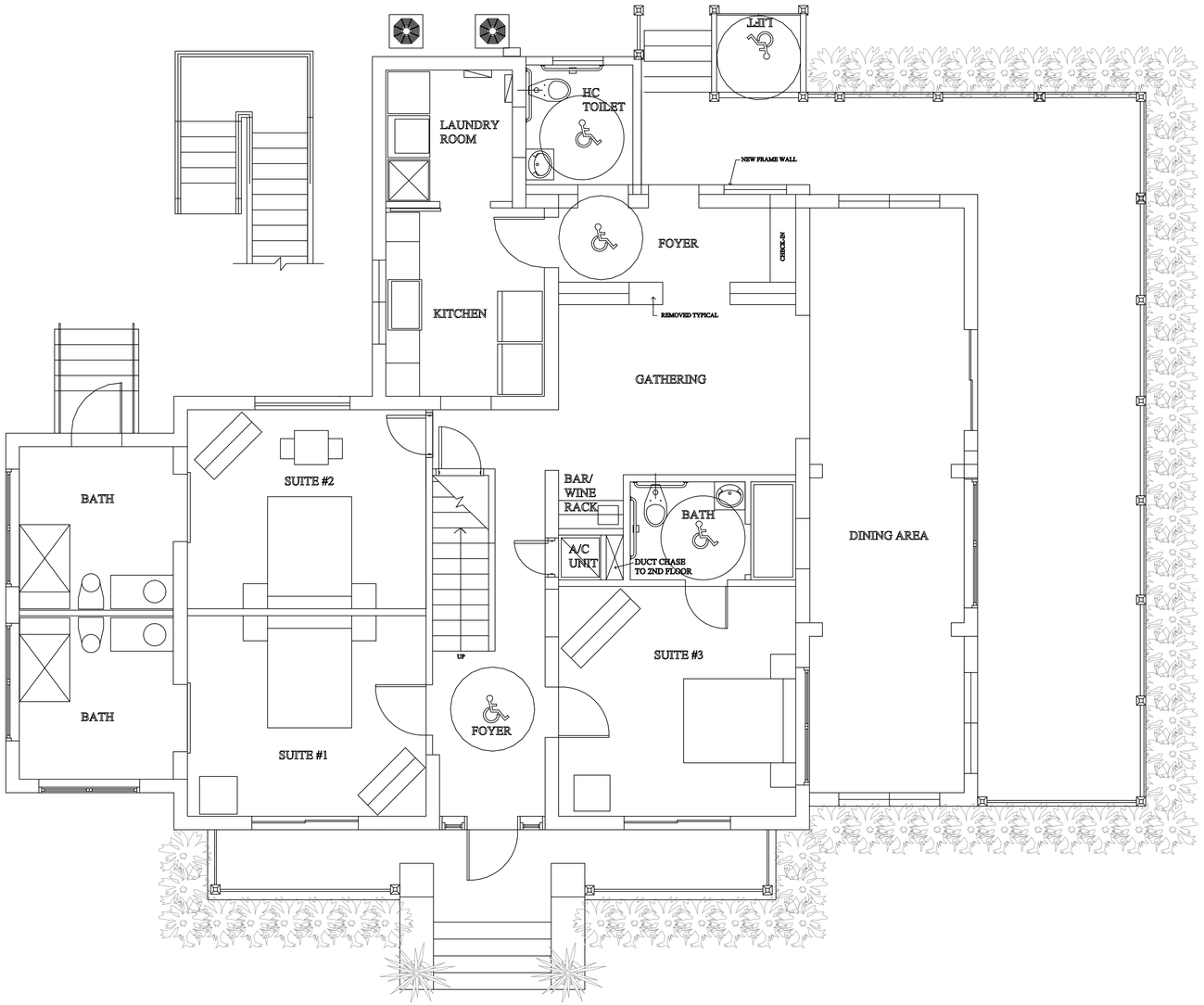
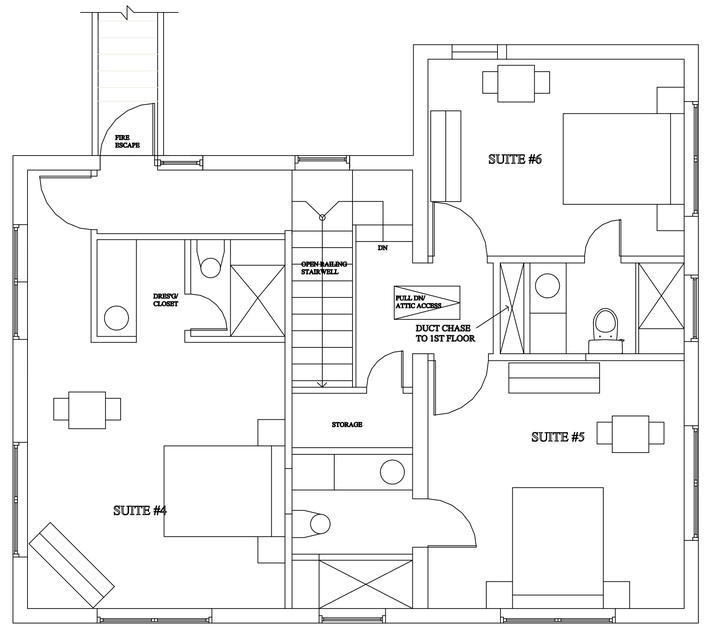



## SCHEME A FIRST FLOOR PLAN

SCALE: 1/4"=1'-0" PRELIMINARY




## SCHEME A SECOND FLOOR PLAN

SCALE: 1/4"=1'-0" PRELIMINARY

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STATE OF FLORIDA

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ARCHITECT

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| Date | Description |
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CONTRACT DOCUMENTS FOR:

# 515 BUILDING BED & BREAKFAST

ADDRESS:
515 S INDIAN RIVER DR. FORT FIERCE, FLORIDA 34950

SCHEME A
FLOOR PLANS

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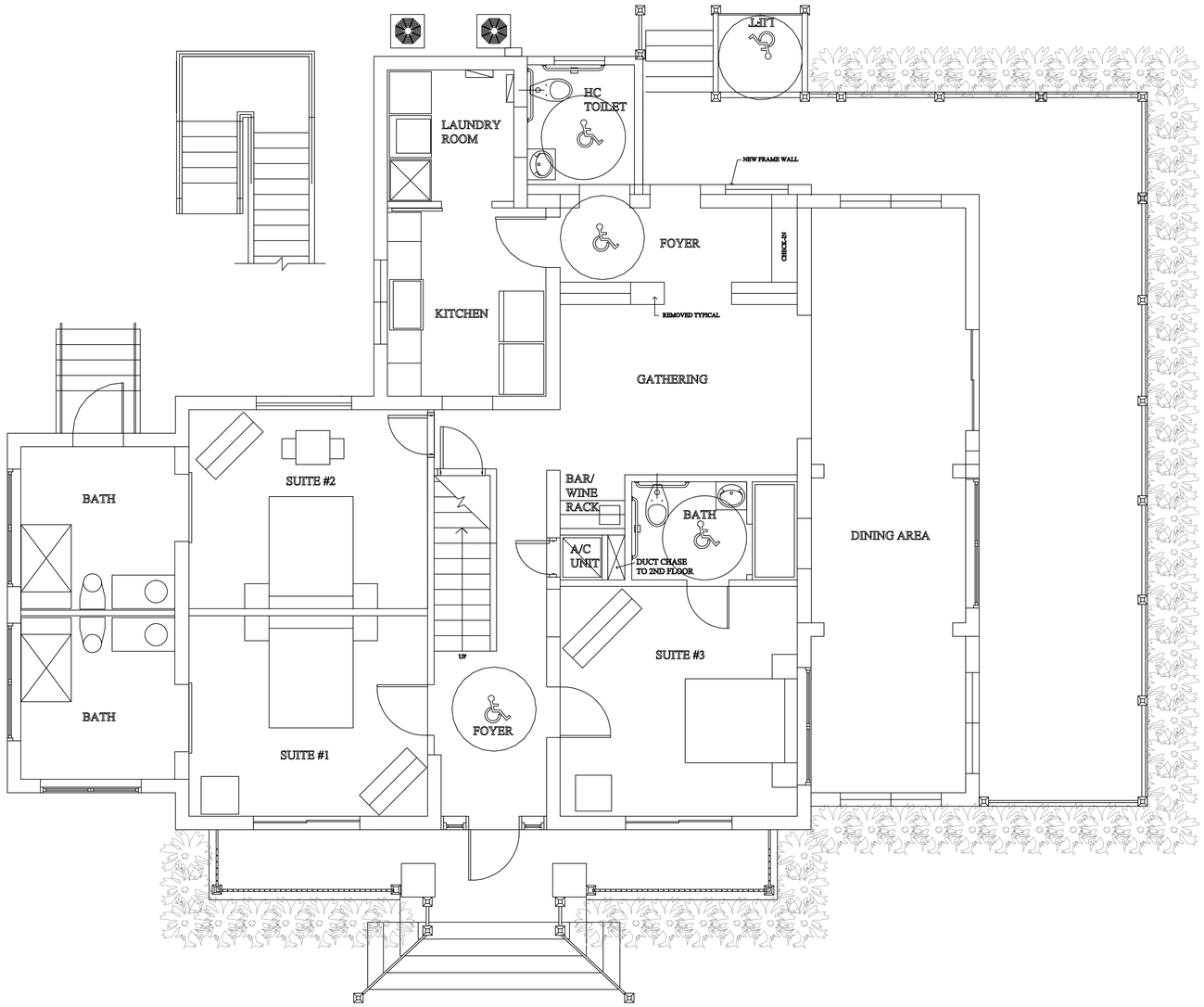
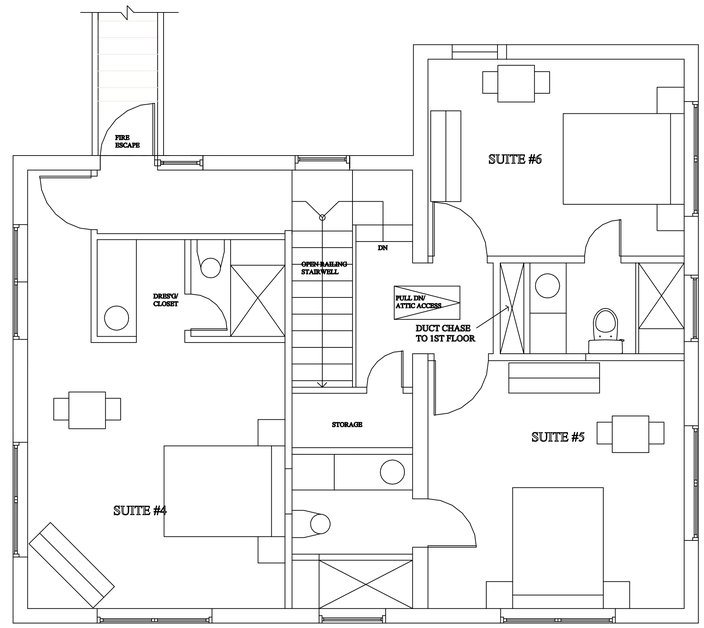
OF 2 SHEETS




## SCHEME B FIRST FLOOR PLAN

SCALE: 1/4"=1'-0" PRELIMINARY




## SCHEME B SECOND FLOOR PLAN

SCALE: 1/4"=1'-0" PRELIMINARY

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STATE OF FLORIDA

FLORIDA ARCHITECT
BUSINESS LICENCE #
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2-12-18

ARCHITECT

REVISIONS:

| Date | Description |
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CONTRACT DOCUMENTS FOR:

515 BUILDING BED & BREAKFAST

ADDRESS:
515 S INDIAN RIVER DR. FORT FIERCE, FLORIDA 34950

SCHEME B
FLOOR PLAN

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OF 2 SHEETS

## MECHANICAL SYMBOLS

LINEAR SUPPLY AIR GRILL

LINEAR RETURN AIR GRILL

SUPPLY AIR GRILL

RETURN AIR GRILL

DISTRIBUTION BOX

MIXING BOX

R-6 FLEX DUCT
MAX. LENGTH 14'-0"
R-6 RATED INSULATION

SUPPLY AIR GRILL

EXHAUST FAN

LIQUID AND VAPOR LINES
CU #X
3/4~ LIQ.
1 5/8~ VAP.
AHU #X
CONDENSING UNIT
AIR HANDLING UNIT

F.D. FIRE DAMPER

V.D. VOLUME DAMPER

U.C. UNDER CUT

FIRE SPRINKLED HEAD

T THERMOSTAT @ 48" A.F.F

SUPPLY DUCT
RETURN DUCT

SD CARBON MONOXIDE / SMOKE DETECTOR INTERCONNECTED TO EXHAUST FANS SYSTEM & MAIN DOOR OPERATION TO FORCE DOORTO OPEN W/ ACTUATED PROVIDEOVER RIDE TO DOOR OPERATION

RIGID AIR DUCT
SQUARE OR ROUND
R-6 RATED INSULATION

## FIXTURE SYMBOLS

RECESS HI-HAT

TRACK LIGHTING

WALL MOUNTED LIGHT

CEILING MOUNTED LIGHT

VP CEILING MOUNTED LIGHT / VAPOR PROOF

ELECTRICAL FAN

LINEAR LED LIGHT

TC TIME CLOCK

WALL PACK LIGHTING

EXHAUST FAN

SD SMOKE / CARBON MONOXIDE DETECTOR

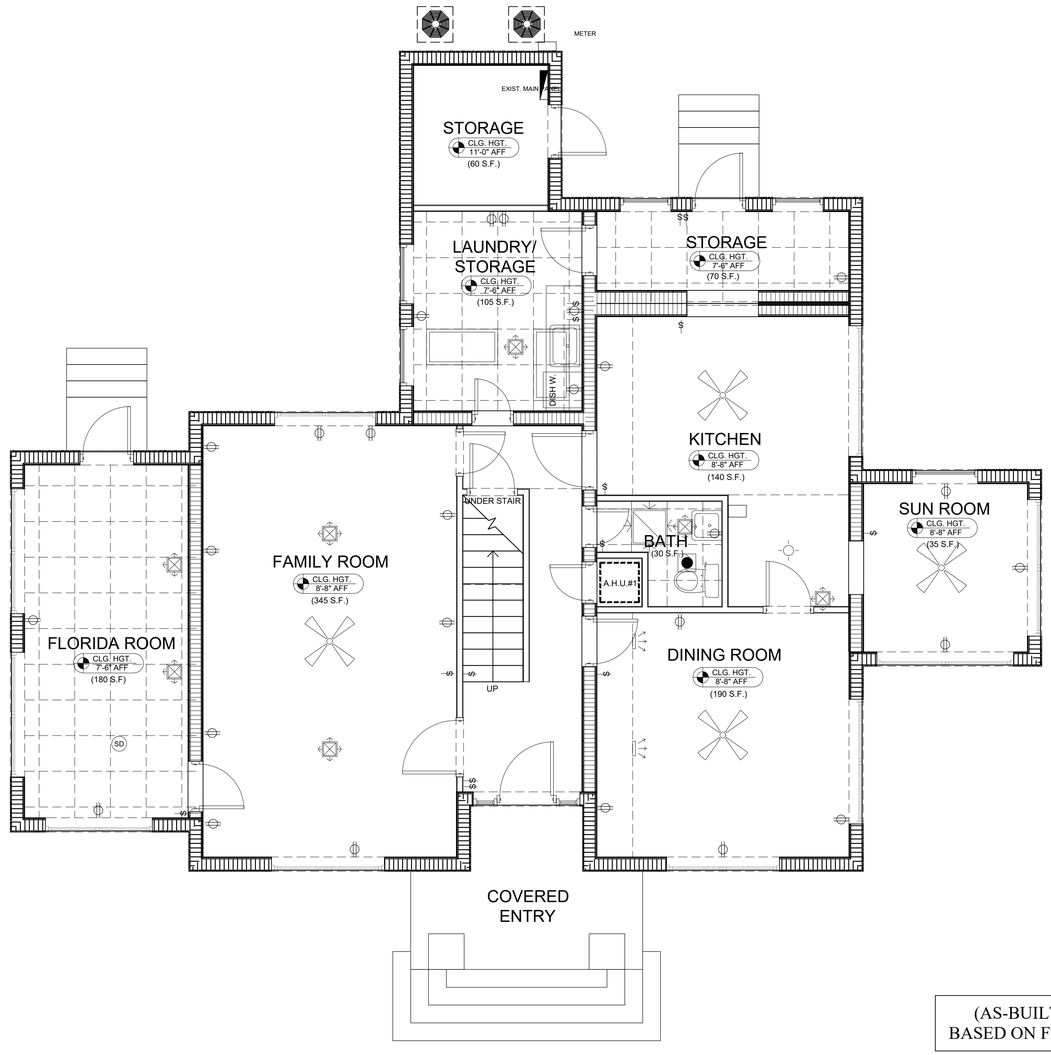
SECURITY LIGHTS

## WALL LEGEND

CMU WALL

EXTERIOR FRAMED WALL

INTERIOR FRAMED PARTITION WALL




(AS-BUILT DRAWINGS BASED ON FIELD MEASURE)

## AS-BUILT FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

PRELIMINARY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STATE OF FLORIDA

FLORIDA ARCHITECT
BUSINESS LICENCE #
AA26002935
2-12-18

A R C H I T E C T

REVISIONS:

| Date | Description |
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CONTRACT DOCUMENTS FOR:

# 515 BUILDING BED & BREAKFAST

ADDRESS:
515 S INDIAN RIVER DR. FORT PIERCE, FLORIDA 34950

AS BUILT FIRST FLOOR PLAN

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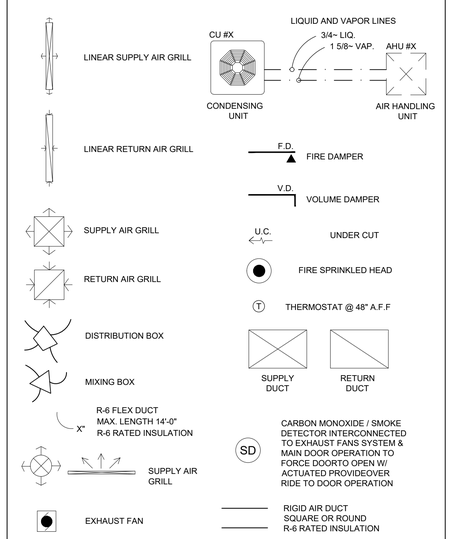
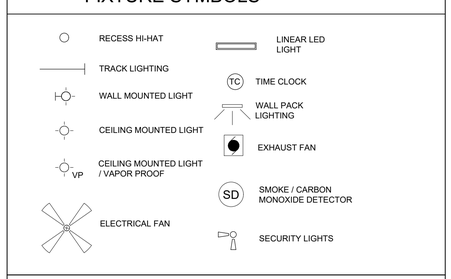
A-3

SHEET 3 OF 3 SHEETS

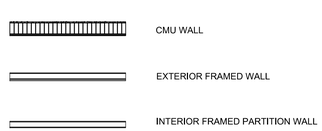
## MECHANICAL SYMBOLS

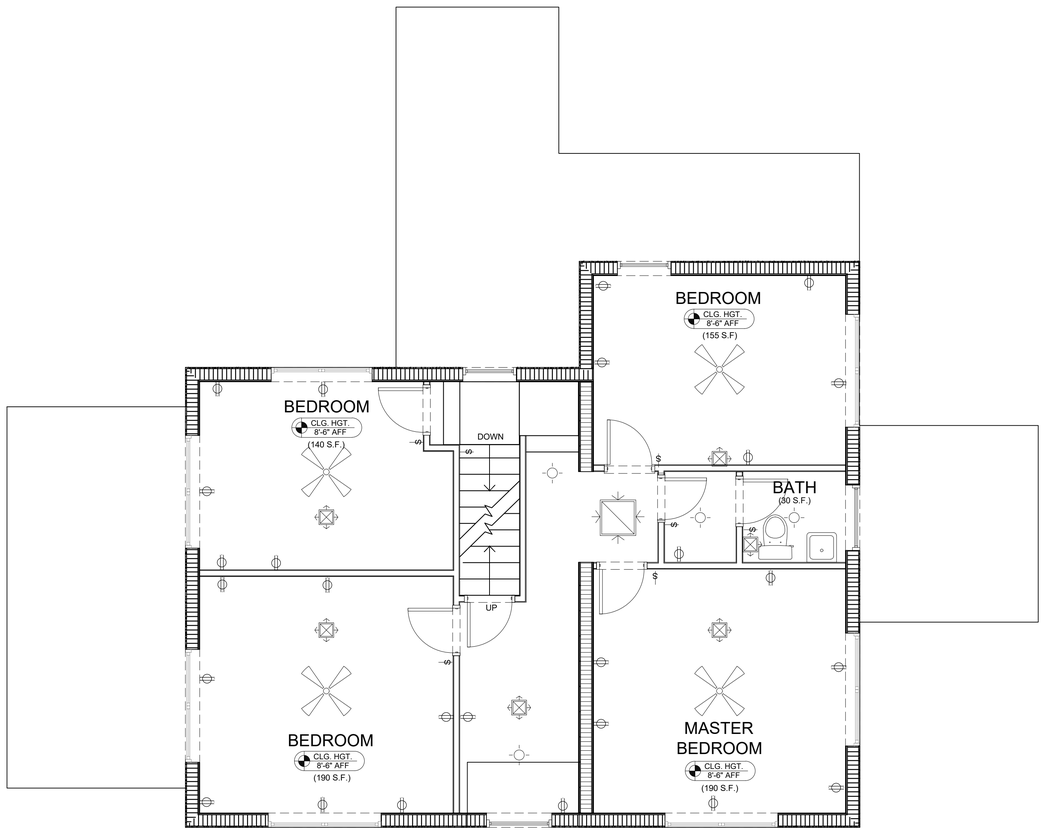



## FIXTURE SYMBOLS




## WALL LEGEND




(AS-BUILT DRAWINGS BASED ON FIELD MEASURE)

## AS-BUILT SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

PRELIMINARY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STATE OF FLORIDA

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BUSINESS LICENCE #
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ARCHITECT

REVISIONS:

| Date | Description |
|---|---|
| | |

CONTRACT DOCUMENTS FOR:

515 BUILDING BED & BREAKFAST

ADDRESS:
515 S INDIAN RIVER DR. FORT FIERCE, FLORIDA 34950

AS BUILT SECOND FLOOR PLAN

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OF 2 SHEETS



## SCHEME A WEST ELEVATION

SCALE: NTS PRELIMINARY



## SCHEME A SOUTH ELEVATION

SCALE: NTS PRELIMINARY



## SCHEME A EAST ELEVATION

SCALE: NTS PRELIMINARY



## SCHEME A NORTH ELEVATION

SCALE: NTS PRELIMINARY


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CONTRACT DOCUMENTS FOR:

# 515 BUILDING BED & BREAKFAST

ADDRESS:
515 S INDIAN RIVER DR. FORT FIERCE, FLORIDA 34950

SCHEME A
ELEVATIONS

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JOB FILE NUMBER:
C-17132

A-5

OF 2 SHEETS



## SCHEME B WEST ELEVATION

SCALE: NTS PRELIMINARY



## SCHEME B SOUTH ELEVATION

SCALE: NTS PRELIMINARY



## SCHEME B EAST ELEVATION

SCALE: NTS PRELIMINARY



## SCHEME B NORTH ELEVATION

SCALE: NTS PRELIMINARY


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SCHEME B ELEVATIONS

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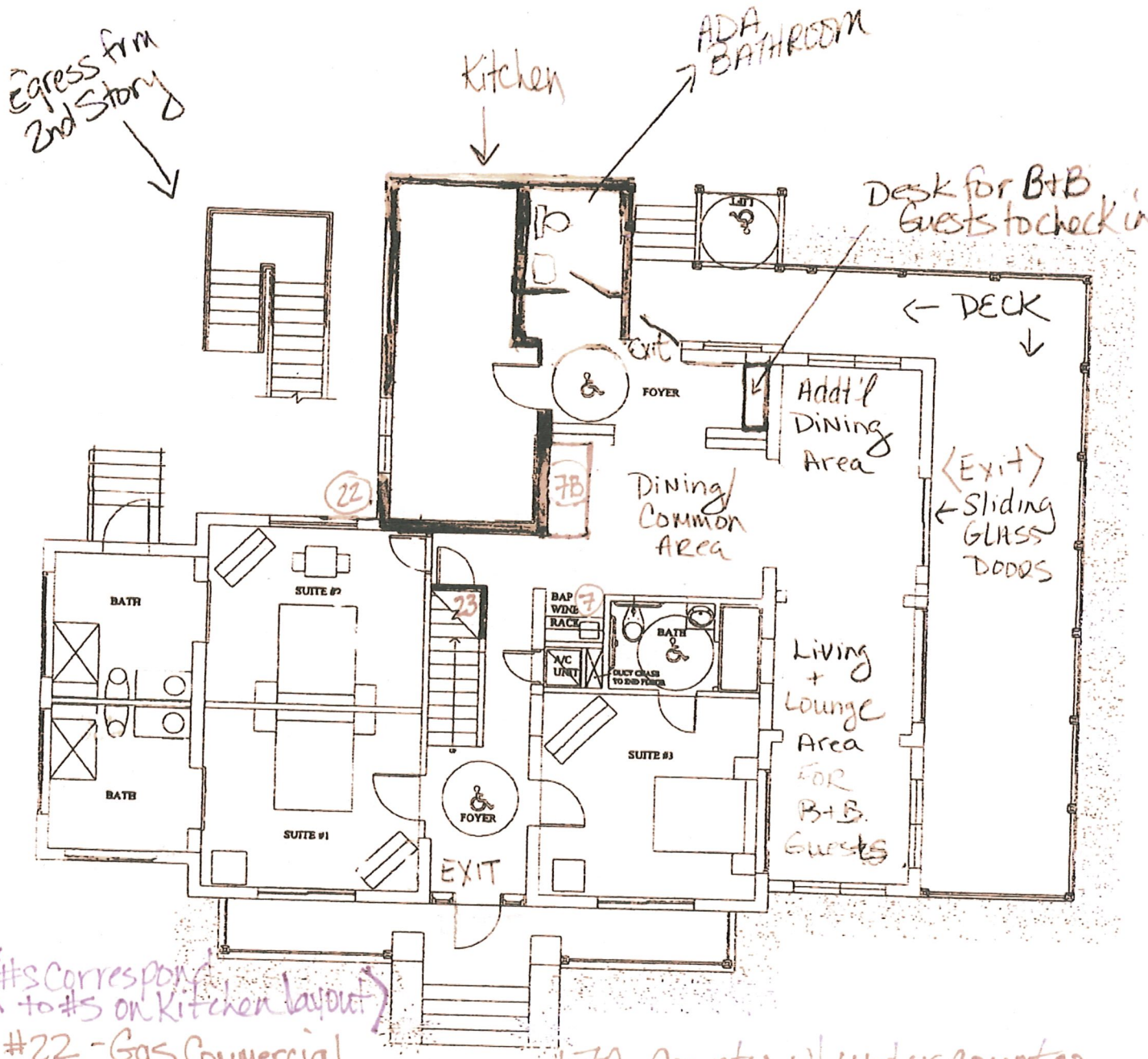
SHEET NO.

# B+B layout (1st Floor) - See "Kitchen layout" for Placement of equipment



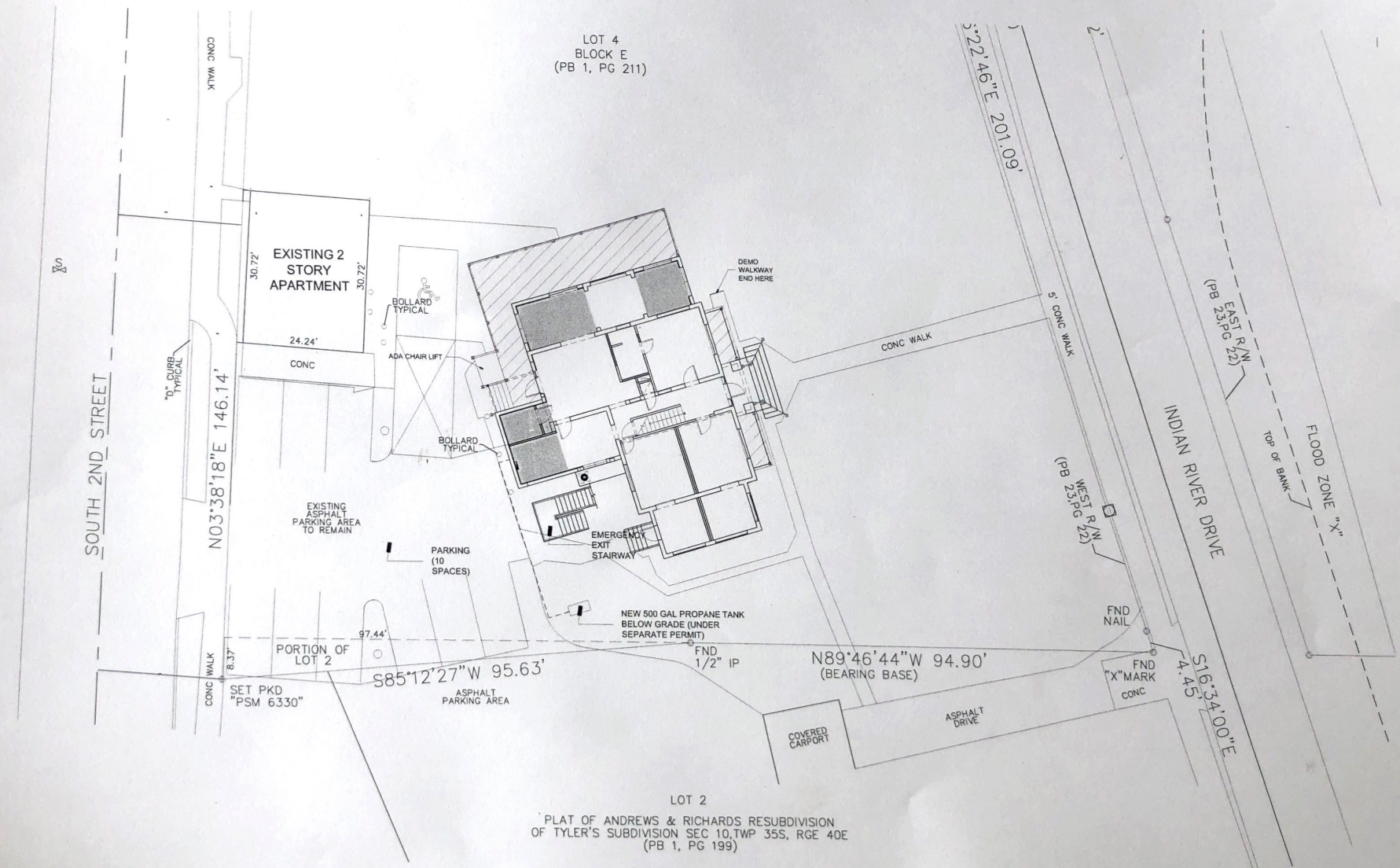

(#s correspond to #s on Kitchen layout)

#22 - Gas Commercial Hot water Heater (outside)

#23 - under stair storage for cleaning supplies including Mops

#7 - Counter w/ undercounter Refrig. + handsink

#7B - Counter w/ undercounter ice machine, TOASTER + MICROWAVE AREA




## ARCHITECTURAL SITE PLAN

SCALE: 1"=10'-0"

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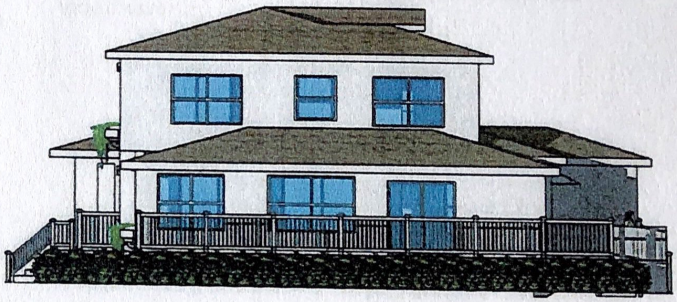
SCHEME B WEST ELEVATION

SCALE: NTS

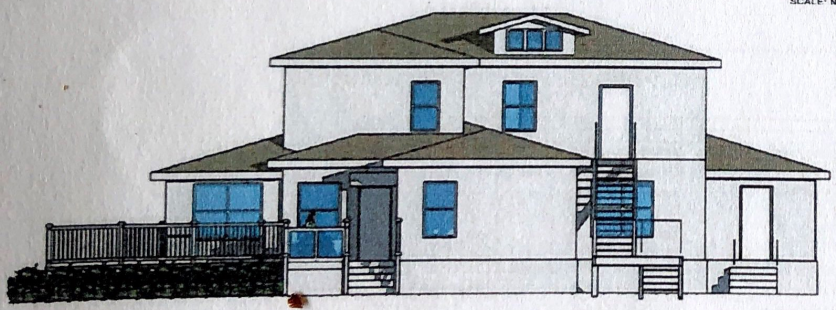
PRELIMINARY



SCHEME B SOUTH ELEVATION

SCALE: NTS

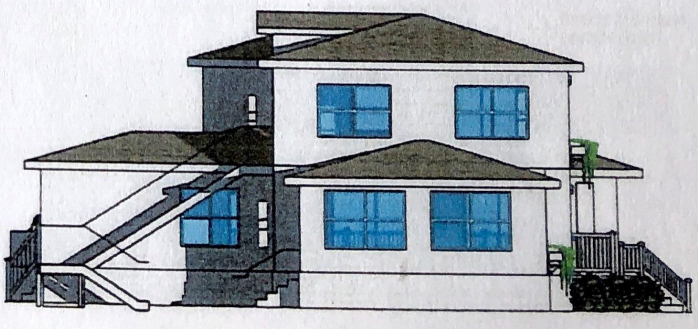
PRELIMINARY



SCHEME B EAST ELEVATION

SCALE: NTS

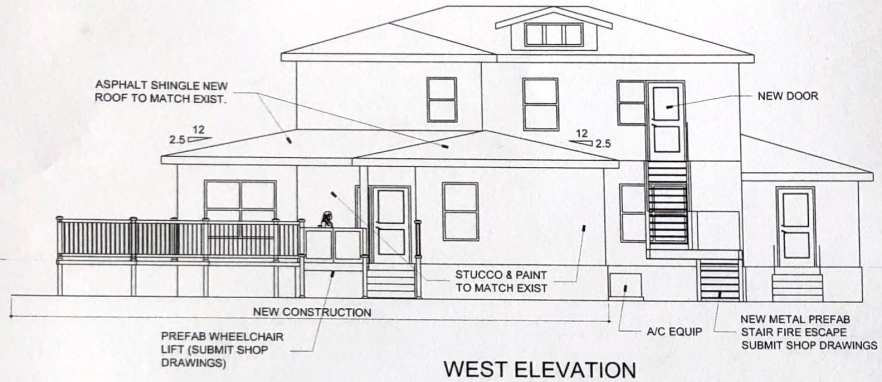
PRELIMINARY



SCHEME B NORTH ELEVATION

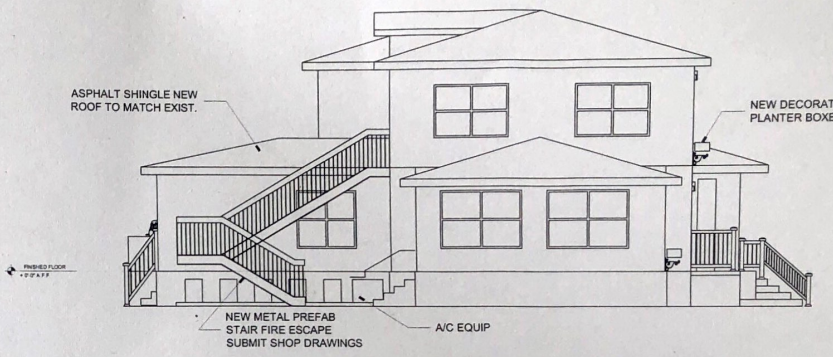
SCALE: NTS

PRELIMINARY




## WEST ELEVATION

SCALE: 3/16"=1'-0"




## SOUTH ELEVATION

SCALE: 3/16"=1'-0"

NOTE:
ALL WINDOWS IMPACT RESISTANT CGI WINDOWS




## EAST ELEVATION

SCALE: 3/16"=1'-0"




## NORTH ELEVATION

SCALE: 3/16"=1'-0"

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ELEVATIONS

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A-6

**SUSAN E. O'ROURKE, P.E., Inc.**

Traffic Engineering, Transportation Planning

# TRAFFIC ANALYSIS

# FOR

# Indian River Drive LUPA

Prepared for:

Michael Abinanti
266 Park Drive
Palantine, IL 60067

Prepared by

Susan E. O'Rourke, P.E., Inc.
969 SE Federal Highway, Suite 402
Stuart, Florida 34994
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SR15013.0

| | |
|---|---|
| Prepared by:<br>Susan E. O'Rourke, P.E., Inc.<br>Certificate of Authorization: #26869<br>969 SE Federal Highway, Suite 402<br>Stuart, Florida 34994<br>772-781-7918 | Professional Engineer<br>Susan E. O'Rourke, P.E.<br>Date signed and sealed: 4/29/15<br>License #: 42684 |

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**SUSAN E. O'ROURKE, P.E., Inc.**

Traffic Engineering, Transportation Planning

April 29, 2015

Mr. Michael Abinanti
266 Park Drive
Palantine, IL 60067

**Re: Indian River Drive, 8 lots LUPA**

Dear Mr. Abinanti:

Susan E. O'Rourke, P.E., Inc. has completed the analysis of the proposed land use plan amendment from OP to CBD. The land use amendment affects 8 lots with a total of 3.87 acres east of Indian River Drive in Fort Pierce, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,
Susan E. O'Rourke, P.E.

Registered Civil Engineer – Traffic

C 5.s.Indian River Drive 8lots report 4 18 15

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## FIGURES


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## APPENDIX


**APPENDIX A: Traffic Counts and Level of Service Report Fall 2014 and 2013 Growth Rate Calculation**
**APPENDIX B 2035 Traffic Volumes and Roadway Network Data**

## INTRODUCTION

Susan E. O'Rourke, P.E., Inc. was retained to prepare a traffic analysis for the proposed land use amendment of 3.87 acres of land with a land use category of OP Professional and business office. The proposal is to change the land use to CBD which is Central Business District. The purpose of this report is to determine the impact on the surrounding roadway system associated with the change in land use. The following analytical steps were taken:

- summary of the project description; existing land use and proposed land use,
- summary of existing lane geometrics,
- assessment of the change in trip generation
- summary of 2020 traffic volumes
- summary of 2035 traffic volumes

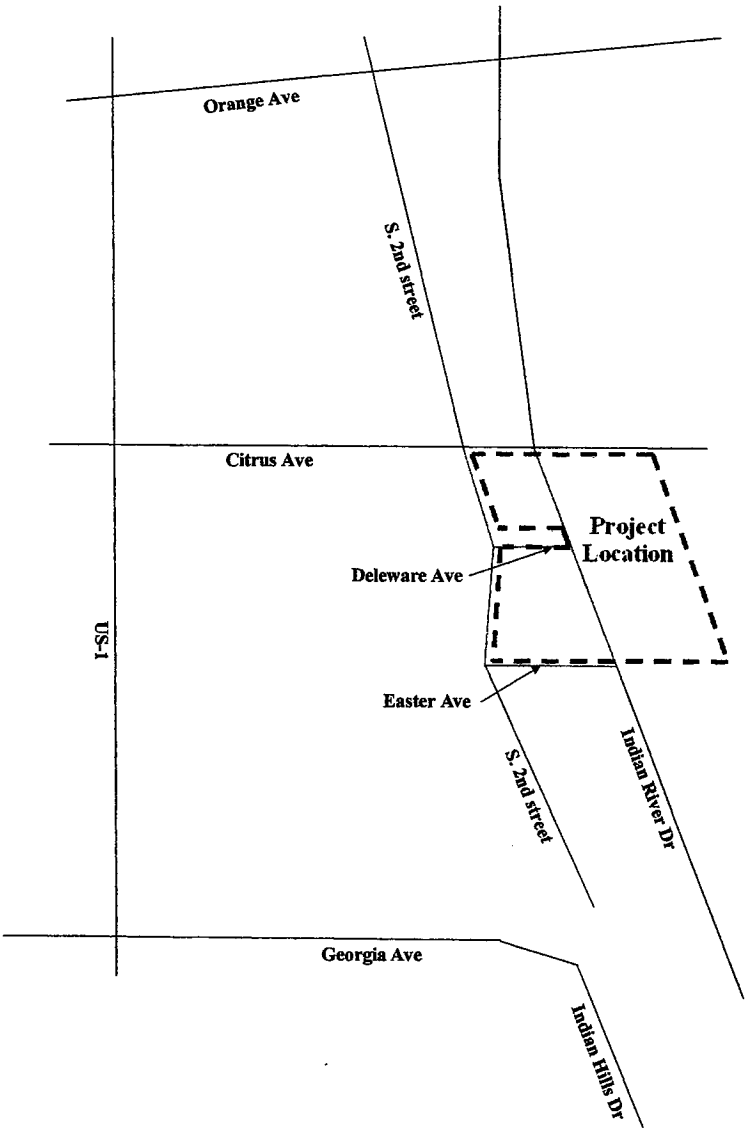
Each of these steps is outlined herein.

## PROJECT DESCRIPTION

The proposed land use amendment involves 8 parcels of land located south of Citrus Avenue, North of Easter Avenue, east of 2nd Street to the Indian River. **Figure 1** shows the project's location.

The existing land use designation for the site is OP. OP allows for up to 20% of the land to be residential and an FAR (floor area ratio) of 1.0 for the site. The worst case would be to have all non-residential. Professional office of 168,577 square feet was assumed. The proposal is to change the land use to CBD. CBD allows all the land to be used as high density residential but a minimum of 25% of square footage must be residential. An FAR of 3.0 is allowed. However, given the proximity to the River and the constraints of parking and other site restrictions, it is unlikely that an FAR of 3.0 would be achieved. Therefore, a 2.0 FAR was used for this analysis. 252,866 square feet of professional office and 56 multi family dwelling units were assumed.

The analysis of the project impacts in the five year period and the long range scenario, 2035 are discussed herein.




NORTH
Not to Scale

LEGEND
General Project Boundary

**FIGURE 1**

Project Location

Indian River Drive

## TRIP GENERATION

To estimate the trips generated by the existing future land use 168,577 square feet of office were assumed. ITE 9th edition, Land Use code 710 was applied to estimate the trips associated with the project. The trip generation for the land use under the existing future land use category is shown in **Table 1**.

For the proposed future land use, 56 multi- family units were assumed with 252,866 square feet of office on site. **Table 2** summarizes the trip generation associated with the proposed future land use.

The change in land use is the subject of the land use plan amendment. As shown in **Table 3**, there will be an increase of 3,033 daily trips, 137 AM peak hour trips and 125 PM peak hour trips.

## LANE GEOMETRICS

The study area was reviewed to determine the existing number and type of lanes along the roadway. Each roadway is described below.

Indian River Drive is a two lane arterial with a north/ south alignment.

Citrus Avenue is a four lane divided east/west arterial.

2nd Street is a two lane collector with a north/south alignment.

US 1 is a four lane divided major arterial with a north/south alignment.

## PROJECT ASSIGNMENT

The project traffic was distributed by general geographic direction and then assigned to the roadway network. This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations.

The project percent assignment is shown in **Figure 2.**

**Table 4** shows the project percent impact on the study area network.

**Table 1: Trip Generation- Existing Future Land Use**

**DAILY**

| Description | Land Use Code | Quantity | Daily Equation | Daily Trips | Internal % | Net Trips |
|---|---|---|---|---|---|---|
| Office | 710 | 168,577 | T= 32.2 (x) | 5445 | 0 | 5445 |
| Total | | 168577 | | 5445 | | 5445 |

**AM**

| Description | Land Use Code | Quantity | AM Equation | AM Trips | % In | % Out | AM In | AM Out | Internal % | Net Trips | Net in | Net out |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Office | 710 | 168,577 | Ln(t)=0.80+1.57 | 291 | 88 | 12 | 256 | 35 | 0 | 291 | 256 | 35 |
| Total | | 168577 | | 291 | | | 256 | 35 | | 291 | 256 | 35 |

**PM**

| Description | Land Use Code | Quantity | PM Equation | PM Trips | % In | % Out | PM In | PM Out | Internal % | Net Trips | Net in | Net out |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Office | 710 | 168,577 | T=1.12(x)+78.45 | 267 | 17 | 83 | 45 | 222 | 0 | 267 | 45 | 222 |
| Total | | 168577 | | 267 | | | 45 | 222 | | 267 | 45 | 222 |

Source: Trip Generation, 9th Edition

**Table 2: Trip Generation- Proposed Future Land Use**

**DAILY**

| Description | Land Use Code | Quantity | Daily Equation | Daily Trips | Internal % | Net Trips |
|---|---|---|---|---|---|---|
| | | | | | | |
| Office | 710 | 252,866 | T= 32.2 (x) | 8168 | 0.47% | 8129 |
| Condo Units | 230 | 56 | Ln(t)=0.87Ln(x)+2.46 | 388 | 10% | 349 |
| Total | | | | 8556 | | 8478 |

**AM**

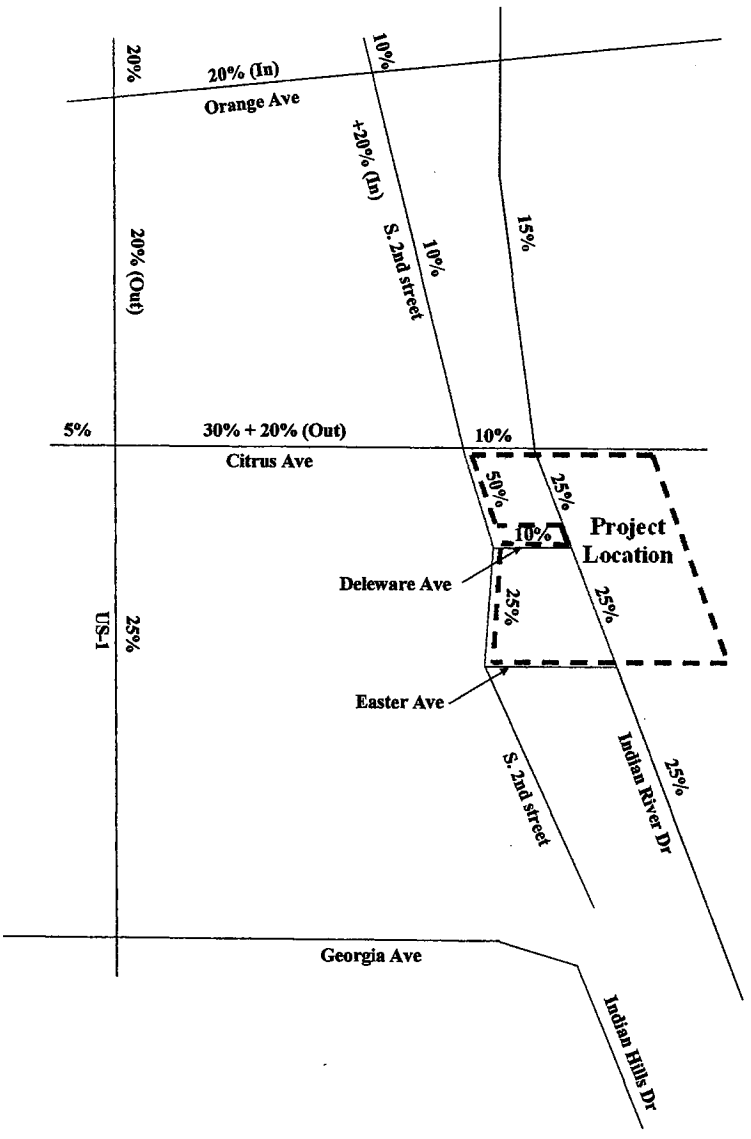
| Description | Land Use Code | Quantity | AM Equation | AM Trips | % In | % Out | AM In | AM Out | Internal % | Net Trips | Net in | Net out |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Office | 710 | 252,866 | Ln(t)=0.80+1.57 | 402 | 88 | 12 | 354 | 48 | 0.75% | 399 | 351 | 48 |
| Condo Units | 230 | 56 | Ln(t)=0.80+0.26 | 32 | 17 | 83 | 5 | 27 | 10% | 29 | 5 | 24 |
| Total | | | | 434 | | | 359 | 75 | | 428 | 357 | 72 |

**PM**

| Description | Land Use Code | Quantity | PM Equation | PM Trips | % In | % Out | PM In | PM Out | Internal % | Net Trips | Net in | Net out |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Office | 710 | 252,866 | T=1.12(x)+78.45 | 362 | 17 | 83 | 61 | 301 | 1% | 358 | 61 | 297 |
| Condo Units | 230 | 56 | Ln(t)=0.82Ln(x)+0.32 | 37 | 67 | 33 | 25 | 12 | 10% | 34 | 23 | 11 |
| Total | | | | 399 | | | 86 | 313 | | 392 | 84 | 308 |

Source: Trip Generation, 9th Edition

| Table 3: Net Trips | | | |
|---|---|---|---|
| | Existing FLU | Proposed FLU | Difference |
| Daily | 5445 | 8478 | 3033 |
| AM Peak Hour Trips | 291 | 428 | 137 |
| PM Peak Hour Trips | 267 | 392 | 125 |




NORTH
Not to Scale

LEGEND
General Project Boundary

**FIGURE 2**

Project Percent Assignment

Indian River Drive

## TABLE 4: Project Percent Impact

| Segment | | To | Lanes | (1) Roadway Classification | >=3% or >= 1% Adjacent Link | (2) LOS D Capacity | Project Traffic | Project % of Capacity | Project Percent Assignment |
|---|---|---|---|---|---|---|---|---|---|
| **Orange Ave** | 7th Street | US 1 | 2 | State Interrupted Flow Class I | NO | 17700 | 0 | 0.00% | 0% |
| | US 1 (3) | 2nd Street | 4LD+ | State Interrupted Flow Class I | NO | 39800 | 303 | 0.76% | 20% |
| | 2nd Street | Indian River Drive | 4LD | State Interrupted Flow Class I | NO | 39800 | 0 | 0.00% | 0% |
| **Citrus Avenue** | 7th Street | US 1 | 4LD | State Interrupted Flow Class I | NO | 39800 | 152 | 0.38% | 5% |
| | (4)US 1 | 2nd Street | 4LD | State Interrupted Flow Class I | Yes | 39800 | 1213 | 3.05% | 50% |
| | 2nd Street | Indian River Drive | 4LD | State Interrupted Flow Class I | NO | 39800 | 303 | 0.76% | 10% |
| **US 1** | Avenue A | Orange Avenue | 4LD | State Interrupted Flow Class I | NO | 39800 | 607 | 1.52% | 20% |
| | (5)Orange Ave | Citrus Avenue | 4LD | State Interrupted Flow Class I | NO | 39800 | 303 | 0.76% | 20% |
| | Citrus | Delaware | 4LD | State Interrupted Flow Class I | NO | 39800 | 758 | 1.91% | 25% |
| **2nd Street** | North | Orange Avenue | 2L | Non-State Interupted Flow ClassII | NO | 13320 | 303 | 2.28% | 10% |
| | (6)Orange Ave | Citrus Avenue | 2L | Non-State Interupted Flow ClassII | Yes | 13320 | 607 | 4.55% | 30% |
| | Citrus Ave | Easter Avenue | 2L | Non-State Interupted Flow ClassII | Yes | 13320 | 1517 | 11.39% | 50% |
| **Indian River Drive** | Avenue A | Orange | 2L | State Interrupted Flow Class II | Yes | 14800 | 455 | 3.07% | 15% |
| | Orange Ave | Citrus Avenue | 2L | State Interrupted Flow Class II | Yes | 14800 | 455 | 3.07% | 15% |
| | Citrus Ave | Easter Avenue | 2L | State Interrupted Flow Class I | Yes | 17700 | 758 | 4.28% | 25% |
| | Easter Avenue | Savannah | 2L | Uniterrupted Flow Highway | Yes | 24200 | 758 | 3.13% | 25% |
| | Savannah | South | 2L | Uniterrupted Flow Highway | Yes | 24200 | 607 | 2.51% | 20% |

**1) St. Lucie County Comprehensive Plan Classification**

**2) FDOT 2012 Corresponding LOS**

**3) Inbound only**

**4) Inbound /outbound 30% plus 20% outbound**

**5) 20% Outbound Only**

**6) 10% plus 20% Inbound Only**

| | |
|---|---|
| Daily Trips In | 1,517 |
| Daily Trips Out | 1,516 |
| | 1.010 |
| | 5 |
| Total | 3033 |

## FUTURE TRAFFIC VOLUMES – 2020

Links where the project traffic has an impact of 3% or more were considered in the link analysis. Future traffic estimates were developed for those links. The 2013 and 2014 traffic volumes were taken from the TPO Traffic Counts and Level of Service Report Fall 2013 and 2014 to reflect existing conditions and grown to reflect the 2020 volumes before the project traffic was added. The growth rate is negative however, a 1% per year rate was used to project to 2020. The project traffic was then added to that volume to create the 2020 total traffic volumes.

**Table 5** shows the link analysis for the total traffic conditions with the proposed land use plan amendment in place for 2020. As shown, all links will be operating at acceptable levels of service with the amendment in place.

**Appendix A** provides the TPO Traffic Counts and Level of Service Report 2013 and 2014 as well as the historic growth rate calculations.

## FUTURE TRAFFIC – 2035 LINK ANALYSIS

The proposals to amend the comprehensive plan must demonstrate that the impacts created by the new project can be accommodated on the long range circulation plan that has been adopted for the existing future land use. To determine the impact created by the change in land use, the traffic volumes from the 2035 Long Range Transportation Plan were used.

**Table 6** summarizes the 2035 volumes with the project traffic added. The total traffic volumes were compared to the capacity of the roadway under the 2035 conditions. As shown, all links will be operating at acceptable levels of service for the long range scenario with the amendment in place.

**Appendix B** contains the 2035 volumes and network data.

## CONCLUSION

The proposed land use will result in an increase in trips of 3,033 daily trips.

On the links within the study area, there would be an increase in traffic associated with the land use plan amendment. However, the analysis has demonstrated that the roadway network will accommodate the change in land use.

**Table 5 - Daily LINK ANALYSIS-2020**

| Segment | From | To | Lanes (both directions) | 3% or Greater or 1% on Adjacent Link | 2014 (1) | Years Grown | 2020 + Growth | Existing FULA Trips | 2020 Growth + Committed | LOS D Daily Capacity(FDOT Quality LOS 2012) | Project Volume | 2020 Total Traffic | % Project of Capacity | Does Project Meet Concurrency? | Project Percent Assignment | LOS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Indian River Drive** | Avenue A | Orange Ave | 2 | Yes | 4680 | 6 | 4968 | 817 | 5785 | 14800 | 455 | 6240 | 3.07% | YES | 15% | C |
| | Orange Ave | Citrus Ave | 2 | Yes | 4524 | 6 | 4802 | 817 | 5619 | 14800 | 455 | 6074 | 3.07% | YES | 15% | C |
| * | Citrus Ave | Easter Ave | 2 | Yes | 4100 | 6 | 4352 | 1361 | 5713 | 17700 | 758 | 6472 | 4.28% | YES | 25% | C |
| * | Easter Ave | Savannah Rd | 2 | Yes | 4100 | 7 | 4396 | 1361 | 5757 | 24200 | 758 | 6515 | 3.13% | YES | 25% | A |
| * | Savannah Rd | South | 2 | Yes | 5369 | 7 | 5756 | 1089 | 6845 | 24200 | 607 | 7452 | 2.51% | YES | 20% | B |
| **Citrus Ave** | US 1 | 2nd St | 4LD | Yes | 4020 | 6 | 4267 | 2723 | 6990 | 39800 | 1213 | 8203 | 3.05% | YES | 50% | C |
| **2nd Street** | Orange Ave | Citrus Ave | 2 | Yes | 2400 | 6 | 2548 | 1634 | 4181 | 13320 | 607 | 4788 | 4.55% | YES | 30% | C |
| | Citrus Ave | Easter Ave | 2 | Yes | 2400 | 6 | 2548 | 2723 | 5270 | 13320 | 1517 | 6787 | 11.39% | YES | 50% | C |
| | | | | | | | | | | | | | | | | |

(1)St. Lucie County TPO 2014 ADT

*2014 Counts N/A on Indian River Drive south of Citrus Avenue; 2013 ADT used

| | Net | Existing |
|---|---|---|
| Daily: | 3033 | 5445 |
| Growth | 1.01 | |

**Table 6 - Daily LINK ANALYSIS-2035**

| Segment | From | To | Lanes (both directions) | 3% or Greater or 1% on Adjacent Link | 2035 | Years Grown | 2035 AADT | Existing FULA Trips | 2035 PM Growth | LOS D Daily Capacity(FDOT Quality LOS 2012) | Project Volume | 2035 Total Traffic | % Project of Capacity | Does Project Meet Concurrency? | Project Percent Assignment | LOS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Indian River Drive** | Avenue A | Orange Ave | 2 | Yes | 9548 | 0 | 9548 | 0 | 9548 | 14800 | 455 | 10003 | 3.07% | YES | 15% | D |
| | Orange Ave | Citrus Ave | 2 | Yes | 9548 | 0 | 9548 | 0 | 9548 | 14800 | 455 | 10003 | 3.07% | YES | 15% | D |
| | Citrus Ave | Easter Ave | 2 | Yes | 16556 | 0 | 16556 | 0 | 16556 | 17700 | 758 | 17314 | 4.28% | YES | 25% | D |
| | Easter Ave | Savannah Rd | 2 | Yes | 16556 | 0 | 16556 | 0 | 16556 | 24200 | 758 | 17314 | 3.13% | YES | 25% | D |
| | Savannah Rd | South | 2 | Yes | 15506 | 0 | 15506 | 0 | 15506 | 24200 | 607 | 16113 | 2.51% | YES | 20% | C |
| **Citrus Ave** | US 1 | 2nd St | 4LD | Yes | 5108 | 0 | 5108 | 0 | 5108 | 39800 | 1213 | 6321 | 3.05% | YES | 50% | C |
| **2nd Street (1)** | Orange Ave | Citrus Ave | 2 | Yes | 2814 | 0 | 2814 | 0 | 2814 | 13320 | 607 | 3421 | 4.55% | YES | 30% | C |
| | Citrus Ave | Easter Ave | 2 | Yes | 2814 | 0 | 2814 | 0 | 2814 | 13320 | 1517 | 4331 | 11.39% | YES | 50% | C |
| | | | | | | | | | | | | | | | | |

**2035 Traffic Volumes**

**Note: The Future Volumes assume EFLU volumes are included.**

(1) 2035 Volume Estimated based on 2014 Volume grown to 2035 w/ 1% growth

| | Net | Existing |
|---|---|---|
| Daily | 3033 | 5445 |

# APPENDIX A

## 2013 and 2014 Traffic Counts and Level of Service Report Fall Growth Rate Calculation

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

# Traffic Counts and Level of Service Report
## Fall 2013

| Roadway Name | Location | AADT | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| GLADES CUT-OFF RD | RANGE LINE RD to 0.6 MILE EAST OF RESERVE BL... | 1,800 | 1,120 | 135 | B | 0.321 | 153 | B | 0.364 |
| GLADES CUT-OFF RD | RESERVE BLVD to COMMERCE CENTER DR | 2,900 | 1,120 | 393 | B | 0.936 | 341 | B | 0.812 |
| GLADES CUT-OFF RD | MARTIN COUNTY LINE to RANGE LINE RD | 1,800 | 430 | 135 | B | 0.563 | 153 | B | 0.638 |
| GLADES CUT-OFF RD | COMMERCE CENTER DR to MIDWAY RD | 1,783 | 830 | 135 | B | 0.281 | 123 | B | 0.256 |
| GLADES CUT-OFF RD | MIDWAY RD to JENKINS RD | 6,000 | 830 | 401 | B | 0.835 | 358 | B | 0.746 |
| GLADES CUT-OFF RD | JENKINS RD to SELVITZ RD | 4,800 | 830 | 294 | B | 0.613 | 266 | B | 0.554 |
| GRAHAM RD | KINGS HWY to JENKINS RD | 2,800 | 460 | 219 | B | 0.811 | 175 | B | 0.648 |
| GREEN RIVER PKWY | BERKSHIRE BLVD to MARIPOSA AVE | 3,451 | 1,140 | 240 | B | 0.600 | 219 | B | 0.548 |
| GREEN RIVER PKWY | MARIPOSA AVE to MELALEUCA | 3,451 | 1,140 | 240 | B | 0.600 | 219 | B | 0.548 |
| GREEN RIVER PKWY | MELALEUCA to WALTON RD | 3,451 | 1,140 | 240 | B | 0.600 | 219 | B | 0.548 |
| HARTMAN RD | OKEECHOBEE RD to PETERSON RD | 4,800 | 790 | 302 | B | 0.657 | 297 | B | 0.646 |
| HARTMAN RD | PETERSON RD to DELAWARE AVE | 4,800 | 630 | 302 | B | 0.816 | 297 | B | 0.803 |
| HARTMAN RD | DELAWARE AVE to ORANGE AVE | 4,800 | 770 | 302 | C | 0.570 | 297 | C | 0.560 |
| HEADER CANAL RD | OKEECHOBEE RD to ORANGE AVE | 447 | 740 | 32 | B | 0.133 | 29 | B | 0.121 |
| HILLMOOR DR | TIFFANY AVE to LENNARD RD | 3,600 | 600 | 229 | B | 0.654 | 269 | B | 0.769 |
| INDIAN RIVER DR | MARTIN COUNTY LINE to WALTON RD | 5,400 | 1,140 | 326 | B | 0.815 | 357 | B | 0.893 |
| INDIAN RIVER DR | WALTON RD to MIDWAY RD | 3,800 | 1,140 | 297 | B | 0.743 | 298 | B | 0.745 |
| INDIAN RIVER DR | MIDWAY RD to SAVANNAH RD | 5,369 | 1,140 | 465 | C | 0.581 | 484 | C | 0.605 |
| INDIAN RIVER DR | SAVANNAH RD to CITRUS AVE | 4,100 | 1,140 | 366 | B | 0.915 | 383 | B | 0.958 |
| INDIAN RIVER DR | CITRUS AVE to ORANGE AVE | 4,423 | 730 | 263 | C | 0.526 | 301 | C | 0.602 |
| INDIAN RIVER DR | ORANGE AVE to AVENUE A | 4,639 | 790 | 271 | B | 0.589 | 264 | B | 0.574 |
| INDIAN RIVER DR | AVENUE D to SEAWAY DR | 5,876 | 600 | 343 | D | 0.572 | 404 | D | 0.673 |
| INDIAN RIVER DR | AVENUE A to AVENUE D | 5,876 | 630 | 343 | B | 0.927 | 404 | C | 0.685 |
| INDRIO RD | 3 MILES WEST OF I-95 to INTERSTATE 95 - WEST... | 1,318 | 1,120 | 96 | B | 0.229 | 104 | B | 0.248 |
| INDRIO RD | INTERSTATE 95 - WEST RAMPS to INTERSTATE 95 ... | 1,318 | 3,130 | 96 | B | 0.057 | 104 | B | 0.062 |
| INDRIO RD | INTERSTATE 95 - EAST RAMPS to KOBLEGARD RD | 10,129 | 3,130 | 579 | B | 0.347 | 609 | B | 0.365 |
| INDRIO RD | KOBLEGARD RD to JOHNSTON RD | 10,129 | 640 | 579 | C | 0.965 | 609 | D | 0.952 |
| INDRIO RD | JOHNSTON RD to EMERSON RD | 10,129 | 800 | 579 | C | 0.772 | 609 | C | 0.812 |
| INDRIO RD | EMERSON RD to KINGS HWY | 9,745 | 840 | 587 | C | 0.743 | 494 | C | 0.625 |

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# Traffic Counts and Level of Service Report
## Fall 2014

| Roadway Name | Location | AADT | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| 2ND ST | CITRUS AVE to ORANGE AVE | 2,400 | 510 | 211 | C | 0.844 | 173 | C | 0.692 |
| 2ND ST | ORANGE AVE to AVENUE A | 2,000 | 510 | 122 | C | 0.488 | 123 | C | 0.492 |
| 7TH ST | SUNRISE BLVD to GEORGIA AVE | 584 | 510 | 41 | C | 0.164 | 41 | C | 0.164 |
| 7TH ST | GEORGIA AVE to DELAWARE AVE | 1,209 | 710 | 72 | C | 0.206 | 85 | C | 0.243 |
| 7TH ST | DELAWARE AVE to CITRUS AVE | 2,168 | 710 | 118 | C | 0.337 | 116 | C | 0.331 |
| 7TH ST | CITRUS AVE to ORANGE AVE | 2,168 | 640 | 118 | C | 0.369 | 116 | C | 0.363 |
| 7TH ST | ORANGE AVE to AVENUE C | 3,700 | 640 | 194 | C | 0.606 | 202 | C | 0.631 |
| 7TH ST | AVENUE C to AE BACKUS AVE | 3,700 | 510 | 194 | C | 0.776 | 202 | C | 0.808 |
| 7TH ST | AE BACKUS AVE to AVENUE D | 3,700 | 640 | 194 | C | 0.606 | 202 | C | 0.631 |
| 7TH ST | AVENUE D to AVENUE H | 1,700 | 640 | 108 | C | 0.338 | 107 | C | 0.334 |
| 10TH ST | DELAWARE AVE to ORANGE AVE | 150 | 510 | 11 | C | 0.044 | 14 | C | 0.056 |
| 10TH ST | ORANGE AVE to AVENUE C | 150 | 510 | 11 | C | 0.044 | 14 | C | 0.056 |
| 10TH ST | AVENUE C to AVENUE D | 150 | 510 | 11 | C | 0.044 | 14 | C | 0.056 |
| 13TH ST | VIRGINIA AVE to NEBRASKA AVE | 6,937 | 640 | 405 | D | 0.633 | 367 | D | 0.573 |
| 13TH ST | NEBRASKA AVE to GEORGIA AVE | 6,937 | 710 | 405 | D | 0.570 | 367 | D | 0.517 |
| 13TH ST | GEORGIA AVE to DELAWARE AVE | 5,100 | 640 | 269 | C | 0.841 | 269 | C | 0.841 |
| 13TH ST | DELAWARE AVE to ORANGE AVE | 4,400 | 640 | 315 | C | 0.984 | 308 | C | 0.963 |
| 13TH ST | ORANGE AVE to AVENUE B | 3,400 | 640 | 190 | C | 0.594 | 191 | C | 0.597 |
| 13TH ST | AVENUE B to AVENUE D | 3,400 | 640 | 190 | C | 0.594 | 191 | C | 0.597 |
| 13TH ST | AVENUE D to AVENUE H | 3,600 | 640 | 204 | C | 0.638 | 194 | C | 0.606 |
| 13TH ST | AVENUE H to AVENUE I | 3,600 | 510 | 204 | C | 0.816 | 194 | C | 0.776 |
| 13TH ST | AVENUE I to AVENUE O | 3,600 | 510 | 204 | C | 0.816 | 194 | C | 0.776 |
| 13TH ST | AVENUE O to AVENUE Q | 3,600 | 510 | 204 | C | 0.816 | 194 | C | 0.776 |
| 17TH ST | GEORGIA AVE to DELAWARE AVE | 2,533 | 510 | 139 | C | 0.556 | 133 | C | 0.532 |
| 17TH ST | DELAWARE AVE to ORANGE AVE | 6,500 | 710 | 305 | C | 0.871 | 297 | C | 0.849 |
| 17TH ST | ORANGE AVE to AVENUE D | 3,367 | 640 | 168 | C | 0.525 | 166 | C | 0.519 |
| 17TH ST | AVENUE D to AVENUE Q | 3,367 | 640 | 168 | C | 0.525 | 166 | C | 0.519 |
| 25TH ST | MIDWAY RD to BELL AVE | 16,311 | 2,100 | 1,169 | C | 0.582 | 1,090 | C | 0.542 |

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## Fall 2014

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|---|---|---|---|---|---|---|---|---|---|
| | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| CAMEO BLVD | PORT ST LUICE BLVD to CALIFORNIA BLVD | 4,600 | 640 | 299 | C | 0.934 | 286 | C | 0.894 |
| CAMEO BLVD | CALIFORNIA BLVD to CROSSTOWN PKWY | 7,633 | 710 | 528 | D | 0.744 | 448 | D | 0.631 |
| CAMPBELL RD | PICOS RD to ORANGE AVE | 600 | 510 | 44 | C | 0.176 | 39 | C | 0.156 |
| CANE SLOUGH RD | US 1 to LENNARD RD | 9,178 | 1,540 | 510 | C | 0.739 | 528 | C | 0.765 |
| CITRUS AVE | 7TH ST to US 1 | 900 | 680 | 129 | C | 0.391 | 129 | C | 0.391 |
| CITRUS AVE | US 1 to 2ND ST | 4,020 | 710 | 239 | C | 0.683 | 244 | C | 0.697 |
| CITRUS AVE | 2ND ST to INDIAN RIVER DR | 3,050 | 510 | 166 | C | 0.664 | 172 | C | 0.688 |
| COMMUNITY BLVD | WESTCLIFFE LN to TRADITION PKWY | 3,300 | 1,470 | 233 | C | 0.353 | 209 | C | 0.317 |
| COMMERCE CENTER DR | CROSSTOWN PKWY to ST LUCIE WEST BLVD | 2,600 | 1,540 | 162 | C | 0.235 | 143 | C | 0.207 |
| COMMERCE CENTER DR | ST LUCIE WEST BLVD to GLADES CUT-OFF RD | 4,400 | 510 | 233 | C | 0.932 | 261 | D | 0.512 |
| CORTEZ BLVD | 35TH ST to 25TH ST | 4,300 | 640 | 0 | B | 0.000 | 0 | B | 0.000 |
| CORTEZ BLVD | 25TH ST to SUNRISE BLVD | 2,400 | 640 | 159 | C | 0.497 | 148 | C | 0.463 |
| COUNTRY CLUB DR | ST LUCIE WEST BLVD to CALIFORNIA BLVD | 6,000 | 1,540 | 336 | C | 0.487 | 318 | C | 0.461 |
| CROSSTOWN PKWY | COMMERCE CENTER DR to I-95 | 10,167 | 2,850 | 589 | C | 0.212 | 559 | C | 0.201 |
| CROSSTOWN PKWY | I-95 to CALIFORNIA BLVD | 14,333 | 2,850 | 899 | C | 0.323 | 868 | C | 0.312 |
| CROSSTOWN PKWY | CALIFORNIA BLVD to CASHMERE BLVD | 12,667 | 2,850 | 692 | C | 0.249 | 620 | C | 0.223 |
| CROSSTOWN PKWY | CASHMERE BLVD to CAMEO BLVD | 14,500 | 2,850 | 743 | C | 0.267 | 677 | C | 0.244 |
| CROSSTOWN PKWY | CAMEO BLVD to BAYSHORE BLVD | 16,667 | 2,850 | 779 | C | 0.280 | 792 | C | 0.285 |
| CROSSTOWN PKWY | BAYSHORE BLVD to AIROSO BLVD | 10,500 | 2,850 | 550 | C | 0.198 | 533 | C | 0.192 |
| CROSSTOWN PKWY | AIROSO BLVD to SANDIA DR | 7,233 | 2,850 | 410 | C | 0.147 | 406 | C | 0.146 |
| CROSSTOWN PKWY | SANDIA DR to MANTH LN | 5,333 | 830 | 269 | C | 0.345 | 292 | C | 0.374 |
| CROSSTOWN PKWY | MANTH LN to FLORESTA DR | 4,567 | 510 | 259 | D | 0.508 | 242 | C | 0.968 |
| CROSSROADS PKWY | OKEECHOBEE RD to KINGS HWY | 1,300 | 710 | 81 | C | 0.231 | 74 | C | 0.211 |
| DARWIN BLVD | BECKER RD to PAAR DR | 5,080 | 590 | 462 | C | 0.825 | 407 | C | 0.727 |
| DARWIN BLVD | PAAR DR to TULIP BLVD | 5,080 | 830 | 462 | C | 0.592 | 407 | C | 0.522 |
| DARWIN BLVD | TULIP BLVD to PORT ST LUCIE BLVD | 13,000 | 830 | 653 | C | 0.837 | 667 | C | 0.855 |
| DEL RIO BLVD | PORT ST LUCIE BLVD to CALIFORNIA BLVD | 10,000 | 830 | 605 | C | 0.776 | 544 | C | 0.697 |
| DEL RIO BLVD | CALIFORNIA BLVD to CASHMERE BLVD | 3,567 | 750 | 202 | C | 0.285 | 218 | C | 0.307 |
| DEL RIO BLVD | CASHMERE BLVD to CALIFORNIA BLVD | 4,300 | 750 | 237 | C | 0.334 | 277 | C | 0.390 |

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# Traffic Counts and Level of Service Report
## Fall 2014

| Roadway Name | Location | AADT | Pk Hr Service Capacity | AM Pk Hr Pk Dir | | | PM Pk Hr Pk Dir | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| I-95 | DRANGE AVE to INDRID RD | 40,869 | 7,320 | 1,966 | B | 0.437 | 1,809 | B | 0.402 |
| INDIAN RIVER DR | CITRUS AVE to DRANGE AVE | 4,524 | 640 | 269 | C | 0.841 | 308 | C | 0.963 |
| INDIAN RIVER DR | DRANGE AVE to AVENUE A | 4,680 | 640 | 273 | C | 0.853 | 266 | C | 0.831 |
| INDIAN RIVER DR | AVENUE D to SEAWAY DR | 5,792 | 710 | 338 | C | 0.966 | 398 | D | 0.561 |
| INDIAN RIVER DR | AVENUE A to AVENUE D | 5,792 | 510 | 338 | D | 0.663 | 398 | D | 0.780 |
| INDRID RD | PRIVATE RD to I-95 W RAMP | 1,056 | 810 | 77 | B | 0.257 | 83 | B | 0.277 |
| INDRID RD | I-95 W RAMP to I-95 E RAMP | 1,056 | 3,240 | 77 | B | 0.043 | 83 | B | 0.046 |
| INDRID RD | I-95 E RAMP to KDBLEGARD RD | 9,713 | 3,240 | 555 | B | 0.307 | 584 | B | 0.323 |
| INDRID RD | KOBLEGARD RD to JOHNSTDN RD | 9,713 | 660 | 555 | C | 0.895 | 584 | C | 0.942 |
| INDRID RD | JDHNSTDN RD to EMERSDN AVE | 9,713 | 840 | 555 | C | 0.703 | 584 | C | 0.739 |
| INDRID RD | EMERSDN RD to SEMINDLE RD | 9,247 | 920 | 557 | C | 0.640 | 469 | C | 0.539 |
| INDRID RD | SEMINDLE RD to KINGS HWY | 9,247 | 790 | 557 | D | 0.705 | 469 | D | 0.594 |
| INDRID RD | KINGS HWY to SLASH PINE TRL | 5,525 | 710 | 377 | D | 0.531 | 357 | D | 0.503 |
| INDRID RD | SLASH PINE TRL to US 1 | 5,525 | 830 | 377 | C | 0.483 | 357 | C | 0.458 |
| INDRID RD | US 1 to DLD DIXIE HWY | 900 | 640 | 61 | C | 0.191 | 76 | C | 0.238 |
| JENNINGS RD | US 1 to LENNARD RD | 3,833 | 1,890 | 308 | C | 0.171 | 221 | C | 0.123 |
| JENKINS RD | EDWARDS RD to DKEECHDBEE RD | 7,179 | 750 | 360 | C | 0.507 | 367 | C | 0.517 |
| JENKINS RD | DKEECHDBEE RD to GRAHAM RD | 9,848 | 830 | 592 | C | 0.759 | 521 | C | 0.668 |
| JENKINS RD | GRAHAM RD to PETERSDN RD | 9,848 | 590 | 592 | F | 1.003 | 521 | C | 0.930 |
| JENKINS RD | PETERSDN RD to ORANGE AVE | 9,848 | 830 | 592 | C | 0.759 | 521 | C | 0.668 |
| JDHNSTDN RD | ANGLE RD to L20 | 2,100 | 800 | 151 | B | 0.539 | 122 | B | 0.436 |
| JDHNSTDN RD | L20 to MEADDWDDD DR | 1,800 | 1,020 | 123 | B | 0.342 | 116 | B | 0.322 |
| JDHNSTDN RD | MEADDWDOD DR to DLD JDHNSTDN RD | 1,800 | 800 | 123 | B | 0.439 | 116 | B | 0.414 |
| JDHNSTDN RD | DLD JDHNSTDN RD to INDRID RD | 1,800 | 800 | 123 | B | 0.439 | 116 | B | 0.414 |
| JOHNSTON RD | INDRID RD to RUSSDS RD | 6,674 | 800 | 428 | C | 0.751 | 432 | C | 0.758 |
| JDHNSTDN RD | RUSSOS RD to INDIAN RIVER C.L. | 6,674 | 800 | 428 | C | 0.751 | 432 | C | 0.758 |
| JUANITA AVE | 53RD ST to 25TH ST | 2,200 | 640 | 127 | C | 0.397 | 135 | C | 0.422 |
| JUANITA AVE | 25TH ST to US 1 | 3,300 | 640 | 223 | C | 0.697 | 202 | C | 0.631 |
| KEEN RD | ANGLE RD to JUANITA AVE | 2,566 | 590 | 220 | C | 0.393 | 225 | C | 0.402 |

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|---|---|---|---|---|---|---|---|---|---|
| | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| ORANGE AVE | KINGS HWY to I-95 | 18,209 | 0 | 784 | C | 0.390 | 790 | C | 0.393 |
| ORANGE AVE | I-95 to JENKINS RD | 13,335 | 0 | 916 | C | 0.456 | 861 | C | 0.428 |
| ORANGE AVE | JENKINS RD to HARTMAN RD | 12,597 | 0 | 678 | C | 0.337 | 631 | C | 0.314 |
| ORANGE AVE | HARTMAN RD to ANGLE RD | 12,597 | 0 | 678 | C | 0.337 | 631 | C | 0.314 |
| ORANGE AVE | ANGLE RD to 25TH ST | 12,251 | 1,710 | 965 | D | 0.564 | 1,123 | D | 0.657 |
| ORANGE AVE | 25TH ST to 17TH ST | 13,066 | 1,630 | 683 | C | 0.936 | 749 | D | 0.460 |
| ORANGE AVE | 17TH ST to 13TH ST | 13,066 | 1,710 | 683 | C | 0.887 | 749 | C | 0.973 |
| ORANGE AVE | 13TH ST to 10TH ST | 13,066 | 350 | 683 | D | 0.962 | 749 | E | 0.986 |
| ORANGE AVE | 10TH ST to 7TH ST | 7,816 | 280 | 395 | D | 0.705 | 454 | D | 0.811 |
| ORANGE AVE | 7TH ST to US 1 | 6,904 | 280 | 440 | D | 0.786 | 391 | D | 0.698 |
| ORANGE AVE | US 1 to 2ND ST | 3,109 | 250 | 198 | C | 0.792 | 193 | C | 0.772 |
| ORANGE AVE | 2ND ST to INDIAN RIVER DR | 3,109 | 320 | 198 | C | 0.619 | 193 | C | 0.603 |
| PARR DR | PORT ST LUCIE BLVD to DARWIN BLVD | 927 | 590 | 69 | C | 0.123 | 66 | C | 0.118 |
| PARR DR | DARWIN BLVD to TULIP BLVD | 1,800 | 510 | 121 | C | 0.484 | 110 | C | 0.440 |
| PARR DR | SAVONA BLVD to PORT ST LUCIE BLVD | 927 | 590 | 69 | C | 0.123 | 66 | C | 0.118 |
| PARR DR | ROSSER BLVD to SAVONA BLVD | 927 | 590 | 69 | C | 0.123 | 66 | C | 0.118 |
| PEACOCK BLVD | CALIFORNIA BLVD to CASHMERE BLVD | 3,300 | 590 | 280 | C | 0.500 | 236 | C | 0.421 |
| PEACOCK BLVD | UNIVERSITY BLVD to CALIFORNIA BLVD | 7,867 | 830 | 609 | C | 0.781 | 502 | C | 0.644 |
| PEACOCK BLVD | ST LUCIE WEST BLVD to UNIVERSITY BLVD | 18,400 | 1,890 | 0 | B | 0.000 | 0 | B | 0.000 |
| PETERSON RD | BENT CREEK DR to HARTMAN RD | 1,400 | 510 | 102 | C | 0.408 | 132 | C | 0.528 |
| PICOS RD | CAMPBELL RD to KINGS HWY | 1,400 | 510 | 99 | C | 0.396 | 93 | C | 0.372 |
| PORT ST LUCIE BLVD | MARTIN C.L. to BECKER RD | 9,300 | 830 | 0 | B | 0.000 | 0 | B | 0.000 |
| PORT ST LUCIE BLVD | BECKER RD to PAAR DR | 9,300 | 830 | 0 | B | 0.000 | 0 | B | 0.000 |
| PORT ST LUCIE BLVD | PAAR DR to TULIP BLVD | 9,300 | 590 | 0 | B | 0.000 | 0 | B | 0.000 |
| PORT ST LUCIE BLVD | TULIP BLVD to DARWIN BLVD | 9,300 | 830 | 0 | B | 0.000 | 0 | B | 0.000 |
| PORT ST LUCIE BLVD | DARWIN BLVD to GATLIN BLVD | 29,000 | 2,720 | 1,703 | C | 0.643 | 1,507 | C | 0.569 |
| PORT ST LUCIE BLVD | GATLIN BLVD to DEL RIO BLVD | 38,500 | 2,850 | 2,395 | C | 0.862 | 2,128 | C | 0.765 |
| PORT ST LUCIE BLVD | DEL RIO BLVD to CAMEO BLVD | 48,065 | 2,850 | 3,214 | F | 1.128 | 2,917 | F | 1.024 |
| PORT ST LUCIE BLVD | CAMEO BLVD to FLORIDA'S TURNPIKE | 48,065 | 2,720 | 3,214 | F | 1.182 | 2,917 | F | 1.072 |

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|---|---|---|---|---|---|---|---|---|---|
| | | | | Volume | LOS | V/C | Volume | LOS | V/C |
| US 1 | S OF SAEGER AVE to EASY ST | 30,989 | 3,170 | 1,515 | C | 0.490 | 1,372 | C | 0.444 |
| US 1 | EASY ST to MIDWAY RD | 29,394 | 3,170 | 1,370 | C | 0.443 | 1,332 | C | 0.431 |
| US 1 | MIDWAY RD to WEATHERBEE RD | 29,824 | 2,100 | 1,401 | C | 0.697 | 1,418 | C | 0.705 |
| US 1 | WEATHERBEE RD to FARMER'S MARKET RD | 29,824 | 2,000 | 1,401 | C | 0.734 | 1,418 | C | 0.742 |
| US 1 | FARMER'S MARKET RD to EDWARDS RD | 29,824 | 2,000 | 1,401 | C | 0.734 | 1,418 | C | 0.742 |
| US 1 | EDWARDS RD to SAVANNAH RD | 30,490 | 2,000 | 1,397 | C | 0.731 | 1,370 | C | 0.717 |
| US 1 | GARDENIA AVE to VIRGINIA AVE | 30,490 | 2,000 | 1,397 | C | 0.731 | 1,370 | C | 0.717 |
| US 1 | SAVANNAH RD to GARDENIA AVE | 30,490 | 2,000 | 1,397 | C | 0.731 | 1,370 | C | 0.717 |
| US 1 | VIRGINIA AVE to OHIO AVE | 27,870 | 2,000 | 1,342 | C | 0.703 | 1,352 | C | 0.708 |
| US 1 | OHIO AVE to GEORGIA AVE | 27,870 | 1,630 | 1,342 | D | 0.823 | 1,352 | D | 0.829 |
| US 1 | GEORGIA AVE to DELAWARE AVE | 24,720 | 1,630 | 1,275 | D | 0.782 | 1,218 | D | 0.747 |
| US 1 | DELAWARE AVE to CITRUS AVE | 25,675 | 1,630 | 1,301 | D | 0.798 | 1,267 | D | 0.777 |
| US 1 | CITRUS AVE to ORANGE AVE | 24,421 | 1,630 | 1,216 | D | 0.746 | 1,096 | D | 0.672 |
| US 1 | ORANGE AVE to AVENUE A | 25,675 | 1,630 | 1,301 | D | 0.798 | 1,267 | D | 0.777 |
| US 1 | AVENUE A to AE BACKUS AVE | 25,675 | 1,630 | 1,301 | D | 0.798 | 1,267 | D | 0.777 |
| US 1 | AE BACKUS AVE to AVENUE D | 25,675 | 1,630 | 1,301 | D | 0.798 | 1,267 | D | 0.777 |
| US 1 | AVENUE D to SR A1A SOUTH | 25,675 | 1,630 | 1,301 | D | 0.798 | 1,267 | D | 0.777 |
| US 1 | SR A1A SOUTH to AVENUE H | 28,000 | 2,100 | 1,496 | C | 0.744 | 1,378 | C | 0.686 |
| US 1 | AVENUE H to OLD DIXIE HWY | 28,000 | 2,000 | 1,496 | C | 0.783 | 1,378 | C | 0.721 |
| US 1 | OLD DIXIE HWY to AVENUE O | 23,190 | 2,000 | 1,610 | C | 0.843 | 1,258 | C | 0.659 |
| US 1 | AVENUE O to SR A1A NORTH | 23,190 | 2,100 | 1,610 | C | 0.801 | 1,258 | C | 0.626 |
| US 1 | SR A1A NORTH to JUANITA AVE | 15,177 | 2,100 | 911 | C | 0.453 | 729 | C | 0.363 |
| US 1 | JUANITA AVE to ST LUCIE BLVD | 15,177 | 2,100 | 911 | C | 0.453 | 729 | C | 0.363 |
| US 1 | ST LUCIE BLVD to 25TH ST | 15,795 | 2,100 | 940 | C | 0.468 | 902 | C | 0.449 |
| US 1 | 25TH ST to INDRIO RD | 15,795 | 2,100 | 940 | C | 0.468 | 902 | C | 0.449 |
| US 1 | INDRIO RD to TURNPIKE FEEDER RD | 18,319 | 2,100 | 997 | C | 0.496 | 991 | C | 0.493 |
| US 1 | TURNPIKE FEEDER RD to INDIAN RIVER C.L. | 18,319 | 2,100 | 997 | C | 0.496 | 991 | C | 0.493 |
| VETERANS MEMORIAL PKWY | PORT ST LUCIE BLVD to LYNGATE DR | 16,500 | 1,890 | 1,080 | C | 0.600 | 1,027 | C | 0.571 |
| VETERANS MEMORIAL PKWY | LYNGATE DR to US 1 | 13,500 | 1,890 | 804 | C | 0.447 | 780 | C | 0.433 |

*. Volumes shown were adjusted using FDOT Seasonal Factors

*. AADT = Annual Average Daily Traffic

# Historical Growth Calculation

| Roadway | From | To | 2008 | 2013 | Growth |
|---|---|---|---|---|---|
| Indian River Drive | Savannah | Citrus | 4720 | 4100 | 0.87 |
| | Citrus | Orange | 5333 | 4423 | 0.83 |
| | Orange | Ave A | 5102 | 4639 | 0.91 |
| Orange Ave | 25th St | US 1 | 7514 | 7175 | 0.95 |
| US 1 | Delaware | Citrus | 31419 | 27451 | 0.87 |
| | Citrus | Orange | 29995 | 22239 | 0.74 |
| Citrus | US 1 | 2nd St | 5607 | 3237 | 0.58 |
| Total | | | 91698 | 75277 | 0.82 |
| | | | | | -1.04 |

# APPENDIX B
# 2035 Traffic Volumes and Roadway Network Data

# TABLE 1

## Generalized **Annual Average Daily** Volumes for Florida's **Urbanized Areas**

12/18/12

## INTERRUPTED FLOW FACILITIES

### STATE SIGNALIZED ARTERIALS

**Class I** (40 mph or higher posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | * | 16,800 | 17,700 | ** |
| 4 | Divided | * | 37,900 | 39,800 | ** |
| 6 | Divided | * | 58,400 | 59,900 | ** |
| 8 | Divided | * | 78,800 | 80,100 | ** |

**Class II** (35 mph or slower posted speed limit)

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | * | 7,300 | 14,800 | 15,600 |
| 4 | Divided | * | 14,500 | 32,400 | 33,800 |
| 6 | Divided | * | 23,300 | 50,000 | 50,900 |
| 8 | Divided | * | 32,000 | 67,300 | 68,100 |

**Non-State Signalized Roadway Adjustments**

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

**Median & Turn Lane Adjustments**

| Lanes | Median | Exclusive Left Lanes | Exclusive Right Lanes | Adjustment Factors |
|---|---|---|---|---|
| 2 | Divided | Yes | No | +5% |
| 2 | Undivided | No | No | -20% |
| Multi | Undivided | Yes | No | -5% |
| Multi | Undivided | No | No | -25% |
| – | – | – | Yes | + 5% |

**One-Way Facility Adjustment**

Multiply the corresponding two-directional volumes in this table by 0.6

## UNINTERRUPTED FLOW FACILITIES

### FREEWAYS

**Core Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 4 | 47,400 | 64,000 | 77,900 | 84,600 |
| 6 | 69,900 | 95,200 | 116,600 | 130,600 |
| 8 | 92,500 | 126,400 | 154,300 | 176,600 |
| 10 | 115,100 | 159,700 | 194,500 | 222,700 |
| 12 | 162,400 | 216,700 | 256,600 | 268,900 |

**Urbanized**

| Lanes | B | C | D | E |
|---|---|---|---|---|
| 4 | 45,800 | 61,500 | 74,400 | 79,900 |
| 6 | 68,100 | 93,000 | 111,800 | 123,300 |
| 8 | 91,500 | 123,500 | 148,700 | 166,800 |
| 10 | 114,800 | 156,000 | 187,100 | 210,300 |

**Freeway Adjustments**

| Auxiliary Lanes Present in Both Directions | Ramp Metering |
|---|---|
| + 20,000 | + 5% |

### UNINTERRUPTED FLOW HIGHWAYS

| Lanes | Median | B | C | D | E |
|---|---|---|---|---|---|
| 2 | Undivided | 8,600 | 17,000 | 24,200 | 33,300 |
| 4 | Divided | 36,700 | 51,800 | 65,600 | 72,600 |
| 6 | Divided | 55,000 | 77,700 | 98,300 | 108,800 |

**Uninterrupted Flow Highway Adjustments**

| Lanes | Median | Exclusive left lanes | Adjustment factors |
|---|---|---|---|
| 2 | Divided | Yes | +5% |
| Multi | Undivided | Yes | -5% |
| Multi | Undivided | No | -25% |

### BICYCLE MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Paved Shoulder/Bicycle Lane Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | 2,900 | 7,600 | 19,700 |
| 50-84% | 2,100 | 6,700 | 19,700 | >19,700 |
| 85-100% | 9,300 | 19,700 | >19,700 | ** |

### PEDESTRIAN MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-49% | * | * | 2,800 | 9,500 |
| 50-84% | * | 1,600 | 8,700 | 15,800 |
| 85-100% | 3,800 | 10,700 | 17,400 | >19,700 |

### BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

| Sidewalk Coverage | B | C | D | E |
|---|---|---|---|---|
| 0-84% | > 5 | ≥ 4 | ≥ 3 | ≥ 2 |
| 85-100% | > 4 | ≥ 3 | ≥ 2 | ≥ 1 |

[1] Values shown are presented as two-way annual average daily volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the Highway Capacity Manual and the Transit Capacity and Quality of Service Manual.

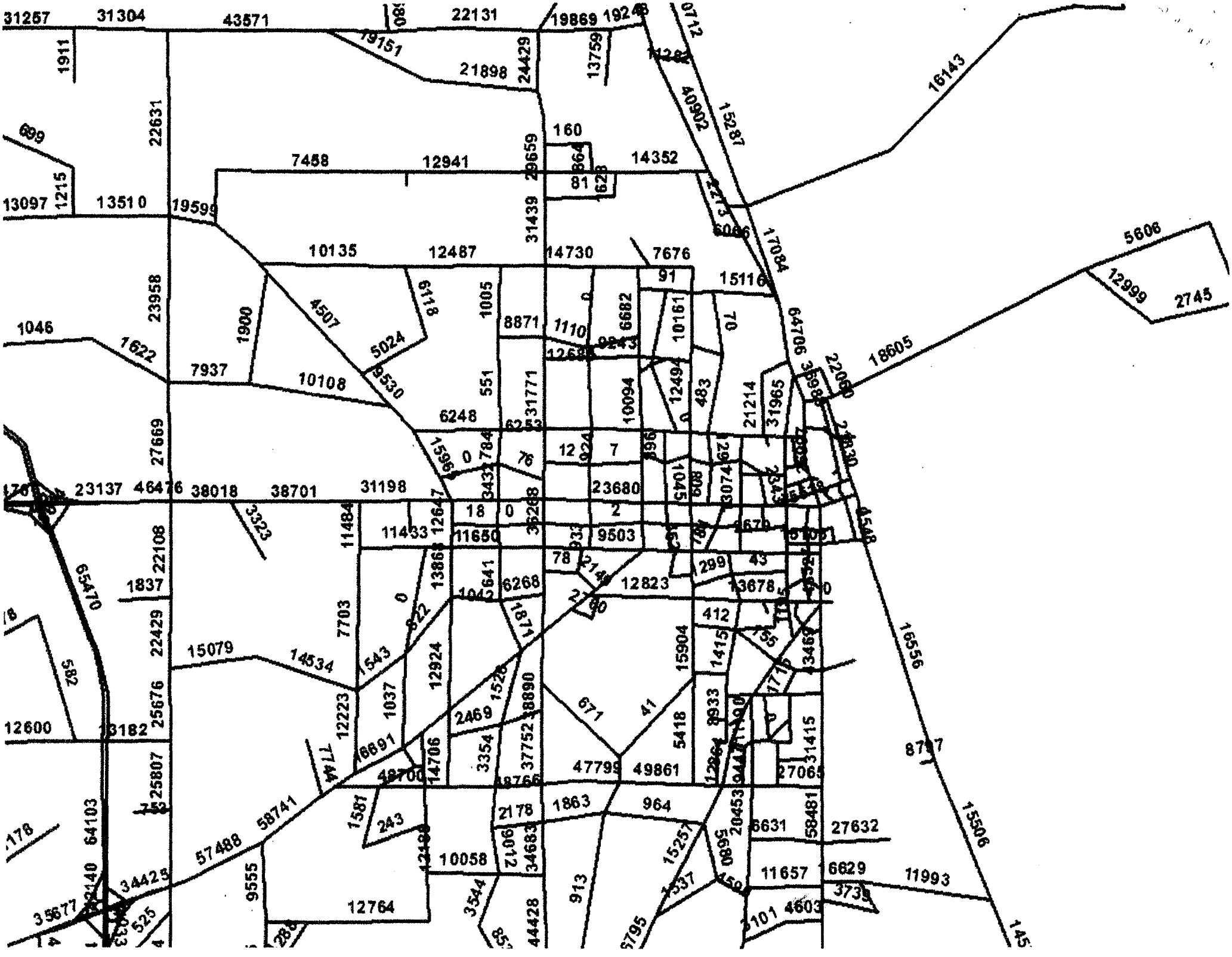
[2] Level of service for the bicycle and pedestrian modes in this table is based on number of motorized vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

*Source:*
Florida Department of Transportation
Systems Planning Office
www.dot.state.fl.us/planning/systems/sm/los/default.shtm



APRIL 5, 2018

ARE YOU READY FOR YOUR INSPECTION?
EMAIL: DHR.DISTRICT4@MYFLORIDALICENSE.COM ***With your file number***

**File #. 309087**

**CROWNMAN FL LLC**
10380 SW VILLAGE CENTER DR 310
PORT ST LUCIE, FL 34987

Re: Division of Hotels and Restaurants Plan Review
License Type: 2010 PERMANENT FOOD SERVICE
Application No. 1079136
**D408**

**Log No. HQ-18-4496**

Dear Plan Review Applicant:

Congratulations on your decision to operate a restaurant in Florida! I have approved the public food service establishment plans for CROWNMAN FL LLC, 515 SOUTH INDIAN RIVER DRIVE, FORT PIERCE, FL 34950, as of 04/05/2018, ***with the following condition(s)***:

**1) PROPER AND EFFECTIVE PROTECTION OF ALL DISPLAYED FOODS TO BE VERIFIED BY INSPECTOR.**

**2) IF HAND WASHING VIOLATIONS ARE OBSERVED ADDITIONAL HAND WASH SINK(S) MAY BE REQUIRED.**

**3) HANDWASH SINKS MUST BE EASILY ACCESSIBLE AT ALL TIMES. THEY MAY NOT BE BLOCKED BY STORAGE RACKS OR TABLES. THEY CANNOT BE USED FOR ANY OTHER PURPOSES. THEY MUST REMAIN FULLY STOCKED WITH A HAND WASH SIGN, SOAP, AND DRYING DEVICES AT ALL TIMES.**

**4) IF ANIMAL PRODUCTS ARE OFFERED RAW OR UNDERCOOKED, A WRITTEN CONSUMER ADVISORY MUST BE PROVIDED.**

**5) PLANS PROVIDED MUST ACCURATELY REFLECT ALL FOOD SERVICE EQUIPMENT AND ITS LOCATION IN THE ESTABLISHMENT. FAILURE TO PROVIDE ACCURATE PLANS COULD RESULT IN DELAY AT THE TIME OF THE LICENSING INSPECTION.**

**6) FLOORS, WALLS, COVE BASE, AND CEILING FINISHES IN ALL FOOD PREPARATION, FOOD STORAGE, AND WARE WASHING AREAS MUST BE SMOOTH, NON-POROUS, AND EASILY CLEANABLE.**

Please have the above information or proof of compliance with the conditions ready for the inspector at your opening inspection. The conditions listed above are required to pass your opening inspection. Please include the file number and log number listed above on any documents submitted. Your plans are only approved as submitted to us *and* with the above conditions. Changes in proposed operational procedures may require additional equipment and certain changes may require a new plan review. If you decide to change the menu, equipment or operation, please notify us immediately.

Your plan approval is valid for one year from the date of this letter, so you must license the proposed establishment before then. If your plan approval expires after a year, you may have to complete the plan review process including fee payment again. If you are no longer in charge of this project, please forward this letter to the correct person or company.

When the construction is complete, please email Dhr.district4@myfloridalicense.com to request contact from an inspector to schedule an opening inspection. ***Be ready to provide the file number located at the top of this letter***. Please allow 1-2 days for the inspector to contact you to schedule the inspection.

Good luck with your enterprise!

Sincerely,



Josh Phillips, Plan Review Manager
Josh.Phillips@myfloridalicense.com
850.717.1129

ENCLOSURE(S)

State of Florida
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399

# Online Payment Summary

| | |
|---|---|
| Amount Paid: | $355.00 |
| Payment Method: | MasterCard |
| Validation Number: | 178355716 |
| Batch Trace Number | 2398152 |

| Application Number / Misc Charge | License Type Description | Board / Applicant Name License Number | Fee | Trace Number |
|---|---|---|---|---|
| 2005-5459 | Bed and Breakfast Application for an Initial Bed and Breakfast License | CROWNMAN FL LLC | $355.00 | 9060333 |

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# CERTIFICATE OF APPROPRIATENESS
## TO ALTER A DESIGNATED HISTORIC SITE

**COA#18-14** ■ HISTORIC PRESERVATION BOARD APPROVAL ❑ ADMINISTRATIVE APPROVAL

Site address 515 S Indian River Drive

■ Contributing ❑ Non-Contributing ❑ Individually Designated

**SITE ALTERATIONS:**

| Request | Conditions | Applicable Standards |
|---|---|---|
| Consideration of an approval for making changes in order to convert building to a functional B&B.<br><br>Please see attached. | | Secretary of the Interior's Standards for Rehabilitation of Historic Properties, Standard 9. |

**APPROVED:**

*Board Approval*

ML FOR CHAIRMAN 02/26/2018
PAUL SAMSON

Paul Samson, Chair — 02/26/2018 Date

*Administrative Approval*

Maria Lewicka, AICP — Date

*This alteration meets the Secretary of the Interior's Standards for the Treatment of Historic Properties and the City of Fort Pierce Code of Ordinances.*

*Should you have any further questions or concerns, contact Maria Lewicka, Historic Preservation Planner, at (772) 467-3738 or via e-mail at mlewicka@city-ftpierce.com.*

*Thank you for your efforts to preserve and redevelop historic Fort Pierce through your participation in the Certificate of Appropriateness Application process. Staff looks forward to working with you in the future to preserve and rehabilitate our historic neighborhoods and structures.*

| Provided to: | Name/Address | Via |
|---|---|---|
| Owner | Crownman FL LLc<br>10380 SW Village Center Dr., #310<br>Port St Lucie, FL 34987 | E-Mail |
| Representative | Kris Einstein<br>207 ½ Orange Ave, Suite K<br>Fort Pierce, FL 34950 | E-Mail<br>kris@entertainair.com |
| Other | Paul Thomas, CFP Building Official<br>Kim West, CFP Building Department<br>Susan Keller, CFP Building Department | E-Mail<br>E-Mail<br>E-Mail |

## Applicant's Request

Consideration of an approval for converting building to a functional B&B, while maintaining as much of the building integrity and historical significance but making some changes in order to use building as needed.

The proposed changes are as follow:

- Extend "Sunroom" on "As Built" plans (on Northside of building), towards Indian River Drive to match the other side of building, to make an overall cohesive look from Indian River Drive. Also extend that sunroom towards the back of building (2nd Street) to give more "common area" for guests. This overall area is labeled "Dining" on proposed plans.
- Add outside deck alongside of proposed "dining area" (along the Northside of building & just around the back of building) for guests to enjoy "outdoor space".
- Add sliding glass doors on Northside of proposed "dining area" (not on Indian River Drive).
- Replace all windows.
- Extend porch in front to make private "porch" area for the two front guest rooms.

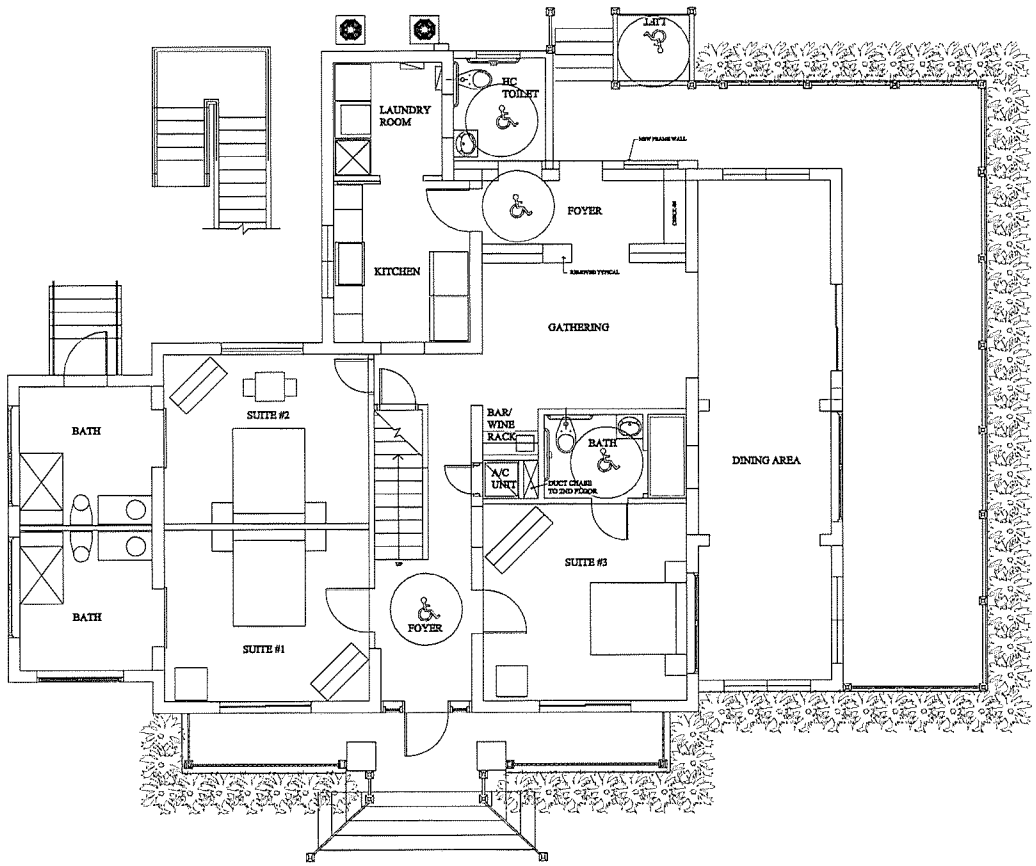
* Replace the two windows on 1st floor with sliding glass doors so guests can access their private porch.
* Add non-intrusive railing around porch.

- Dress the building and windows up by adding restrained ornamentation such as friezes around windows or as bands under the eaves, keeping with the Prairie style architecture.
- Add window boxes to second level window on main structure
- Change railing for steps in front of building to curved railing going down steps.
- Back of building:

* Build a small addition on lower level for the ADA bathroom.
* On second floor, build fire escape
* Add ADA lift

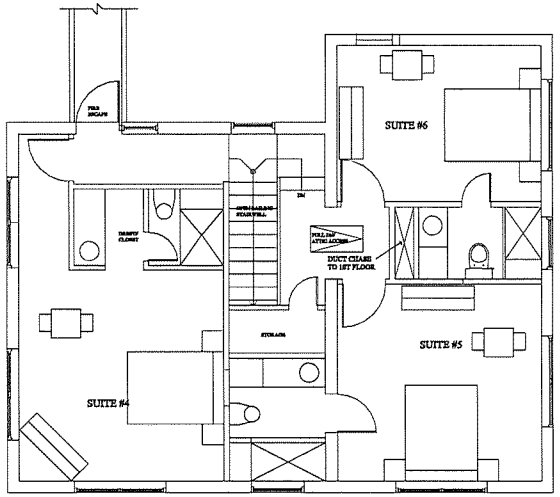


Rear Facade




SCHEME B FIRST FLOOR PLAN

SCALE: 1/4"=1'-0" PRELIMINARY




SCHEME B SECOND FLOOR PLAN

SCALE: 1/4"=1'-0" PRELIMINARY

PAUL OCAMPO & ASSOCIATES, LLC
ARCHITECTURE | URBAN DESIGN
PLANNING | INTERIORS
www.ocampolle.net
COLORADO, FLORIDA, GEORGIA,
N CAROLINA, TEXAS, MISSISSIPPI

STATE OF FLORIDA
FLORIDA ARCHITECT
BUSINESS LICENCE #
AA26002935
ARCHITECT

REVISIONS:

| Date | Description |
|---|---|

CONTRACT DOCUMENTS FOR:
515 BUILDING BED & BREAKFAST
ADDRESS:
515 S INDIAN RIVER DR. FORT PIERCE, FLORIDA 34950

SCHEME B
FLOOR PLAN

| Drawn by: | Chkd: | Date | Checked by: |
|---|---|---|---|
| | DESIGN | | |
| | CD | | |
| | MD | | |

PROJECT NUMBER:
C-17132

A-2



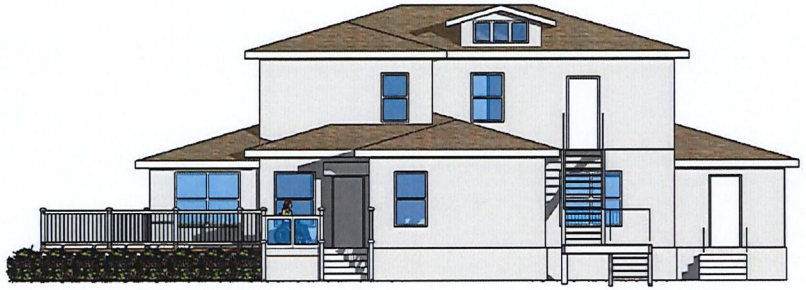
SCHEME B WEST ELEVATION

SCALE: NTS PRELIMINARY



SCHEME B SOUTH ELEVATION

SCALE: NTS PRELIMINARY



SCHEME B EAST ELEVATION

SCALE: NTS PRELIMINARY



SCHEME B NORTH ELEVATION

SCALE: NTS PRELIMINARY

PAUL OCAMPO & ASSOCIATES, LLC
ARCHITECTURE | URBAN DESIGN
PLANNING | INTERIORS
www.oastudio.net

REGISTRATIONS HELD IN THE FOLLOWING STATES:
COLORADO, FLORIDA, GEORGIA, N CAROLINA, TEXAS, MISSISSIPPI

ARCHITECTURE URBAN DESIGN PLANNING INTERIORS

STATE OF FLORIDA
FLORIDA ARCHITECT BUSINESS LICENCE # AA26002935
ARCHITECT

REVISIONS:

| Date | Description |
|---|---|

CONTRACT DOCUMENTS FOR:

515 BUILDING BED & BREAKFAST

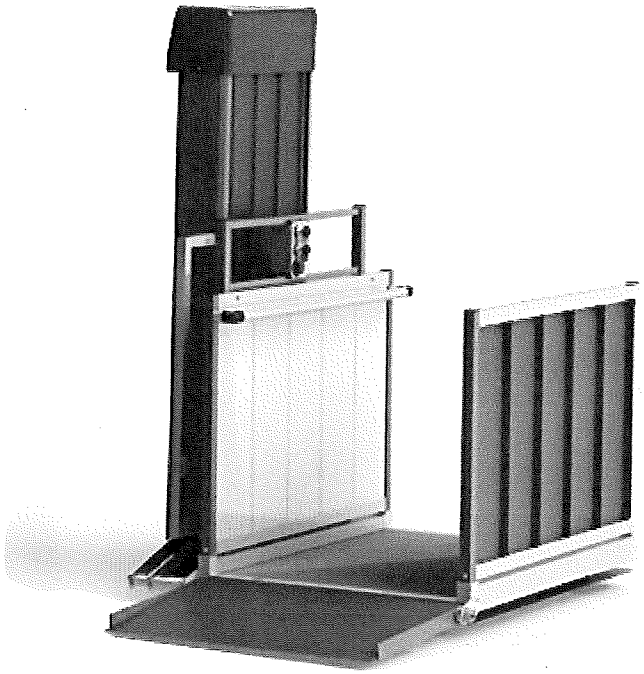
ADDRESS:
515 S INDIAN RIVER DR, FORT PIERCE, FLORIDA 34950

SCHEME B ELEVATIONS

| Drawn by | CHKD | Date | Checked by |
|---|---|---|---|
| | DESIGN | Author | |
| | CD | | |
| | BID | | |

JOB FILE NUMBER:
C-17132

A-6



Home / Doors & Windows / Exterior Doors / Patio Doors

Model # 9117172 Internet #205935247 Store SKU #1001403999



Share Save to List Print

**Andersen** 71 in. x 80 in. 400 Series Frenchwood Sandtone Right-Hand Sliding Patio Door, Oak Interior, Low-E SmartSun Glass

★★★★★ (1) Write a Review Ask the first question

- Wide profiles offer the authentic craftsmanship of French doors
- Stain-grade quality wood interiors are ready to finish
- Low-maintenance Perma-Shield exterior cladding protects the door

[redacted]

White Door

Choose Your Options

**Sandtone**

Door Size (WxH) in.

71 x 80

Door Handing

Right-Hand/Slide

Quantity - 1 +

**Pick Up In Store**

Unavailable at Port St Lucie-South

0 in stock

Check Nearby Stores

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**Get it fast**

Schedule delivery to your home or jobsite at your convenience **for as low as $35.00**

Andersen WINDOWS • DOORS

100 SERIES



# SINGLE-HUNG WINDOWS

Andersen® 100 Series single-hung windows allow ventilation through a single operable lower sash that slides up and down. Classic rectangular shapes are available, or use an arched top for added elegance. Made with our revolutionary Fibrex® composite material, 100 Series products are durable, environmentally smart and energy efficient. 100 Series products are available in deep, rich colors that complement virtually any architectural style. For added style, we offer a wide range of grille patterns and patterned glass options.

## DURABLE

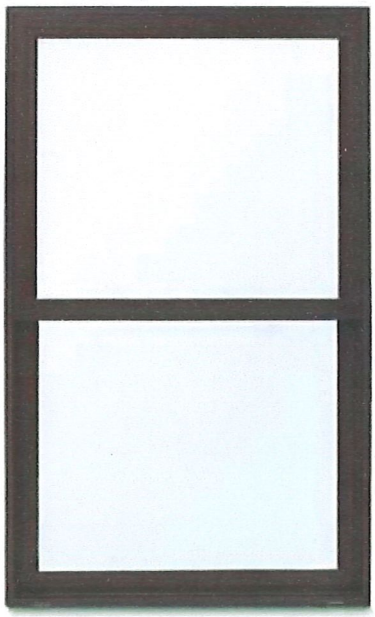
- Virtually maintenance-free
- Rigorously tested to deliver years* of smooth, reliable operation
- Fibrex material construction provides long-lasting* performance
- Durable, low-maintenance finish won't fade, flake, blister or peel*
- Fibrex material is twice as strong as vinyl

## ENERGY EFFICIENT

- Weather-resistant construction for greater comfort and energy efficiency
- Weatherstripping is designed to seal out drafts, wind and water

ASK ABOUT ENERGY STAR

- Variety of Low-E glass options are available to help control heating and cooling costs in any climate
- Many 100 Series single-hung windows have options that make them ENERGY STAR® v. 6.0 certified throughout the U.S.



## BEAUTIFUL

- Clean, attractive corner seams
- Six exterior color options
- Attractive matte finish interiors available in four colors
- Add style with grilles or patterned glass

## EXTERIOR COLORS

White | Sandtone | Terratone | Cocoa Bean | Dark Bronze | Black

CUSTOM SIZES

*Visit andersenwindows.com/warranty for details.

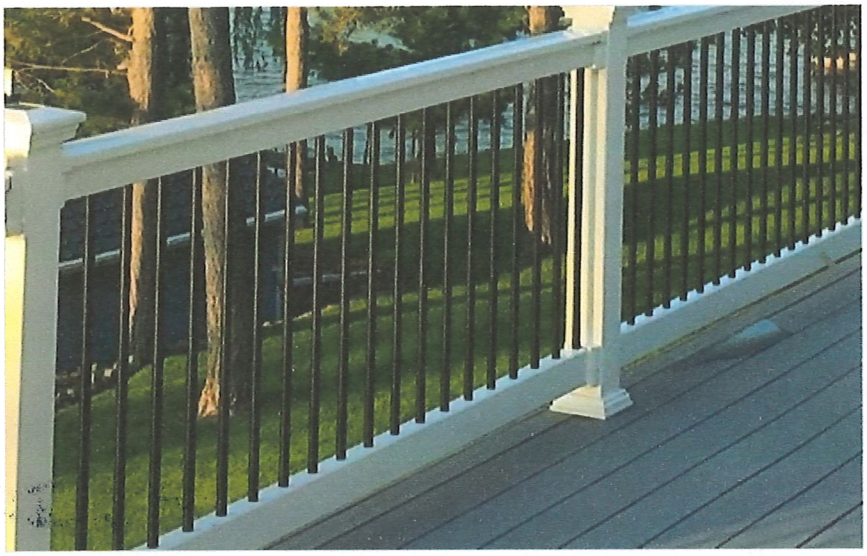
"ENERGY STAR" is a registered trademark of the U.S. Environmental Protection Agency.

# Vinyl Fence Wholesaler Deck Railings

WHITE - 42" x 8' Beaumont Straight Railing with BLACK Round Aluminum Spindles. / Commercial Grade / Heavy Duty / 42" X 96"

Sold by: Vinyl Fence Wholesaler

Not yet reviewed | **SKU: 15193196**



1 / 15 images

**Samples Not Available**

Share:



30 DAY

**30 Day Money Back Guarantee**

This means you get 30 days to decide if the product is right for you. Learn more

- **Get a free sample in your hands tomorrow** Learn more
- **Personalized customer care** Learn more
- **A+ rating by Better Business Bureau (BBB)**

[redacted]

See price tiers

See price tiers

**In Stock**

Save up to **$10** on shipping!

**Other Styles:**



**Style:** WHITE - 42" x 8' Beaumont Straight Railing with BLACK Round Aluminum Spindles.

**Type:** Commercial Grade / Heavy Duty

**Size:** 42" X 96"

**Quantity:**

*1 kits minimum* kits

Enter your quantity

Add To Cart for Shipping Rate

♥ Save to Wishlist

30 DAY

**30 Day Money Back Guarantee**

This means you get 30 days to decide if the product is right for you. Learn more

- **Get a free sample in your hands tomorrow** Learn more
- **Personalized customer care** Learn more
- **A+ rating by Better Business Bureau (BBB)**

Product Overview | Specifications

## Product Overview

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# CERTIFICATE OF APPROPRIATENESS
## TO ALTER A DESIGNATED HISTORIC SITE

**COA#18-14** ■ HISTORIC PRESERVATION BOARD APPROVAL ❑ ADMINISTRATIVE APPROVAL

Site address 515 S Indian River Drive

■ Contributing ❑ Non-Contributing ❑ Individually Designated

**SITE ALTERATIONS:**

| Request | Conditions | Applicable Standards |
|---|---|---|
| Consideration of an approval for making changes in order to convert building to a functional B&B.<br><br>Please see attached. | | Secretary of the Interior's Standards for Rehabilitation of Historic Properties, Standard 9. |

**APPROVED:**

*Board Approval*

ML FOR CHAIRMAN 02/26/2018
PAUL SAMSON

Paul Samson, Chair — 02/26/2018 Date

*Administrative Approval*

Maria Lewicka, AICP — Date

*This alteration meets the Secretary of the Interior's Standards for the Treatment of Historic Properties and the City of Fort Pierce Code of Ordinances.*

*Should you have any further questions or concerns, contact Maria Lewicka, Historic Preservation Planner, at (772) 467-3738 or via e-mail at mlewicka@city-ftpierce.com.*

*Thank you for your efforts to preserve and redevelop historic Fort Pierce through your participation in the Certificate of Appropriateness Application process. Staff looks forward to working with you in the future to preserve and rehabilitate our historic neighborhoods and structures.*

| Provided to: | Name/Address | Via |
|---|---|---|
| Owner | Crownman FL LLc<br>10380 SW Village Center Dr., #310<br>Port St Lucie, FL 34987 | E-Mail |
| Representative | Kris Einstein<br>207 ½ Orange Ave, Suite K<br>Fort Pierce, FL 34950 | E-Mail<br>kris@entertainair.com |
| Other | Paul Thomas, CFP Building Official<br>Kim West, CFP Building Department<br>Susan Keller, CFP Building Department | E-Mail<br>E-Mail<br>E-Mail |

## Applicant's Request

Consideration of an approval for converting building to a functional B&B, while maintaining as much of the building integrity and historical significance but making some changes in order to use building as needed.

The proposed changes are as follow:

- Extend "Sunroom" on "As Built" plans (on Northside of building), towards Indian River Drive to match the other side of building, to make an overall cohesive look from Indian River Drive. Also extend that sunroom towards the back of building (2nd Street) to give more "common area" for guests. This overall area is labeled "Dining" on proposed plans.
- Add outside deck alongside of proposed "dining area" (along the Northside of building & just around the back of building) for guests to enjoy "outdoor space".
- Add sliding glass doors on Northside of proposed "dining area" (not on Indian River Drive).
- Replace all windows.
- Extend porch in front to make private "porch" area for the two front guest rooms.

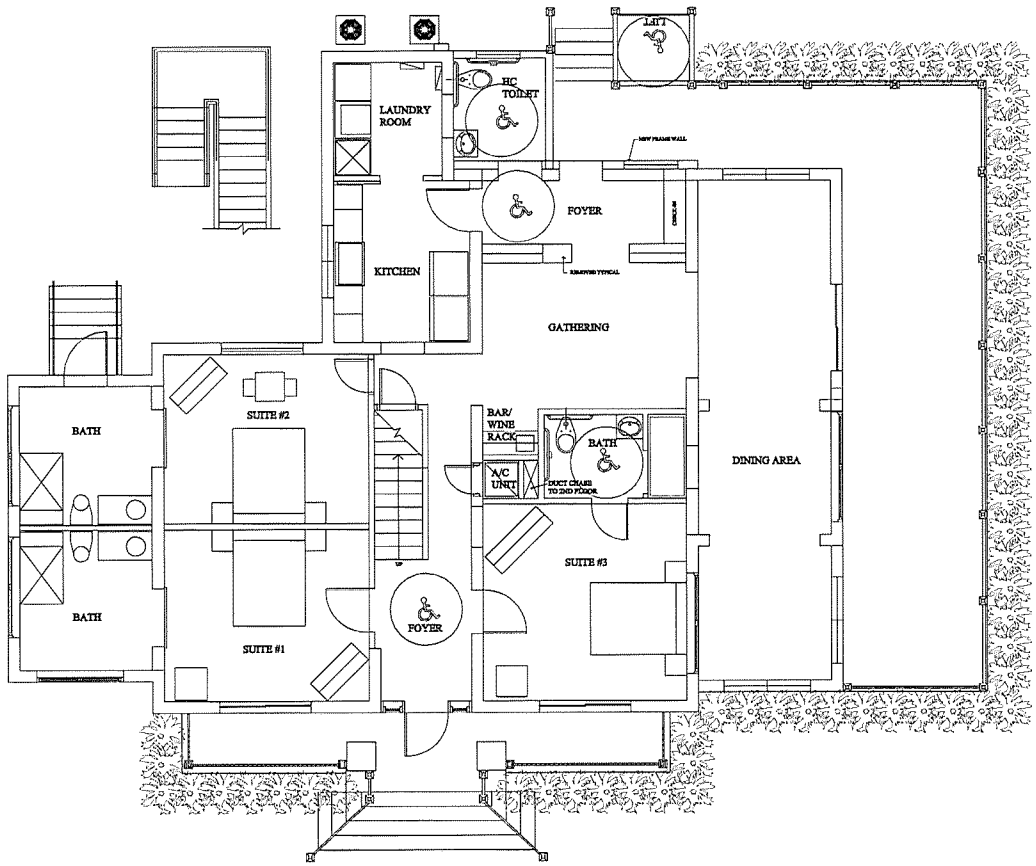
* Replace the two windows on 1st floor with sliding glass doors so guests can access their private porch.
* Add non-intrusive railing around porch.

- Dress the building and windows up by adding restrained ornamentation such as friezes around windows or as bands under the eaves, keeping with the Prairie style architecture.
- Add window boxes to second level window on main structure
- Change railing for steps in front of building to curved railing going down steps.
- Back of building:

* Build a small addition on lower level for the ADA bathroom.
* On second floor, build fire escape
* Add ADA lift

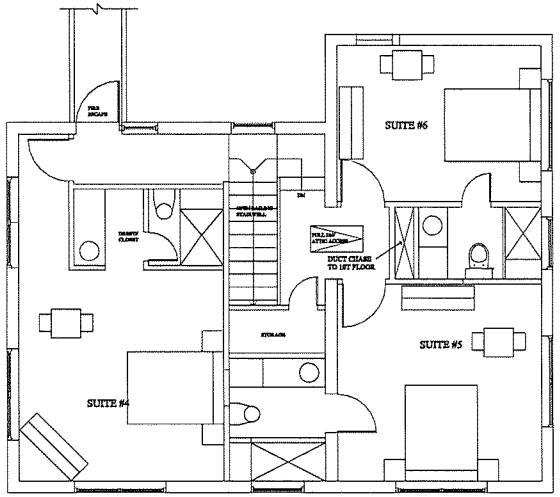


Rear Facade




SCHEME B FIRST FLOOR PLAN

SCALE: 1/4"=1'-0" PRELIMINARY




SCHEME B SECOND FLOOR PLAN

SCALE: 1/4"=1'-0" PRELIMINARY

PAUL OCAMPO & ASSOCIATES, LLC
ARCHITECTURE | URBAN DESIGN
PLANNING | INTERIORS
www.ocampolle.net
COLORADO, FLORIDA, GEORGIA,
N CAROLINA, TEXAS, MISSISSIPPI

STATE OF FLORIDA
FLORIDA ARCHITECT
BUSINESS LICENCE #
AA26002935
ARCHITECT

REVISIONS:

| Date | Description |
|---|---|

CONTRACT DOCUMENTS FOR:
515 BUILDING BED & BREAKFAST
ADDRESS:
515 S INDIAN RIVER DR. FORT PIERCE, FLORIDA 34950

SCHEME B
FLOOR PLAN

| Drawn by: | Chkd: | Date | Checked by: |
|---|---|---|---|
| | DESIGN | | |
| | CD | | |
| | MD | | |

PROJECT NUMBER:
C-17132

A-2



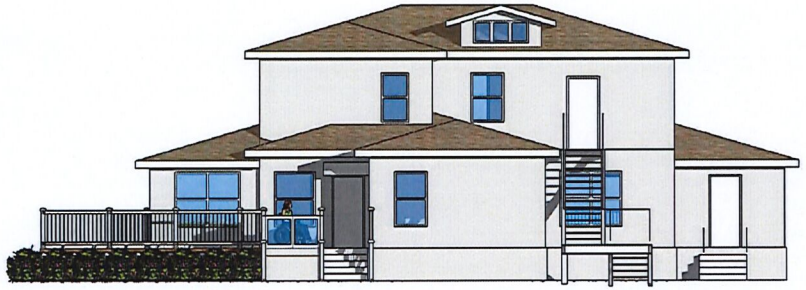
SCHEME B WEST ELEVATION

SCALE: NTS PRELIMINARY



SCHEME B SOUTH ELEVATION

SCALE: NTS PRELIMINARY



SCHEME B EAST ELEVATION

SCALE: NTS PRELIMINARY



SCHEME B NORTH ELEVATION

SCALE: NTS PRELIMINARY

PAUL OCAMPO & ASSOCIATES, LLC
ARCHITECTURE | URBAN DESIGN
PLANNING | INTERIORS
www.oastudio.net

REGISTRATIONS HELD IN THE FOLLOWING STATES:
COLORADO, FLORIDA, GEORGIA, N CAROLINA, TEXAS, MISSISSIPPI

ARCHITECTURE URBAN DESIGN PLANNING INTERIORS

STATE OF FLORIDA
FLORIDA ARCHITECT BUSINESS LICENCE # AA26002935
ARCHITECT

REVISIONS:

| Date | Description |
|---|---|

CONTRACT DOCUMENTS FOR:

515 BUILDING BED & BREAKFAST

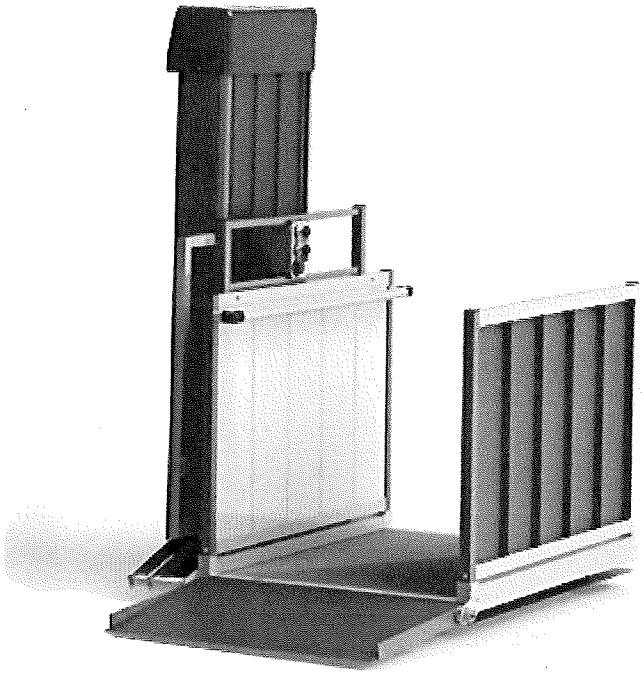
ADDRESS:
515 S INDIAN RIVER DR, FORT PIERCE, FLORIDA 34950

SCHEME B ELEVATIONS

| Drawn by | CHKD | Date | Checked by |
|---|---|---|---|
| | DESIGN | Author | |
| | CD | | |
| | BID | | |

JOB FILE NUMBER:
C-17132

A-6



Home / Doors & Windows / Exterior Doors / Patio Doors

Model # 9117172 Internet #205935247 Store SKU #1001403999



Share Save to List Print

**Andersen** 71 in. x 80 in. 400 Series Frenchwood Sandtone Right-Hand Sliding Patio Door, Oak Interior, Low-E SmartSun Glass

★★★★★ (1) Write a Review Ask the first question

- Wide profiles offer the authentic craftsmanship of French doors
- Stain-grade quality wood interiors are ready to finish
- Low-maintenance Perma-Shield exterior cladding protects the door

[redacted]

White Door

Choose Your Options

**Sandtone**

Door Size (WxH) in.

71 x 80

Door Handing

Right-Hand/Slide

Quantity - 1 +

**Pick Up In Store**

Unavailable at Port St Lucie-South

0 in stock

Check Nearby Stores

**We'll Deliver It to You**

Express Delivery

**Get it fast**

Schedule delivery to your home or jobsite at your convenience **for as low as $35.00**

Andersen WINDOWS • DOORS

100 SERIES



# SINGLE-HUNG WINDOWS

Andersen® 100 Series single-hung windows allow ventilation through a single operable lower sash that slides up and down. Classic rectangular shapes are available, or use an arched top for added elegance. Made with our revolutionary Fibrex® composite material, 100 Series products are durable, environmentally smart and energy efficient. 100 Series products are available in deep, rich colors that complement virtually any architectural style. For added style, we offer a wide range of grille patterns and patterned glass options.

## DURABLE

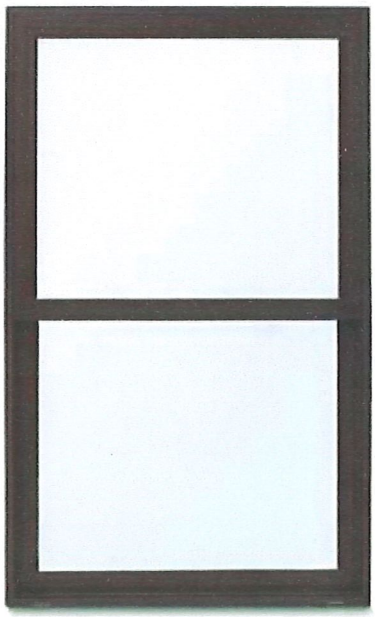
- Virtually maintenance-free
- Rigorously tested to deliver years* of smooth, reliable operation
- Fibrex material construction provides long-lasting* performance
- Durable, low-maintenance finish won't fade, flake, blister or peel*
- Fibrex material is twice as strong as vinyl

## ENERGY EFFICIENT

- Weather-resistant construction for greater comfort and energy efficiency
- Weatherstripping is designed to seal out drafts, wind and water

ASK ABOUT ENERGY STAR

- Variety of Low-E glass options are available to help control heating and cooling costs in any climate
- Many 100 Series single-hung windows have options that make them ENERGY STAR® v. 6.0 certified throughout the U.S.



## BEAUTIFUL

- Clean, attractive corner seams
- Six exterior color options
- Attractive matte finish interiors available in four colors
- Add style with grilles or patterned glass

## EXTERIOR COLORS

White | Sandtone | Terratone | Cocoa Bean | Dark Bronze | Black

CUSTOM SIZES

*Visit andersenwindows.com/warranty for details.

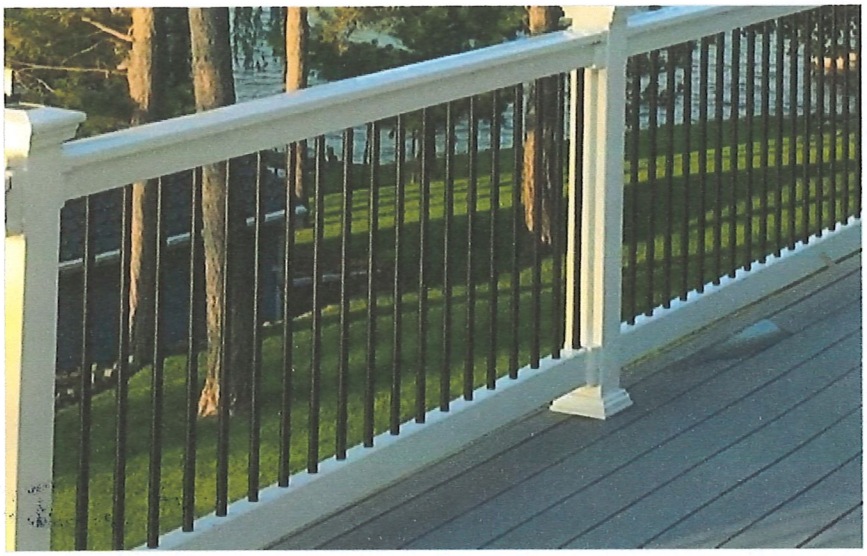
"ENERGY STAR" is a registered trademark of the U.S. Environmental Protection Agency.

# Vinyl Fence Wholesaler Deck Railings

WHITE - 42" x 8' Beaumont Straight Railing with BLACK Round Aluminum Spindles. / Commercial Grade / Heavy Duty / 42" X 96"

Sold by: Vinyl Fence Wholesaler

Not yet reviewed | **SKU: 15193196**



1 / 15 images

**Samples Not Available**

Share:



30 DAY

**30 Day Money Back Guarantee**

This means you get 30 days to decide if the product is right for you. Learn more

- **Get a free sample in your hands tomorrow** Learn more
- **Personalized customer care** Learn more
- **A+ rating by Better Business Bureau (BBB)**

[redacted]

See price tiers

See price tiers

**In Stock**

Save up to **$10** on shipping!

**Other Styles:**



**Style:** WHITE - 42" x 8' Beaumont Straight Railing with BLACK Round Aluminum Spindles.

**Type:** Commercial Grade / Heavy Duty

**Size:** 42" X 96"

**Quantity:**

*1 kits minimum* kits

Enter your quantity

Add To Cart for Shipping Rate

♥ Save to Wishlist

30 DAY

**30 Day Money Back Guarantee**

This means you get 30 days to decide if the product is right for you. Learn more

- **Get a free sample in your hands tomorrow** Learn more
- **Personalized customer care** Learn more
- **A+ rating by Better Business Bureau (BBB)**

Product Overview | Specifications

## Product Overview

THE SUNRISE CITY
FORT PIERCE
Florida
CITY CLERK'S OFFICE

November 8, 2017

Ms. Kris Einstein
207 ½ Orange Avenue, Suite K
Fort Pierce, FL. 34950

Dear Ms. Einstein:

The City Commission of the City of Fort Pierce, Florida, on Monday, November 6, 2017 considered your application for a Conditional Use with No New Construction, submitted by Property Owner and Applicant, Crownman FL LLC to add the use of Bed and Breakfast to the existing, primary, structure located at 515 S. Indian River Drive, Fort Pierce, FL. The request was approved with the following conditions:

1) Comply with City Code Section 22-60. Off-street Parking and Loading (c) Design Standards, d) Commercial Uses & (j) Lighting. **Please provide the lighting plan and the parking plan with the building permit.**

2) Demonstrate compliance with Florida regulations for bed and breakfasts. **Identify the meal services being provided and hours of operation**. For example, if the establishment conducts food handling or preparation beyond the scope of prepackaged food products, fresh whole fruits, cereal in individual packages, or bulk milk, juice or coffee, the facility must also meet the minimum requirements for a public food service establishment and be separately licensed for this activity.

3) The applicant identifies the maximum occupancy of the building, ensuring compliance with City Code Section 8.5-43. - Required space in dwelling units.

4) Registration of the property manager(s) accessible at all times, to resolve complaints or violations of City Code;

5) Provide a guide booklet for renters regarding local rules and public service resources to minimize conflicts;, these are available from the Code Enforcement department of the City.

6) The applicant files for and obtains a City of Fort Pierce, County, and State Business Tax Licenses within fourteen (14) days of Conditional Use approval.

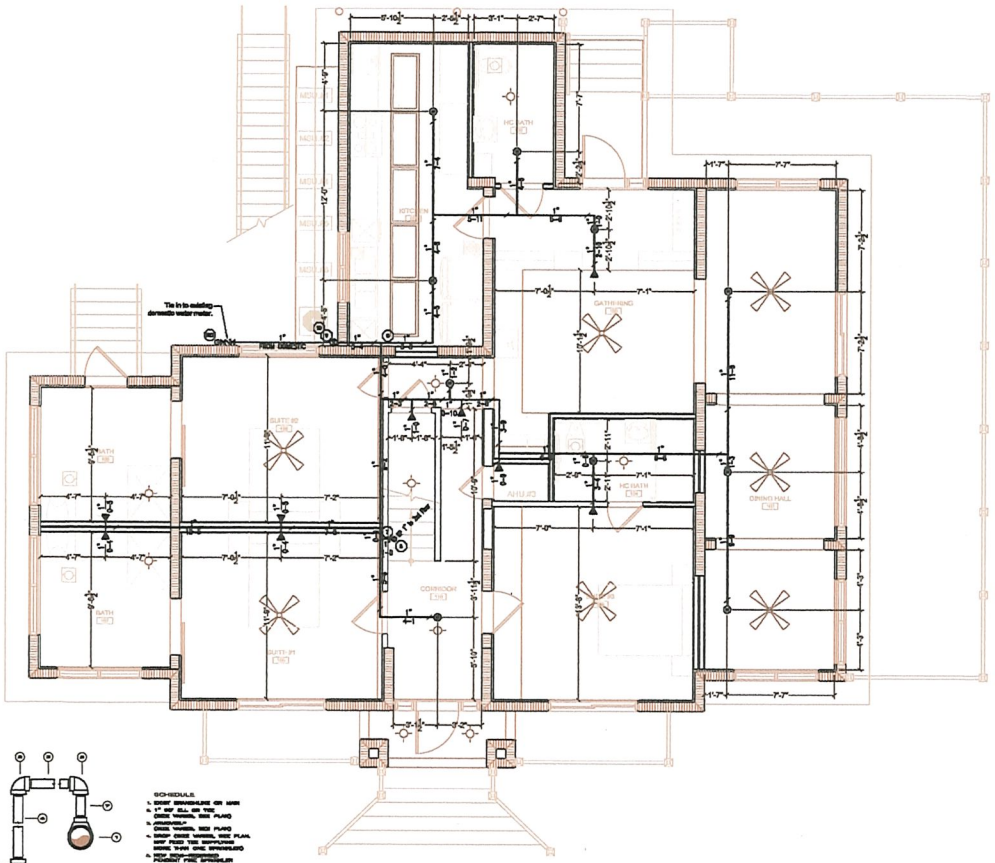
If you have any questions, please contact the Planning Department.

Very truly yours,

Linda W. Cox
City Clerk

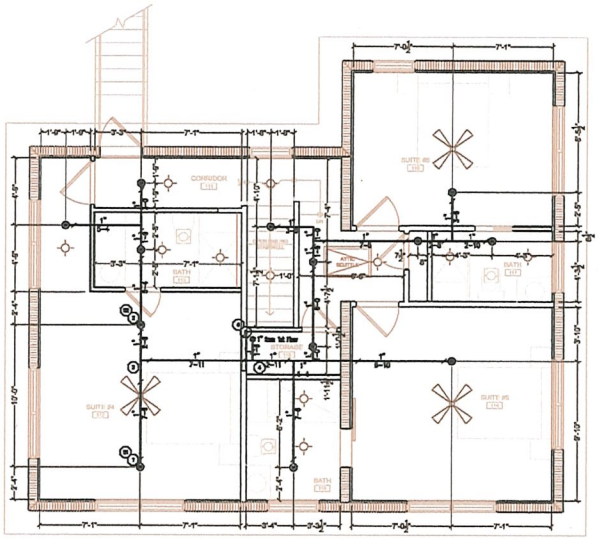
cc: Rebecca Grohall, Planning Director

Crownman FL LLC
10380 SW Village Center Drive #310
Port St. Lucie, FL. 34987




1st Floor Fire Sprinkler Plan

SCALE : 1/4" = 1'-0"




2nd Floor Fire Sprinkler Plan

SCALE : 1/4" = 1'-0"



SCHEDULE

1. SPRINKLER OR MIN
2. 1" WET FILL FOR TYPE CHECK VALVES, SEE PLANS
3. ANNUNCIATOR CHECK VALVES, SEE PLANS
4. DROP CHECK VALVES, SEE PLAN. KEEP FIXED TYPE SPRINKLERS MORE THAN ONE SPRINKLER
5. HOSE BIBB
6. HOT/COLD PUBLIC SPRINKLER
7. CEILING
8. 1" x 6-0" NIPPLE
9. RECESSED ESCUTCHEON CHECK VALVES, SEE PLANS

TYPICAL SPRINKLER DETAIL #1

* ARMOVERS PROJECTION THAN 24" IN LENGTH SHALL BE SUPPORTED BY A HANGER.

## CPVC DETAILS

CPVC PIPE SIZES AND THEIR RESPECTIVE MAXIMUM ALLOWABLE LENGTHS (FEET) BETWEEN SUPPORTS

| CPVC SIZE | MINIMUM TEMPERATURE ALARMS CODE PATTERN | | |
|---|---|---|---|
| in. | 60F to 120F | 40F to 59F | 0F to 39F |
| 1/2" | 3 Meter | 4 Meter | 4.5 Meter |
| 3/4" | 3 Meter | 4 Meter | 4.5 Meter |
| 1" | 3 Meter | 3.5 Meter | 4 Meter |
| 1 1/4" | 3 Meter | 3.5 Meter | 4 Meter |
| 1 1/2" | 3 Meter | 3.5 Meter | 4 Meter |
| 2" | 3.5 Meter | 4 Meter | 4.5 Meter |
| 2 1/2" | 3.5 Meter | 4 Meter | See Note 1 |
| 3" | 3.5 Meter | 4 Meter | See Note 1 |
| 4" | 3.5 Meter | 4 Meter | See Note 1 |

NOTE 1: FOR THESE SIZES, THE DESIGNER CANNOT USE THE VALUES AS TEMPERATURES BELOW 20°F OR ABOVE ARE ALLOWED IN CODE FOR THE ABOVE MEASUREMENTS PRIOR TO PROVIDING TUBING

TABLE 1 – MAX SUPPORT SPACE, DISTANCE AND LINE SPRINKLER DROP HEIGHT

| CPVC SIZE | SYSTEM PRESSURE | |
|---|---|---|
| in. | < 100 PSI | > 100 PSI |
| 1/2" | 6' ft. | 5' ft. |
| 3/4" | 6' ft. | 6' ft. |
| 1" | 7' ft. | 6' ft. |
| 1 1/4" | 7' ft. | 7' ft. |
| 1 1/2" | 7' ft. | 7' ft. |
| 2" | 8' ft. | 7' ft. |
| 2 1/2" | 9' ft. | 8' ft. |
| 3" | 9' ft. | 8' ft. |
| 4" | 9' ft. | 8' ft. |

ALL BLAZEMASTER CPVC PIPE SHALL BE INSTALLED AS REQUIRED BY MANUFACTURER

TRANSITION DIFFERENT MATERIAL

SUPPORT DISTANCE SPACING

## 1st Floor Fire Sprinkler Plan

SCALE : 1/4" = 1'-0"

NFPA 13D (2013) 6.6.2*
THE BATHROOM AREA DOES NOT EXCEED 55 SQ.FT
(WALL & CEILING ARE OF NON-COMBUSTIBLE MATERIAL PROVIDING A 15-MIN. THERMAL BARRIER.

NFPA 13D (2013) 6.6.3*
IN BUILDINGS SPRINKLED IN ACCORDANCE WITH NFPA 13, CLOSETS LESS THAN 12ft² IN AREA IN INDIVIDUAL DWELLING UNITS SHALL NOT BE REQUIRED TO BE SPRINKLED. CLOSETS THAT CONTAIN EQUIPMENT SUCH AS WASHERS, DRYERS, FURNACES OR WATER HEATERS SHALL BE SPRINKLED REGARDLESS OF SIZE.

## SCOPE OF WORK

THIS AN EXISTING BUILDING TO BE CONVERTED TO A (6) UNIT BED & BREAKFAST.

SCOPE OF WORK IS TO INSTALL A NEW RESIDENTIAL FIRE SPRINKLER SYSTEM, CONSISTING OF (32) NEW FIRE SPRINKLERS.

SYSTEM IS DESIGNED FOR:

RESIDENTIAL OCCUPANCY:
FIRE SPRINKLER SPACING 256 SQ.FT MAX (16 X 16 SPACING MAX)

**HYDRAULIC-SYSTEM**

This building is protected by a Hydraulically Designed Automatic Sprinkler System

| | |
|---|---|
| Location: | SUITE #4 - SECOND FLOOR |
| No. of Sprinklers | 2 HEADS |
| Basis of Design | NFPA 13D |
| 1. DENSITY | .05 GPM/SQ.FT. |
| 2. DESIGN AREA OF DISCHARGE | 265 SQ.FT. |
| 3. HOSE ALLOWANCE | 0 GPM |
| Basis of Design | |
| 1. GPM DISCHARGE | 25.947 GPM |
| 2. RESIDUAL PRESSURE AT THE BASE OF THE RISER | 30.315 PSI |
| 3. CLASS/COMMODITY | RESIDENTIAL |

TOTAL LIFE SAFETY CORPORATION

## MATERIAL NOTES

ALL PIPING & FITTINGS SHALL BE AS FOLLOWS:

1. CPVC BLAZEMASTER (ASTM F 442)
2. ALLIED "XL" (ASTM A 135) (SIZES 1"AND UP TO 3")
3. SCH.10 (ASTM A 135) (SIZES 4"AND UP TO 12")
4. CAST IRON THREADED FITTINGS, CLASS 125 AND 250 (ASME B16.4)
5. MALLEABLE IRON THREADED FITTINGS, CLASS 150 AND 300 STEEL (ASME B16.3)
6. ALL GROOVED COUPLINGS ARE TO BE RIGID WITH EXCEPTION OF THOSE LOCATIONS OUTLINED IN NFPA 13 (ED:2013)

ALL UNDERGROUND PIPING & FITTINGS SHALL BE AS FOLLOWS:

1. PLASTIC POLYVINYL CHLORIDE (PVC) C900-DR14 (SIZES 4" AND UP TO 12")

## GENERAL NOTES

1. THE SYSTEM DESIGN AND INSTALLATION SHALL COMPLY WITH NFPA 13R,-(ED:2013) AND THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.
2. ALL CONTROL VALVES, FLOW DEVICES & SWITCHES SHALL BE PROPERLY IDENTIFIED AND ELECTRONICALLY SUPERVISED PER NFPA 13-2.7.3. (SUPERVISION BY OTHERS)
3. ALL HANGER COMPONENTS AND INSTALLATION SHALL BE IN ACCORDANCE WITH NFPA 13-SECTION 9.1,
4. WHERE ADDITION OR MODIFICATION IS MADE TO AN EXISTING SYSTEM AFFECTING MORE THAN 20 SPRINKLERS, THE NEW PORTION SHALL BE ISOLATED AND TESTED AT NOT LESS THAN 200 PSI (13.8 bar) FOR 2-HOURS PER NFPA13-24.2.1.5
5. MODIFICATIONS THAT CANNOT BE ISOLATED, SUCH AS RELOCATED DROPS, SHALL NOT REQUIRE TESTING IN EXCESS OF SYSTEM WORKING PRESSURE.
6. ELECTRICAL WIRING FOR DEVICES AND ANY PAINTING OF THE PIPE THAT MAY BE REQUIRED SHALL BE BY OWNER OR OTHERS.
7. THE EMERGENCY SPARE HEAD CABINET(s) TO BE INSTALLED, PROVIDE HEADS & WRENCHES AS REQUIRED PER NFPA 13-6.2.9.

| DESIGN CRITERIA | |
|---|---|
| SYSTEM NO. | SUITE #4 |
| HAZARD | RESIDENTIAL |
| SPACING | MAX 256 sq.ft. |
| K FACTOR | 4.9 |
| INSIDE HOSE | 0 gpm |
| OUTSIDE HOSE | 0 gpm |
| RACK GPM | 0 gpm |
| **HYDRAULIC DESIGN SYSTEM** | |
| NO. OF SPRINKLERS | 2 |
| DENSITY | .05 |
| DESIGN AREA | 265 sq.ft. |
| GPM DISCHARGE | 25.947 gpm |
| RESIDUAL PSI AT | 30.315 psi |
| BASE OF RISER | |

**TYPE OF SPRINKLERS**

| SYMBOLS | QTY. | SIZE | TEMP | SIN | K | FINISH | ESC. |
|---|---|---|---|---|---|---|---|
| ⊕ | 23 | 1/2" | 155° | VG7332 | 4.9 | WHITE | 3/8 |
| ◁ | 9 | 1/2" | 155° | VG7444 | 4.2 | WHITE | 3/8 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| SPARE HEAD | 32 | | | | | | |

**WATER FLOW DATA**

| | |
|---|---|
| ADDRESS: | |
| DATE: | |
| INFO BY: | |
| STATIC: | |
| RESIDUAL: | |
| FLOW: | |

# Crownman Bed & Breakfast

515 South Indian River Drive
Fort Pierce, Florida 34950


Total Life Safety Corporation
1045 N.E. Industrial Boulevard
Jensen Beach, Florida 34957
(772) 600-4660
LIC # FPC12-000069


Revisions:
ISSUE FOR PERMIT – 07/01/2018

BED & BREAKFAST
FIRE SPRINKLER PLAN

SPRINKLERS ON JOB: 32
A.H.J.: FORT PIERCE

Design: A. GONZALEZ
Review: B. POLHEMUS
Scale: 1/4" = 1'-0"
Date: 07-01-2018

Sheet No:
FP-1
OF 1


V-4572
500
500
8" PVC Lined No
507
507
505
505 South 2nd Street FBI
71-41
509
509
6" VCP Lined No
6" CIP
8" VCP Lined No
510 South 2nd Street
519
512
519
71-42
In City Limits
S 2ND St
12" CIP
S INDIAN RIVER DR
6" CIP
519
519 South Indian River Drive
512
519
519 South 2nd Street
H-1184
V-3915
71-44
H-714
71-43
EASTER AVE
601 South 2nd Street
601
V-1595
Water Gate Valve
Water Meter
Active Fire Hydrant
Active Water Service
Active Water Main
Sewer Valve
Lift Station
Manhole
Active Sewer Service
Active Force Main
Active Gravity Main
Gas Meter
Active Gas Main
Clean Out
FPUA Utility Map
By: Name
Date: 5/9/2017
1" = 51 '
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401
401
411
411
417
426
500
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601
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607
71-38
71-37
71-41
71-42
71-43
71-44
DELAWARE AVE
EASTER AVE
2ND ST
S INDIAN RIVER DR
8" VCP Lined: Yes
8" PVC Lined: No
8" VCP Lined: No
6" VCP Lined: No
115 ft
2 1/2 ft
39 ft
3 ft
156 ft
161 ft
166 ft
2 1/2 ft
209 Ft
2 1/2 ft
316 ft
C/O
C/O
Water Gate Valve
Water Meter
Active Fire Hydrant
Active Water Service
Active Water Main
Sewer Valve
Lift Station
Manhole
Active Sewer Service
Active Force Main
Active Gravity Main
Gas Meter
Active Gas Main
Clean Out
FPUA Utility Map
By: Name
Date: 3/7/2018
1 " = 85.2 '
N
W
E
S

# Detail by Entity Name

Florida Limited Liability Company
CROWNMAN FL LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L16000218307 |
| **FEI/EIN Number** | 81-4574633 |
| **Date Filed** | 12/01/2016 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | LC AMENDMENT |
| **Event Date Filed** | 12/19/2016 |
| **Event Effective Date** | NONE |

**Principal Address**

10380 SW VILLAGE CENTER DR #310
PORT ST LUCIE, FL 34987

**Mailing Address**

10380 SW VILLAGE CENTER DR #310
PORT ST LUCIE, FL 34987

**Registered Agent Name & Address**

BRETT, WALTER
10380 SW VILLAGE CENTER DR #310
PORT ST LUCIE, FL 34987

**Authorized Person(s) Detail**

**Name & Address**

Title AMBR

BRETT, WALTER
10380 SW VILLAGE CENTER DR #310
PORT ST LUCIE, FL 34987

Title AMBR,VP

BRETT, CHERYL
10380 SW VILLAGE CENTER DR #310
PORT ST LUCIE, FL 34987

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2017 | 03/15/2017 |
| 2018 | 03/26/2018 |

## Document Images

| | |
|---|---|
| 03/26/2018 -- ANNUAL REPORT | View image in PDF format |
| 03/15/2017 -- ANNUAL REPORT | View image in PDF format |
| 12/19/2016 -- LC Amendment | View image in PDF format |
| 12/01/2016 -- Florida Limited Liability | View image in PDF format |

SAMPLE MENU

2 EGGS COOKED YOUR WAY HASHBROWN OR GRITS CHOICE OF BACON, SAUSAGE AND TOAST OR BUSCUIT

2 EGGS COOKED YOUR WAY HASHBROWNS OR GRIT CHOICE OF TOAST OR BISCUIT

SHORT STACK PANCAKES

YOGURT WITH FRESH FRUIT

FRESH FRUIT BOWL

AL CARTE

1 EGG

2 EGG

2 BACON

2 SAUSAGE

BISCUIT

TOAST

HASHBROWN

GRITS

HAM SANDWICH LETTUCE TOMATO PICKLE

TURKEY SANDWICH LETTUCE TOMATO PICKLE

BLT

CHOCOLATE CHIP COOKIES

APPLE PIE

CHOCOLATE CAKE

CHOCOLATE BROWNIE

ICE CREAM VARIOUS FLAVORS

COKE/DIET COKE

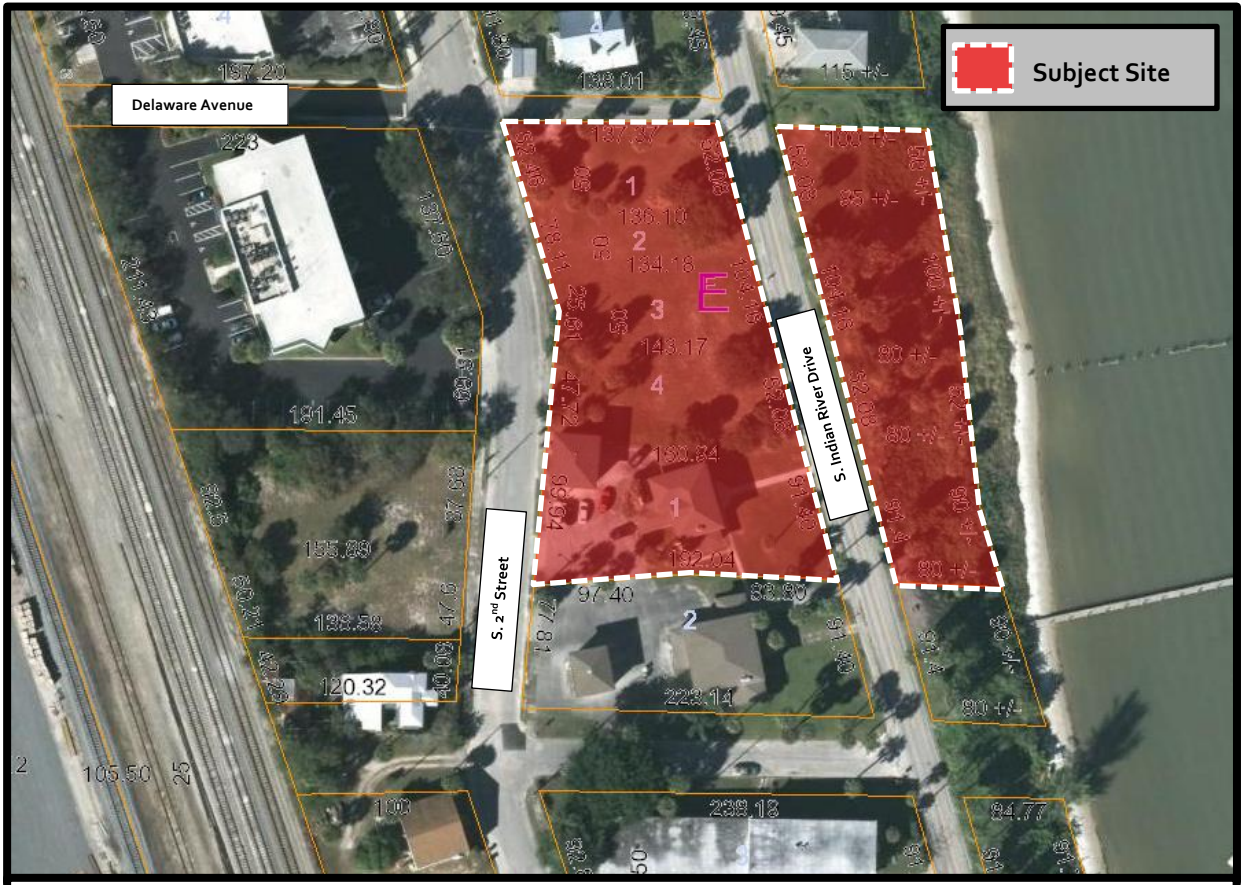
ICED TEA SWEET/UNSWEET

COFFEE

MILK

ORANGE JUICE

LEMONADE




THE SUNRISE CITY
FORT PIERCE
Florida

**Conditional Use with New Construction**
**515 S. Indian River Drive**
**Aerial Map**

N
W E
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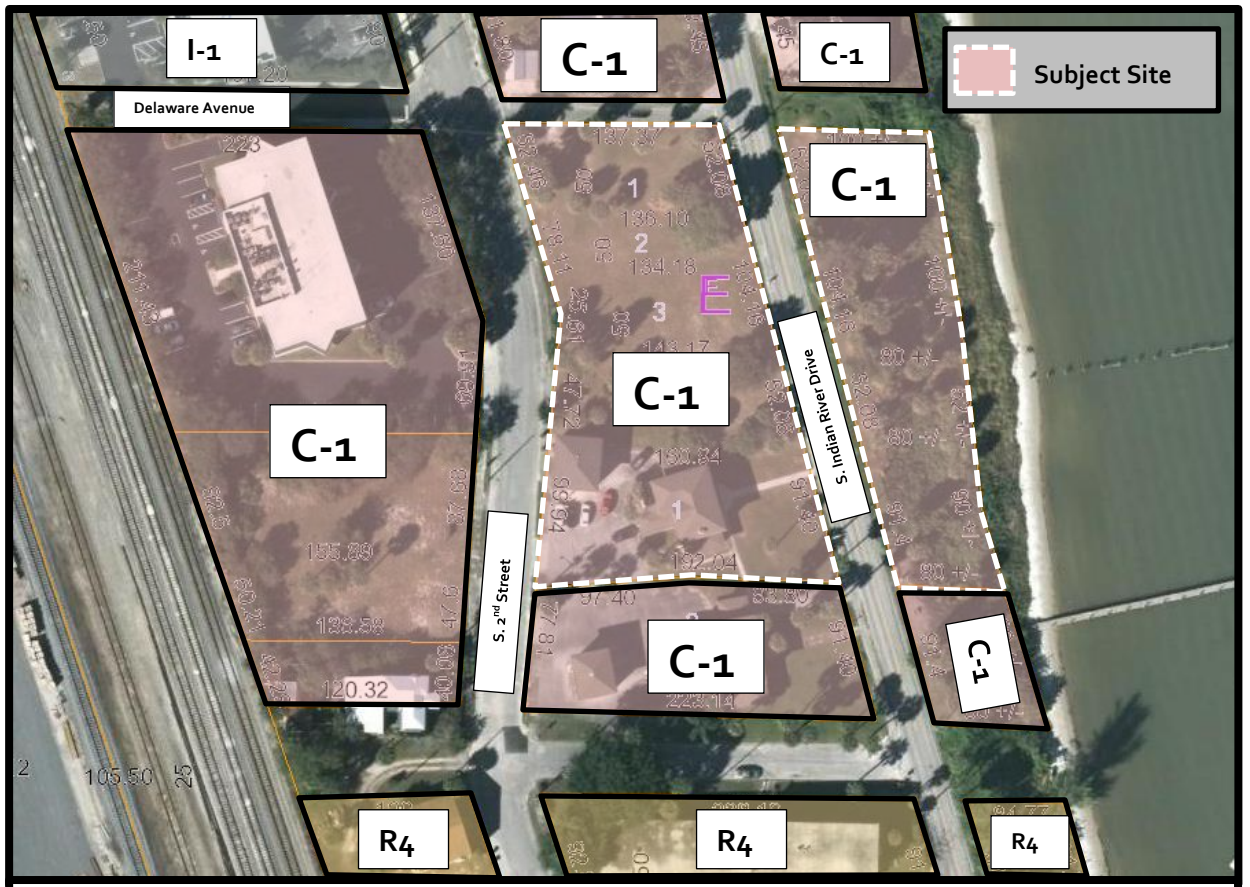


THE SUNRISE CITY
FORT PIERCE
Florida

**Conditional Use with New Construction**
**515 S. Indian River Drive**
**Zoning Map**

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

March 21, 2019

Kris Einstein
207 ½ Orange Avenue, Suite K
Fort Pierce, FL 34950

**SUBJECT:** **Crownman B&B – 515 S. Indian River Drive**
**TECHNICAL REVIEW PROJECT: # 19-04000003**
**CONDITIONAL USE WITH NEW CONSTRUCTION & DESIGN REVIEW**

**Comments:**

1. A Lighting Plan that complies with City Code 22-60(j)(1)(a) will be required at the time of Building Permit
2. A landscape plan that demonstrates compliance with City Code 22-187 will be required at the time of Building Permit.
3. Demonstrate compliance with Florida regulations for bed & breakfasts. Identify the meal services being provided and hours of operation.
4. The applicant identifies the maximum occupancy of the building, ensuring compliance with City Code Section 8.5-43, required space in dwelling units.
5. Registration of the property manager(s) accessible at all times, to resolve complaints or violations of City Code.
6. Provide a guide booklet for renters regarding local rules and public service resources to minimize conflicts. These are available in the Code Enforcement department of the City.
7. The applicant files for and obtains a City of Fort Pierce, County, & State Business Tax Licenses within fourteen (14) days of Conditional Use approval.

Please provide a written response to all TRC comments and provide submittal (10 hard copies/1 digital copy) of all materials by March 29, 2019 to advance to the City Commission. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
# FORT PIERCE
*Florida*
ENGINEERING DEPARTMENT

RECEIVED
MAR 20 2019
CITY OF FORT PIERCE
PLANNING & ZONING

**TO : Brandon Creagan, Planner**

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

**RE : 515 South Indian River Drive – Crownman Bed and Breakfast Conditional Use w/ New Construction - TRC No. 19-04000003**

**DATE : March 19, 2019**

This is to advise you that we have completed the review of the following documents as received by this office on March 8, 2019:

- [x] Conditional Use Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [ ] Approval of Site Plan
- [x] Approval of Conditional Use
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for conditions of approval

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\Addresses\515 Indian River Drive\Conditional Use with Construction\Submittal No. 1 - 030819\CU Approval Memo - 031919.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

# BUILDING DEPARTMENT
# TECHNICAL REVIEW COMMITTEE (TRC)
# COMMENT FORM

**Meeting Date:** 3.21.19
**Property Address:** 515 S Indian River Dr. – Cond. Use New Construction
**Property Name:**
**Project Name:** Crownman Bed and Breakfast
**Planner:** Brandon Creagan

***Please be advised that the project may trigger the requirements indicated below:***

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

**Additional Comments/Requirements:**

Building Official's or Representative's Signature _____ Date: 3/18/19

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

# Technical Review Committee meeting

## March 21, 2019

TECHNICAL REVIEW PROJECT #19-04000003

Conditional Use New Construction – Crownman Bed & Breakfast – 515 S. Indian River Drive

**Comments**

FPUA W/WW Engineering: Approved with Conditions:
All fire protection services must be supplied through an FPUA approved Double Detector Check device. These devices are to size by the mechanical engineer in charge of the design of the fire suppression system. FPUA had originally proposed the use of a 2-inch fire protection device to service this project needs but changed after discussions with the applicant's representative, David Cleveland. The new direction, per this conversation, is to supply one 4-inch Double Detector Check device for the present and future needs of the project's fire suppression needs. Please submit three sets of utility construction plans to my attention for official review and approval.

FPUA Electric & Gas Engineering: Approved, no comment

# Technical Review Committee meeting

# March 21st, 2019

Case # 19-04000003

Conditional use with new construction

Crownman Bed and Breakfast, 515 South Indian River Drive, Ft. Pierce

**Comments:**

Should this project proceed forward in the future, please ensure the lighting meets or exceeds the standards required by code.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

**March 12, 2019**

| | |
|---|---|
| **Project:** | **Crownman Bed and Breakfast Conditional Use** |
| **Subject:** | **SURVEY REVIEW** |
| To: | Brandon Creagan |
| From: | Rod Reed, PLS |
| | SLC-Engineering Division |

All comments are based on the Standards of Practice per Ch. 5J-17.050 thru 5J-17.052 F.A.C.

Pursuant to Section 472.027 Florida Statutes.

SURVEY:

1) Please provide a boundary and topographic survey of the site with flood zones depicted. In addition all wetland areas (if any) will need to be identified and shown on the survey. All elevations will be referenced to NAVD 1988. The survey needs to be performed by a professional surveyor licensed to practice in the State of Florida.

Please provide a written response to all comments

***Rod Reed, County Surveyor***
*St. Lucie County, Fl.*
*2300 Virginia Avenue*
*Ft. Pierce, Fl. 34982-5652*
*www.stlucieco.org*
*Ph. (772) 462-1721*
*E-mail reedr@stlucieco.org*

**ST. LUCIE COUNTY FIRE DISTRICT**
FIRE PREVENTION BUREAU
Office of the Fire Marshal

**Telephone:** **(772) 621-3322**
**Fax:** **(772) 621-3604**

## BUREAU OF FIRE PREVENTION

## SITE PLAN REVIEW

**TO: Site Plan Applicant**

**SITE PLAN: Crowman Bed & Breakfast**

**REVIEW DATE: March 20, 2019**

**PLANNER: BRANDON CREAGAN**

**REVIEWED BY: Lt. Wayne Boyer, Capt. Paul Langel**

---

**Site Plan Approved: _____**

**Site Plan Approved with conditions: ___X____**

**Site Plan Approval withheld pending written acknowledgement of conditions: _____**

**Site Plan Rejected: _____**

---

**The Following Revisions Are Necessary:**

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line athttp://www.slcfd.com/permits.htm**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please provide an electronic copy of the Site Plan (pdf format)**
4. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**

To: Brandon Creagan
Planning Department

From: Kris Einstein
Agent for Crownman

March 25, 2019

RE: Reponses to TRC Comments for Crownman B&B – 515 S. Indian River Drive
Technical Review Project: #19-04000003
Conditional Use With New Construction Design & Review

As Planning Departments is aware, this Conditional Use is somewhat linked to our PD. We were in the process of the resubmission of our PD, starting with the Future Land Use Map Amendment Application for one of our parcels. The City of Fort Pierce due date to submit their proposed EAR-based amendments was January 31, 2019, (one year from receipt of Evaluation and Appraisal Letter). The DEO has not received the proposed EAR-based amendment and therefore the City is prohibited from amending their plan (including small scale amendments) until the DEO has received the proposed EAR-based amendment pursuant to Section 163.3191, Florida Statutes. Once the DEO has received the proposed EAR-based amendment the City may then adopt amendments to their plan including any small scale amendments. Planning Department's estimated date of completion is September 1, 2019 (based on a start date of April 1, 2019). Since some of our plans are essentially "on hold" until the Comprehensive Plan is Updated, we are requesting not to incur additional costs (ie new lighting/landscape plans) until more is known about the Comp Plan's actual timeframe. The actual time frame will indicate which design we will submit for our PD & how this B&B will tie into it, which will ultimately dictate the landscape and lighting plan. We will provide these and will comply with the Codes, but not until a later date.

1. A Lighting Plan that complies with City Code 22-60(j)(1)(a) will be required at the time of Building Permit – *acknowledged*

2. A landscape plan that demonstrates compliance with City Code 22-187 will be required at the time of Building Permit. – *acknowledged*

3. Demonstrate compliance with Florida regulations for bed & breakfasts. Identify the meal services being provided and hours of operation. – We have already turned in our application & paid our Licensing Fee to the State on June 6, 2018 for the B&B (receipt attached). In order to be able to serve more than "prepackaged foods," we needed to be licensed by the DBPR for Permanent Food Service and turned in that application, which required a sample menu (menu attached). That application was approved; we just need a final inspection.

Hours of operation – Since owners will be living on property/accessible at all times & guests typically feel more comfortable with someone accessible at all times, the B&B will essentially be operating 24/7/365.

4. The applicant identifies the maximum occupancy of the building, ensuring compliance with City Code Section 8.5-43, required space in dwelling units.

## *Sec. 8.5-43. - Required space in dwelling units.*

*Every dwelling unit shall contain a minimum gross floor area of at least two hundred fifty (250) square feet for the first occupant, at least two hundred (200) square feet for each of the next three (3) occupants, and at least one hundred seventy-five (175) square feet of gross floor area for each occupant thereafter. Every habitable room shall have a minimum ceiling height of seven (7) feet over fifty (50) percent of the floor area. Any portion of a room having a ceiling height of less than five (5) feet shall not be considered in computing the total floor area of such room.*

- The B&B is ~ 3,080 sf
- Each room will be able to sleep 2 guests.
- 6 rooms x 2 guests = 12 guests
- 250 sf (guest 1)
  600 sf (guest 2-4 / each @ 200 sf)
  1,400 sf (guest 5-12 / each @ 175 sf)
  2,250 sf total required for 12 guests, leaving 830 sf remaining

5. Registration of the property manager(s) accessible at all times, to resolve complaints or violations of City Code. – Acknowledged

6. Provide a guide booklet for renters regarding local rules and public service resources to minimize conflicts. These are available in the Code Enforcement department of the City. - Acknowledged

7. The applicant files for and obtains a City of Fort Pierce, County, & State Business Tax Licenses within fourteen (14) days of Conditional Use approval. – We have to wait until we are recognized as an operating B&B by the State & will file for this within 14 days of receiving our license/being approved by the State.

**County Comments:**

1) Please provide a boundary and topographic survey of the site with flood zones depicted. In addition all wetland areas (if any) will need to be identified and shown on the survey. All elevations will be referenced to NAVD 1988. The survey needs to be performed by a professional surveyor licensed to practice in the State of Florida.

Our Survey Company is redoing Survey since it is over a year old and will include requested information.

***FPUA Comments:***

FPUA W/WW Engineering: Approved with Conditions:

All fire protection services must be supplied through an FPUA approved Double Detector Check device. These devices are to size by the mechanical engineer in charge of the design of the fire

suppression system. FPUA had originally proposed the use of a 2-inch fire protection device to service this project needs but changed after discussions with the applicant's representative, David Cleveland. The new direction, per this conversation, is to supply one 4-inch Double Detector Check device for the present and future needs of the project's fire suppression needs. Please submit three sets of utility construction plans to my attention for official review and approval.

This also falls under the issue due to Comp Plan. We were planning on installing a 4" Double Detector Check device because we could justify this expense based on our proposed PD. David and our Civil Engineers are talking with FPUA to see about a temporary solution since we are essentially back to the beginning where we originally stated the B&B could not justify the cost of FPUA's requirements. We do not want to make the $100k+ investment for a 4" Double Detector Check device at this time, not knowing the final design of our PD. We are now back to the drawing board for the PD layout since we cannot do a small scale map amendment, which was our 1st phase for the PD. We will come up with a solution that works for everyone & will have the Utility Construction Plans sent in for approval shortly.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

# AFFIDAVIT OF NOTIFICATION AND MAILING

I, the undersigned, do hereby declare that I did mail copies of a notice of public hearings to each owner of the property located, or having any part thereof, situated within five hundred (500) feet of any point of the property for which the request has been made and to the owner of the property for which the request has been made, as required by Chapter 22, Article X, Section 22-143 of the Code of Ordinances.

Project: Crowman Bed & Breakfast - Conditional use with New Construction

Staff Name: Brandon C. Creagan

Staff Signature: [signature]

Date Mailed: 4-18-20

Number of Mailed Letters: 20

**Attachments:**
Copy of notice of public hearings
Mailing list
Map of properties notified

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

April 18, 2019

Dear Property Owner(s):

The property Owner & Applicant, **Crownman FL LLC** & representative **Kris Einstein** are requesting approval of a **Conditional Use with New Construction** to operate a Bed & Breakfast establishment. Their property is located at 515 S. Indian River Drive in Fort Pierce, Florida. The property is zoned Office Commercial (C-1). The Parcel ID is 2410-810-0001-000-9.

Legal Description: ANDREWS AND RICHARDS S/D THAT PART OF LOT 1 LYG E OF S 2 ST AND BEG ON E LI OF S 2 ST 8 FT S OF N LI OF LOT 2, RUN NELY 95.70 FT TO N LI, TH W ALG N LI TO E LI OF S 2 ST, TH S TO POB AND LOTS 1, 2, 3 AND 4 BLK E OF LOWRY`S S/D (1.60 AC - 68,588 SF) (MAP 24/10H) (1) (OR 3943-2583: 4050-1341: 4066-2908)

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meeting on **Monday, May 6, 2019** which begins at **6:30 p.m**. in the City Hall Commission Chambers, 100 North U.S. 1, Fort Pierce, Florida. You are provided the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Conditional Use with New Construction**. Whether you attend the meeting or not, it is requested that you please complete the form below and return it so it is received by **5 p.m**. on **Monday, May 6, 2019.** Methods of returning your ballot are identified below. Each ballot returned will be tabulated and reported to the City Commission. If you have any inquiries, or would like to review the complete application, please contact me at (772) 467-3742 or bcreagan@city-ftpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Thank you for your contribution.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

---

**Conditional Use with New Construction – Bed & Breakfast – 515 S. Indian River Drive** No. 1

I approve 0 I disapprove 0

Comments:

_____

_____

_____

_____ _____

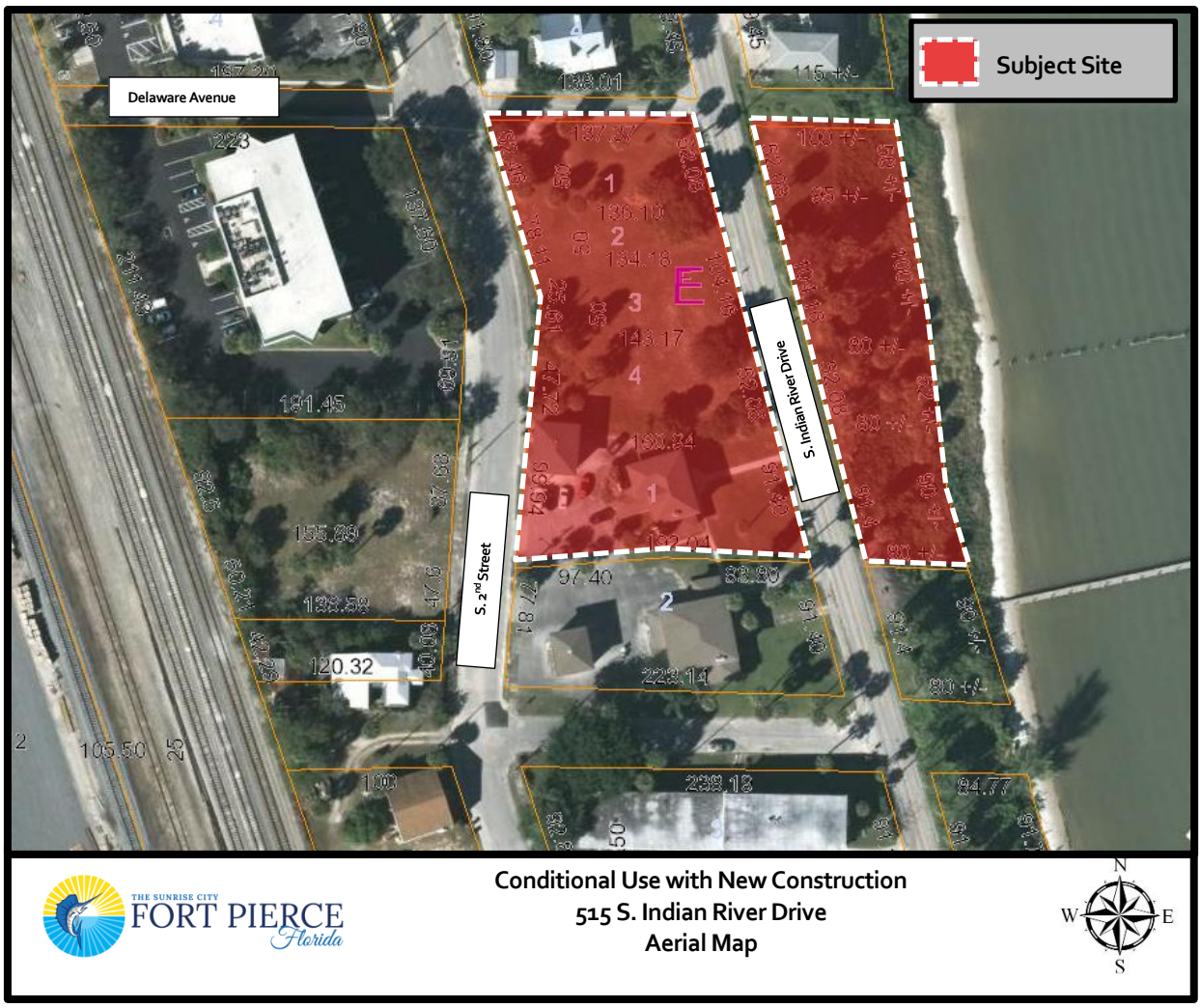
**Signature** **Date**

Please complete and return ballot to:

| **Mail** | | **Fax** | | **Email** |
|---|---|---|---|---|
| City of Fort Pierce<br>Planning Department<br>P.O. Box 1480<br>Fort Pierce, FL 34954 | or | (772) 466-5808 | or | bcreagan@city-ftpierce.com |

# Aerial Map

## 515 S. Indian River Drive




THE SUNRISE CITY FORT PIERCE Florida

**Conditional Use with New Construction**
**515 S. Indian River Drive**
**Aerial Map**

FEC RR 1
7150 Philips Highway
Jacksonville; FL 32256-6802

Adams Ranch Inc 2
PO Box 12909
Fort Pierce; FL 34979-2909

St Andrews Episcopal Academy Inc 3
210 S. Indian River Drive
Fort Pierce; FL 34950-4337

Wilhocapa Inc 4
2931 N. Indian River Drive
Fort Pierce; FL 34946-8414

Ft Pierce City Of 5
PO Box 1480
Fort Pierce; FL 34954-1480

St Lucie County 6
Attn: Management & Budget 2300 Virginia Avenue
Fort Pierce; FL 34982-5632

TA1 (IRD) LLC 7
266 Park Drive
Palatine; IL 60067

TMH LLC 8
266 Park Drive
Palatine; IL 60067-7755

Ronald Lyman and Kamela J Lyman 9
417 S. Indian River Drive
Fort Pierce; FL 34950-1530

Susnar Realty LLC 10
2340 S. Ocean Blvd
Palm Beach; FL 33480-5304

CROWNMAN FL LLC 11
10380 SW Village Center DR; Unit # 310
Port St Lucie; FL 34987-1931

Walter Brett and Cheryl Brett 12
10380 SW Village Center DR; Unit # 310
Port St Lucie; FL 34987-1931

Ray W Stilwell and Sandra S Stilwell 13
5297 E. 10 Mile Road
Warren; MI 48091-3895

Botanical Sanctuary LLC 14
117 Orange Avenue
Fort Pierce; FL 34950-4346

IRA 17 LLC 15
2210 S. 34th Street
Fort Pierce; FL 34947-4509

Rivers Edge Residence LLC 16
1157 Bel Aire Drive
Daytona Beach; FL 32118-3660

E Lawrence Adams and Jane S Adams 17
2771 NW 84th Avenue
Coral Springs; FL 33065-5334

Brackett Family Ltd Ptnshp 18
PO Box 969
Vero Beach; FL 32961-0969

611 GREEN ROOM LLC 19
1503 Boston Avenue
Fort Pierce; FL 34950-3927

Jacob Z Berg and Dustan P Berg 20
851 NE 48th Street
Oakland Park; FL 33334-3233


BOSTON
DEPOT
MARKET
BOSTON
3RD
3RD
FLORIDA
FLORIDA

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Crownman Bed & Breakfast - Conditional Use with New Construction

**NOTICES PROVIDED PURSUANT TO:** 22-143

**NOTICE BY NEWSPAPER:** 4-21-2019

**NOTICE BY MAIL:** 4-18-2019

**NOTICE BY SIGNS:** 4-18-2019

**VERIFIED BY:** Brandon Creagan **TITLE:** Planner

**SIGNATURE:** **DATE:** 4-24-2019

# Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

## AFFIDAVIT OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.**

| Customer | Ad Number | Copyline | PO # |
|---|---|---|---|
| 463454 - CITY OF FORT PIERCE (LEGALS) | 2270963 | 5/6/19 LEGAL AD CONDITIONAL USE | |

**Pub Dates**
April 21, 2019

Sworn to and subscribed before me this day of, April 22, 2019, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

**Karol Kangas** **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

**CITY OF FORT PIERCE**
**NOTICE OF PUBLIC HEARING**

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 6, 2019 hold Public Hearings in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

1.Application for a Conditional Use with No New Construction submitted by property owner, David Malizia, to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of thirty-one (31) days at 1180 Carlton Court, Unit 204A (Apt. D), Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-620-0004-000-9.

2.Application for Conditional Use with New Construction submitted by property owner, Crownman FL LLC to operate a Bed & Breakfast at 515 S. Indian River Drive. The property is zoned Office Commercial (C-1), Parcel ID: 2410-810-0001-000-9.

3. Application for Conditional Use with No New Construction submitted by property owner, Michael Menard, to establish Patti's Hair Lounge/Neighborhood Commercial Service at 808 Delaware Avenue, Fort Pierce, FL. The property is zoned Office Commercial (C-1), Parcel ID: 2410-707-0008-000-1.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 04/21/19
TCN 2270963

**City Commission Regular Meeting** **12.e.**

**Meeting Date:** 05/06/2019

**Re:** Waiver of Distance - The Truth Restaurant - 1721 Avenue D

**SUBJECT:**

Quasi-Judicial Hearing - Review and approval of an application for a Waiver of Distance submitted by property owner, Alia Qasem and Applicant, Vincent Barnett, to obtain a 2COP alcohol license for on-premise consumption, located at 1721 Avenue D, Fort Pierce, FL. The property is zoned Neighborhood Commercial Zone (C-2), Parcel ID: 2409-601-0013-000-0.

**SUMMARY:**

The Truth Restaurant is a restaurant which is seeking to sell beer and wine for consumption on-premises. The restaurant opened in the place of the Chef Griot Restaurant for operation within the year 2018. Prior to the Chef Griot Restaurant; the subject site was operated by Mr. Vincent Barnett and occupied by The Spot Jamaican Restaurant. The restaurant is located at the southeast corner of Avenue D and North 18th Street. The applicant is requesting the waiver based upon the presence of churches that are located within 1,600 feet of the proposed site. City Code Section 3-11 of the City Code specifies that a waiver of distance shall be granted only if it does not adversely affect community health, safety or general welfare.

**RECOMMENDATION:**

The requested Waiver of Distance is not consistent with the Comprehensive Plan, and does adversely affect the public health, safety, convenience and general welfare; Staff recommends that the City Commission **DENY** the requested Waiver of Distance for a 2COP Alcoholic Beverage License for the proposed establishment.

**ALTERNATIVES:**

Approval with or without Conditions.

**RESPONSIBLE STAFF:**

Vennis Gilmore, Planning Analyst

**COORDINATED WITH:**

Technical Review Committee, Code Enforcement Division, and Police Department

**Fiscal Impact**

**OTHER INFORMATION:**

N/A

**Attachments**

Staff Report
Application
Property Card
Aerial Map
Zoning Map
Narrative
Site Plan Part 1
Site Plan Part 2
Floor Plan
TRC Comments
Planning Board Minutes
FPPD Reports
FP Code Reports
Public Notification Certification
Proof of Publication

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 09:35 AM |

Form Started By: Vennis Gilmore
Started On: 04/24/2019 08:39 AM
Final Approval Date: 04/26/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

**TO:** Nicholas Mimms, PE, City Manager

**THROUGH**: Rebecca Guerra, AICP, LEED-AP, CPD, Interim Planning Director

**FROM:** Vennis Gilmore, Planning Analyst

**RE:** **Application for Waiver of Distance – 2COP Alcohol License**
**The Truth Restaurant**
**1721 Avenue D**

**DATE:** April 24, 2019

## STAFF REPORT

**Owner**: Alia Qasem
103 SW Essex Drive
Port St Lucie, FL 34984

**Applicant:** Vincent Barnett
2000 N 60th Street
Fort Pierce, FL 34942

**Requested Action:** Approval of a Waiver of Distance for an alcoholic beverage license

**Type of License:** 2COP – Beer and Wine; sale for on premises consumption

**Name of Establishment:** The Truth Restaurant

**Site Location:** 1721 Avenue D

**Parcel ID:** 2409-601-0013-000-0

**Current Zoning:** C-2, Neighborhood Commercial Zone

**Future Land Use:** Neighborhood Commercial (NC)

**Surrounding Zoning:**

| North | East | South | West |
|---|---|---|---|
| C-2 | C-2 | C-2 | C-2 |

**Utilities:** FPUA

**Staff Analysis:**

***Request***
The Truth Restaurant is a restaurant which is seeking to sell beer and wine for consumption on-premises. The restaurant opened in the place of the Chef Griot Restaurant for operation within the year 2018. Prior to the Chef Griot Restaurant; the subject site was operated by Mr. Vincent Barnett and occupied by The Spot Jamaican Restaurant. The restaurant is located at the southeast corner of Avenue D and North 18th Street.

The request is to secure a 2COP – Beer and Wine License to offer sale of alcohol, at the subject location, for consumption on-premises. Section 3-7 of the City Code restricts the sale or distribution of sealed alcoholic beverages for consumption on the premises where the establishment is located within 1,600 feet of a church, school, or other licensed establishments; unless a Waiver of Distance is granted.

The applicant is requesting the waiver based upon the presence of churches that are located within 1,600 feet of the proposed site. City Code Section 3-11 of the City Code specifies that a waiver of distance shall be granted only if it does not adversely affect community health, safety or general welfare and that the following are considered:

**a. The actual location and distance of the proposed establishment with respect to other places of business licensed to sell intoxicating beverages, whether on or off the premises, as well as churches and schools;**

The proposed establishment is located approximately 245 ft. from Apostle Faith Church of Jerusalem, approximately 590 ft. from Triumph the Church and Kingdom, and approximately 1,200 ft. from Plant a Seed Ministries.

**b. Whether adequate parking and landscaping for the facility are provided so as to meet the requirements set forth in sections 22-59 through 22-61;**

The existing plaza site contains adequate parking and landscaping to meet City Code.

**c. Whether the facility is physically separated or well buffered from all adjacent residentially zoned areas;**

The site is not well buffered from adjacent residential areas.

**d. Whether traffic generated by patrons or pickup/delivery vehicles will pass through low or moderate density residentially zoned neighborhoods;**

This property is accessible from Avenue D. It would not be necessary for either customer or commercial vehicles to pass through residentially zoned areas.

**e. Whether, if the facility is located within sixteen hundred (1,600) feet of a church or school, it will generate traffic which may adversely affect the safety of persons attending such church or school.**

The establishment is located approximately 245 ft. from Apostle Faith Church of Jerusalem, approximately 590 ft. from Triumph the Church and Kingdom, and approximately 1,200 ft. from Plant a Seed Ministries and is not located within 1,600 feet of a school.

Section 3-14 of the City Code states that an applicant holding a 2-COP license must be engaged in conducting a bona fide restaurant operation. The code further states that such a restaurant must:

a. Have tables capable of seating not fewer than twenty (20) persons simultaneously, for the purpose of serving meals;

b. Must dispense sales of beer and wine only to persons patronizing the establishment for the main purpose of ordering and consuming food;

c. Have permanent kitchen facilities located within the premises in which meals are regularly prepared for service to patrons of the establishment.

The restaurant, with seating for approximately 30 people; will serve lunch and dinner meals. There are three (3) employees; Mr. Vincent Barnett and two (2) part-time employees. The hours of operation are 11am to 10pm (Monday through Friday) and 11am to 11pm (Saturday and Sunday). It is understood by the applicant that service of alcohol is to be with meals only.

In the Fall of 2015, Code Enforcement received multiple complaints from the Fort Pierce Police Department due to The Spot Jamaican Restaurant operating as a night club and a bottle club as they did not have a license to sell alcohol. The primary parties associated with this business were Alia Qasem and Vincent Barnett, who are the applicants for the waiver of distance. A code enforcement action was initiated on 9/11/2015 with a hearing held before the Special Magistrate. The Special Magistrate ultimately found The Spot Jamaican Restaurant and Mr. Vincent Barnett guilty of all the aforementioned violations. Based on this and the safety of the community due to the applicant's previous disregard for the neighbors by playing loud and disruptive music and the other nuisance conditions evidenced by the large crowds, late night operations and ultimately an employee of the establishment being shot; staff recommends denial of the request for a waiver.

**Technical Review Committee:**

All affected City Departments have reviewed the proposed Waiver of Distance and have provided comments based on compliance with requirements of the City Code and Comprehensive Plan. The comments generated from the technical review, and any responses by the applicant are provided for review.

**Property Owner Response Summary:**

A total of 78 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. An update will be provided to the City Commission at the public hearing.

**Planning Board Recommendation:**

The Planning Board, at their April 9th, 2019 meeting, voted to recommend approval of the request.

**Staff Recommendation:**

The requested Waiver of Distance is not consistent with the Comprehensive Plan, and does adversely affect the public health, safety, convenience and general welfare; Staff recommends that the City Commission **deny** the requested Waiver of Distance for a 2COP Alcoholic Beverage License for the proposed establishment.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

# WAIVER OF DISTANCE

Property address or Location 1721 Avenue D. Fort Pierce FL 34950

Parcel ID #(s) 2409-601-0013-000-0

Project description Add Beer & Wine Licenses

| | |
|---|---|
| Alia Qasem | President / Vincent Barnett |
| **Property Owner(s)** | **Applicant/Representative, Title, Company** |
| 103 SW Essex Dr. | 2000 N 60th St. |
| Street Address | Street Address |
| Port St. Lucie FL 34984 | Fort Pierce FL 34947 |
| City State Zip | City State Zip |
| 772-905-7913 | 561-856-3823 |
| Phone Number | Phone Number |
| qasem-alia@yahoo.com | boost-phones@yahoo.com |
| Email Address | Email Address |

***Property Owner(s) Acknowledgements:*** *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

*Property Owner(s) Signature(s)*

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 15th day of January 2019, by Alia Qasem who is personally known to me or has produced FL DL's as identification.

Signature of Notary

(SEAL)

SAVITRI GARCIA
Notary Public - State of Florida
Commission # FF 968265
My Comm. Expires Apr 1, 2020

***INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3737***

## TO BE COMPLETED BY STAFF

| Zoning | Future Land Use | Total Acres | Historic District | Historic Designation |
|---|---|---|---|---|
| | | | | Contributing Individual<br>Non-Contributing None |

Pre-Application Meeting Date_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

# ☐ WAIVER OF DISTANCE

***Submit one (1) original & seven (7) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.***

- ☐ As-built site drawing, to scale, including the building, front door, parking area, traffic ingress and egress, sidewalks, landscaping and exterior lighting
- ☑ Sketch of the building's interior layout including square footage of the following: kitchen, bar area, seating arrangement, and restrooms
- ☑ Complete, notarized

*Application Type:*

- ☐ 1 APS/2APS: Beer Only / Package Sales or On-Premises Consumption
- ☑ 1 COP/2COP: Beer and Wine/Package Sales or On-Premises Consumption
- ☐ 3 APS: Beer, Wine & Liquor/Package Sales Only
- ☐ 4 COP: Beer, Wine & Liquor/On-Premises Consumption

*Business Information:*

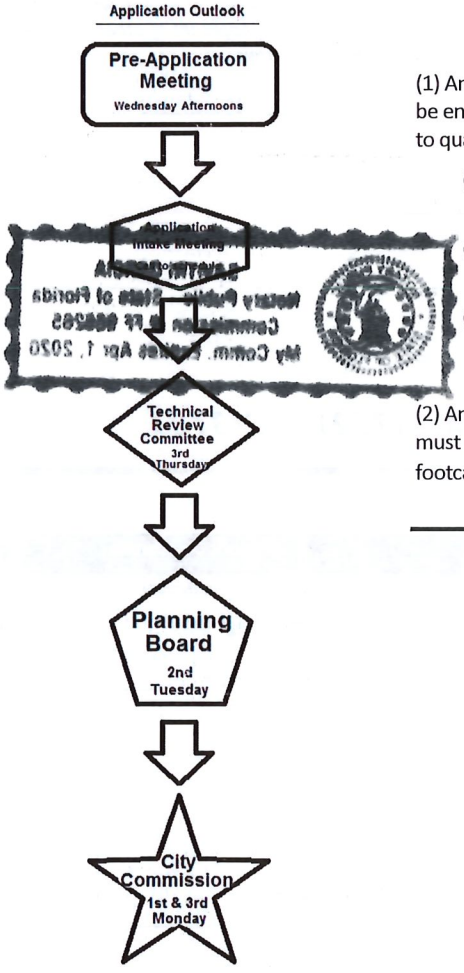
- ☒ New Business
- ☐ Transfer from:_____ Open since:_____
  *address* *year*

Building Size 1,200 sf Maximum Occupancy 50 Total Seating 28 Parking Spaces 18

Hours of Operation:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|
| 9 to 12 | 9 to 12 | 9 to 12 | 9 to 12 | 9 to 12 | 9 to 12 | 9 to 12 |

**Application Outlook**




**Minimum requirements for on-premises consumption.**

(1) An applicant holding a "Beer and Wine—Consume on Premises and Package Sales" license must be engaged in conducting a bona fide restaurant establishment, for which such waiver is sought, and to qualify as a bona fide restaurant the restaurant must:

(a) Have tables capable of seating not fewer than twenty (20) persons simultaneously, for the purpose of serving meals;

(b) Must dispense sales of beer and wine only to persons patronizing the establishment for the main purpose of ordering and consuming food;

(c) Have permanent kitchen facilities with a commercial stove, refrigerator and oven located within the premises in which meals are regularly prepared for service to patrons of the establishment.

(2) An applicant holding a "Beer, Wine and Liquor—Consume on Premises and Package Sales" license must demonstrate that any parking area provided for is illuminated by not less than three (3) footcandles per square foot of parking lot area.

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

## Property Identification

| | |
|---|---|
| Site Address: | 1721 Avenue D |
| Parcel ID: | 2409-601-0013-000-0 |
| Account #: | 21681 |
| Map ID: | 24/09N |
| Use Type: | 2100 |
| Zoning: | NEIGHBORHO |
| City/County: | Fort Pierce |

### Ownership

Alia Qasem
103 SW Essex DR
Port St Lucie, FL 34984

### Legal Description

COURTNEY TERRACE S/D LOT 13-LESSST- (OR 3833-1549)

### Current Values

| | |
|---|---|
| Just/Market Value: | $85,700 |
| Assessed Value: | $85,700 |
| Exemptions: | $0 |
| Taxable Value: | $85,700 |

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF



### Total Areas

| | |
|---|---|
| Finished/Under Air (SF): | 1,364 |
| Gross Sketched Area (SF): | 1,364 |
| Land Size (acres): | 0.16 |
| Land Size (SF): | 6,875 |

## Sale History

| | |
|---|---|
| Date: | Feb 3, 2016 |
| Book/Page: | 3833 / 1549 |
| Sale Code: | 0002 |
| Deed: | WD |
| Grantor: | Hillengas Joseph |
| Price: | $105,000 |
| Date: | May 20, 2010 |
| Book/Page: | 3204 / 2645 |
| Sale Code: | 0111 |
| Deed: | CT |
| Grantor: | Jerger Cathy M |
| Price: | $100 |
| Date: | Feb 1, 2007 |
| Book/Page: | 2759 / 0969 |
| Sale Code: | XX01 |
| Deed: | WD |
| Grantor: | Robinson Cathy M |

| | |
|---|---|
| Price: | $100 |
| Date: | Jun 28, 2005 |
| Book/Page: | 2389 / 0766 |
| Sale Code: | XX01 |
| Deed: | QC |
| Grantor: | Robinson Louise O |
| Price: | $100 |
| Date: | Nov 1, 1998 |
| Book/Page: | 1188 / 2572 |
| Sale Code: | XX01 |
| Deed: | WD |
| Grantor: | RNBF COMPANY |
| Price: | $15,000 |
| Date: | Jul 10, 1998 |
| Book/Page: | 1159 / 1403 |
| Sale Code: | XX01 |
| Deed: | WD |
| Grantor: | RIVERSIDE NATIONAL BANK OF FLA |
| Price: | $100 |
| Date: | Mar 30, 1995 |
| Book/Page: | 0950 / 1376 |
| Sale Code: | XX01 |
| Deed: | CT |
| Grantor: | George Porter |
| Price: | $100 |
| Date: | Aug 6, 1993 |
| Book/Page: | 0854 / 0042 |
| Sale Code: | XX01 |
| Deed: | WD |
| Grantor: | RIVERSIDE NATIONAL BANK OF |
| Price: | $27,700 |
| Date: | Apr 11, 1991 |
| Book/Page: | 0736 / 1968 |
| Sale Code: | XX01 |
| Deed: | DE |
| Grantor: | |
| Price: | $40,000 |

## Building Information (1 of 1)

Finished Area: 1,364 SF

Gross Sketched Area: 1,364 SF

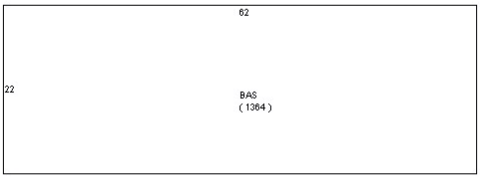
### Exterior Data

| | | |
|---|---|---|
| View: | Roof Cover: Metal | Roof Structure: Gable |
| Building Type: STRL | Year Built: 1977 | Frame: |
| Grade: Y_D- | Effective Year: 1977 | Primary Wall: CB Stucco |
| Story Height: 1 Story | No. Units: 1 | Secondary Wall: |

### Interior Data

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






## Special Features and Yard Items

| | |
|---|---|
| Type: | CHAINLINK 6' |
| Quantity: | 1 |
| Units: | 100 |
| Year Built: | 1960 |
| Type: | BARB WIRE |
| Quantity: | 1 |
| Units: | 100 |
| Year Built: | 1960 |
| Type: | ASP2 LOW |
| Quantity: | 1 |
| Units: | 2500 |
| Year Built: | 1960 |
| Type: | WOOD FEN 6' |
| Quantity: | 1 |
| Units: | 102 |
| Year Built: | 2016 |

## Current Year Values

Current Values Breakdown

| | |
|---|---|
| Building: | $78,800 |
| Land: | $6,900 |
| Just/Market: | $85,700 |
| Ag Credit: | $0 |
| Save Our Homes or 10% Cap: | $0 |
| Assessed: | $85,700 |
| Exemption(s): | $0 |
| Taxable: | $85,700 |

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

| Start Year | AssessCode | Units | Description | Amount |
|---|---|---|---|---|
| 2001 | 0041 | 3 | Fort Pierce Stormwater Charge | $162.00 |

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

## Historical Values

### Permits

| | |
|---|---|
| Number: | F99-0001011 |
| Issue Date: | Nov 19, 1999 |
| Description: | Alterations/Remodeling |
| Amount: | $2,800 |
| Fee: | $0 |
| Number: | F93-000789 |
| Issue Date: | Jul 16, 1993 |
| Description: | Fence |
| Amount: | $1,600 |
| Fee: | $1,600 |
| Number: | FE200758 |
| Issue Date: | Mar 26, 2007 |
| Description: | Wood Fence |
| Amount: | $1,000 |
| Fee: | $50 |
| Number: | TT200620 |
| Issue Date: | Mar 26, 2007 |
| Description: | Unknown |
| Amount: | $24,000 |
| Fee: | $300 |
| Number: | RF20052302 |
| Issue Date: | Jul 13, 2005 |
| Description: | Roof |
| Amount: | $2,450 |
| Fee: | $50 |
| Number: | BP11-2590 |
| Issue Date: | Oct 25, 2011 |
| Description: | Roof |
| Amount: | $5,750 |
| Fee: | $80 |
| Number: | BP15-0381 |
| Issue Date: | Mar 5, 2015 |
| Description: | Plumbing |
| Amount: | $500 |
| Fee: | $165 |
| Number: | BP15-0831 |
| Issue Date: | Apr 9, 2015 |
| Description: | Electric |
| Amount: | $500 |
| Fee: | $155 |
| Number: | BP16-1199 |
| Issue Date: | Apr 28, 2016 |
| Description: | Fence |
| Amount: | $1,700 |

| | |
|---|---|
| Fee: | $0 |
| Number: | BP16-0936 |
| Issue Date: | Apr 7, 2016 |
| Description: | Plumbing |
| Amount: | $600 |
| Fee: | $0 |

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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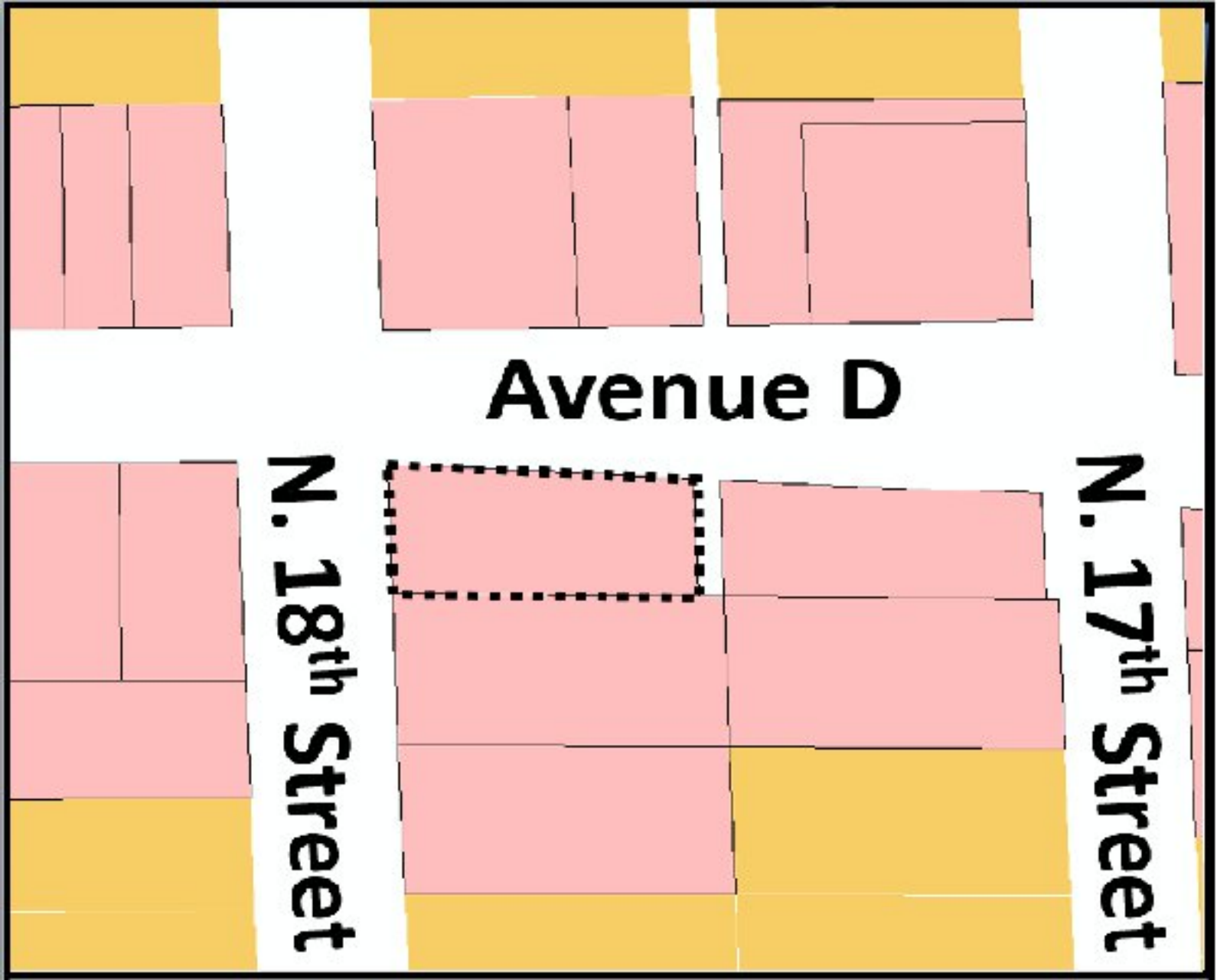
N
W E
S

**Waiver of Distance**
**The Truth Restaurant**
**1721 Avenue D**

**Aerial Map**

THE SUNRISE CITY
FORT PIERCE
Florida




N

W E

S

**Waiver of Distance**
**The Truth Restaurant**
**1721 Avenue D**

THE SUNRISE CITY FORT PIERCE Florida

R-4 = C-2 =

**Zoning Map**

**The Truth Caribbean Restaurant LLC**
**1721 Ave D**
**Fort Pierce FL 34950**

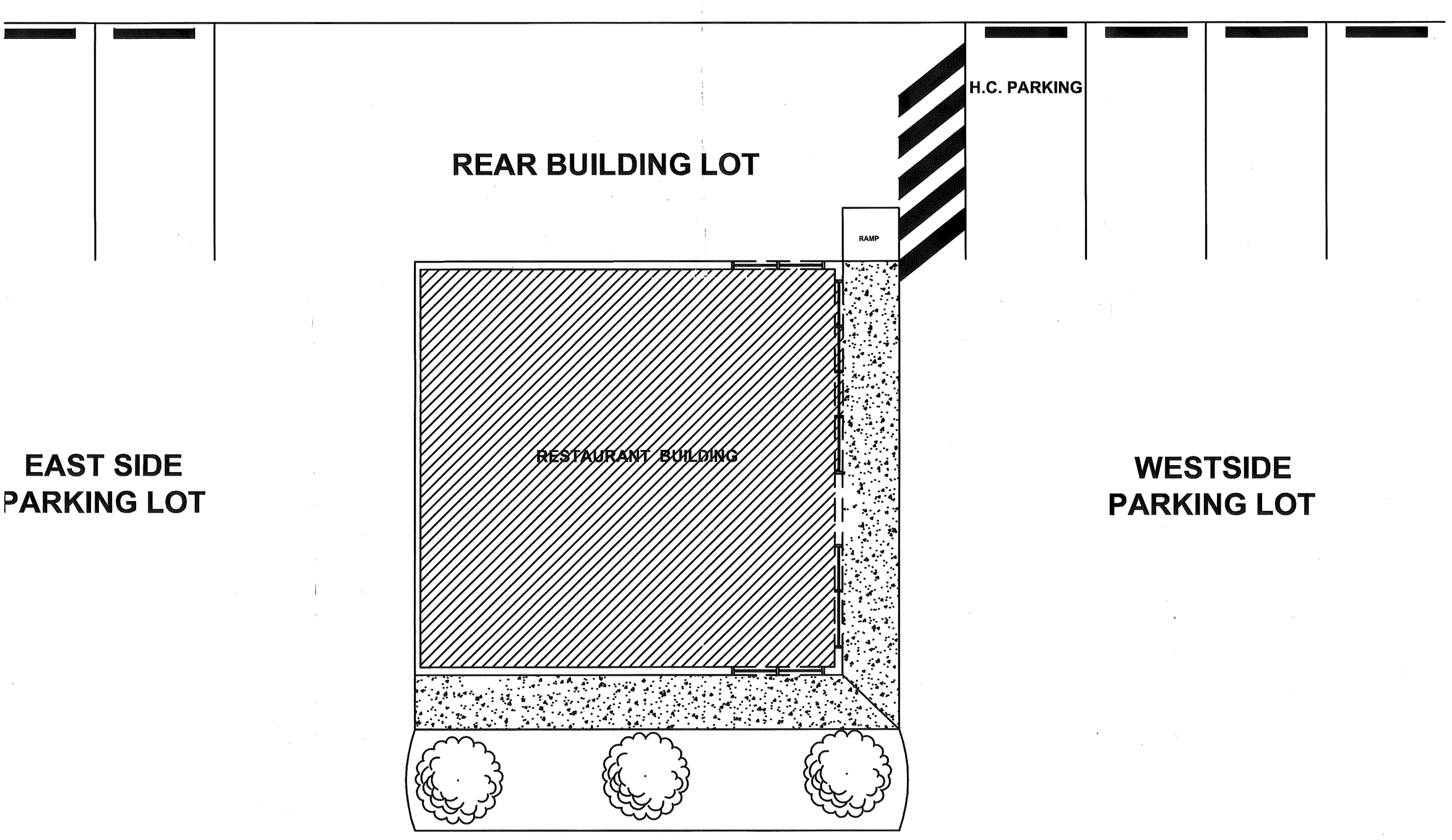
To Whom It May Concern,

I Vincent Barnett am the owner of "The Truth Caribbean Restaurant" and am applying to add beer and wine for sit down customers to enjoy dinning at my establishment. I offer Caribbean style food delicacies and my customers would love to enjoy beer and wine while treating themselves to a delicious meal. Here at The Truth Caribbean Restaurant we have 12 parking spaces available for customers. I appreciate all help with getting this request approved as it is a major addition in growing my business to being one of the best well know Caribbean style restaurants around the area. Please contact me if you have any questions or concerns at 561-856-3823. I look forward to hearing from you.

Thank You

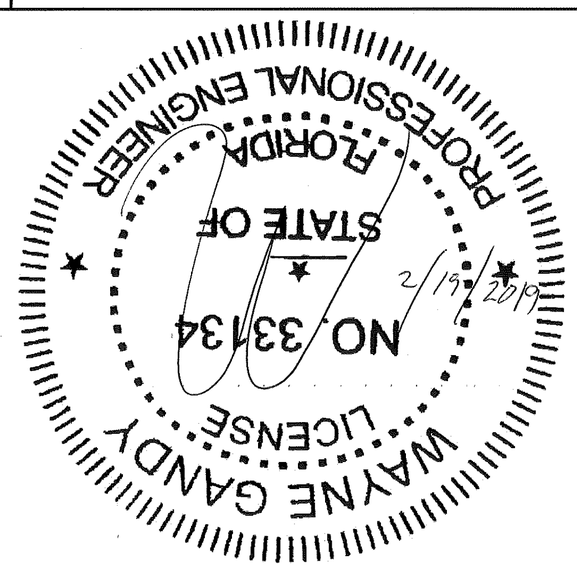
x Vincent Barnett

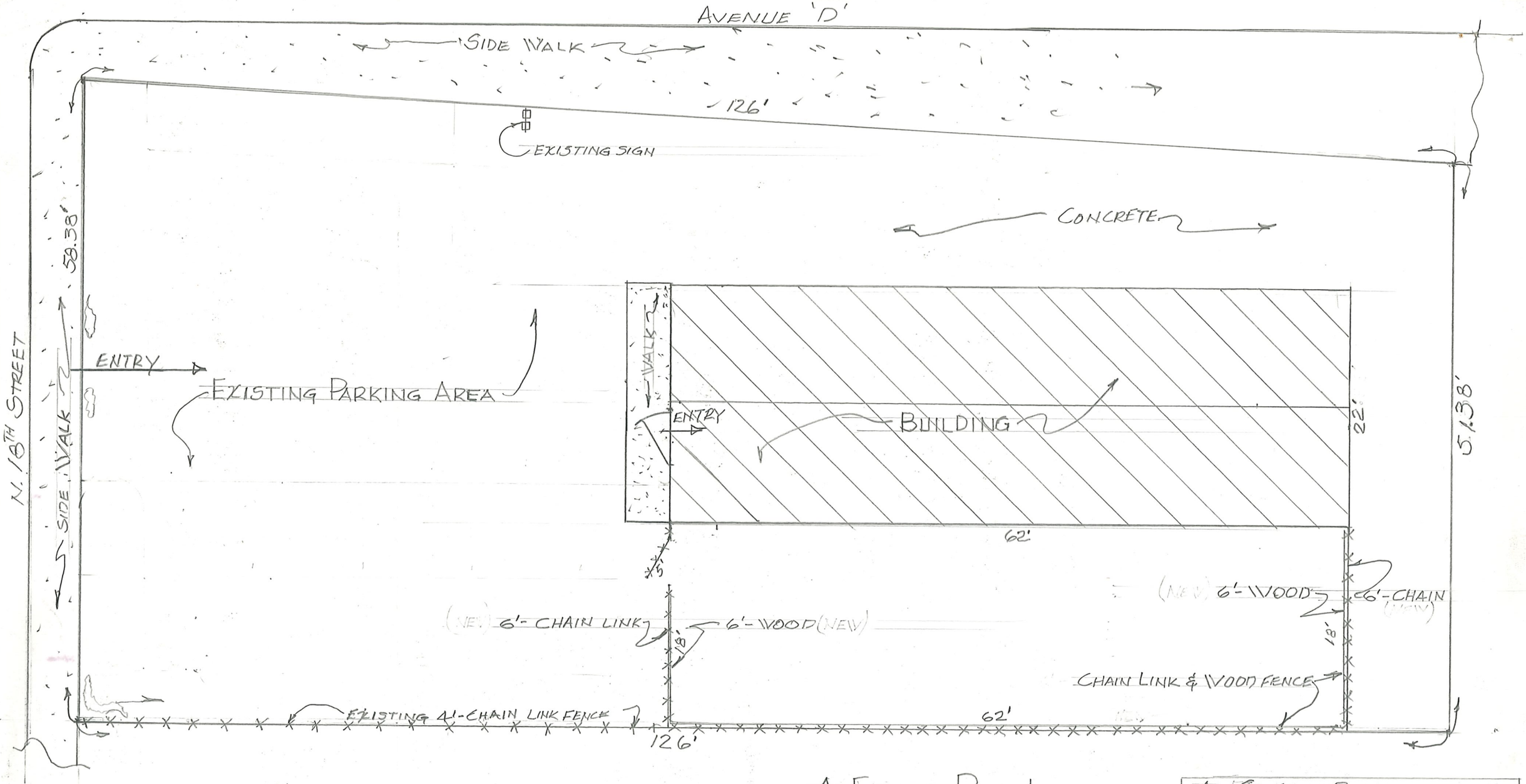
Vincent Barnett
Owner




# 1721 AVENUE D FORT PIERCE, FL.

| | |
|---|---|
| DRAWN BY | James Taylor |
| CHECK BY | Wayne Gandy |



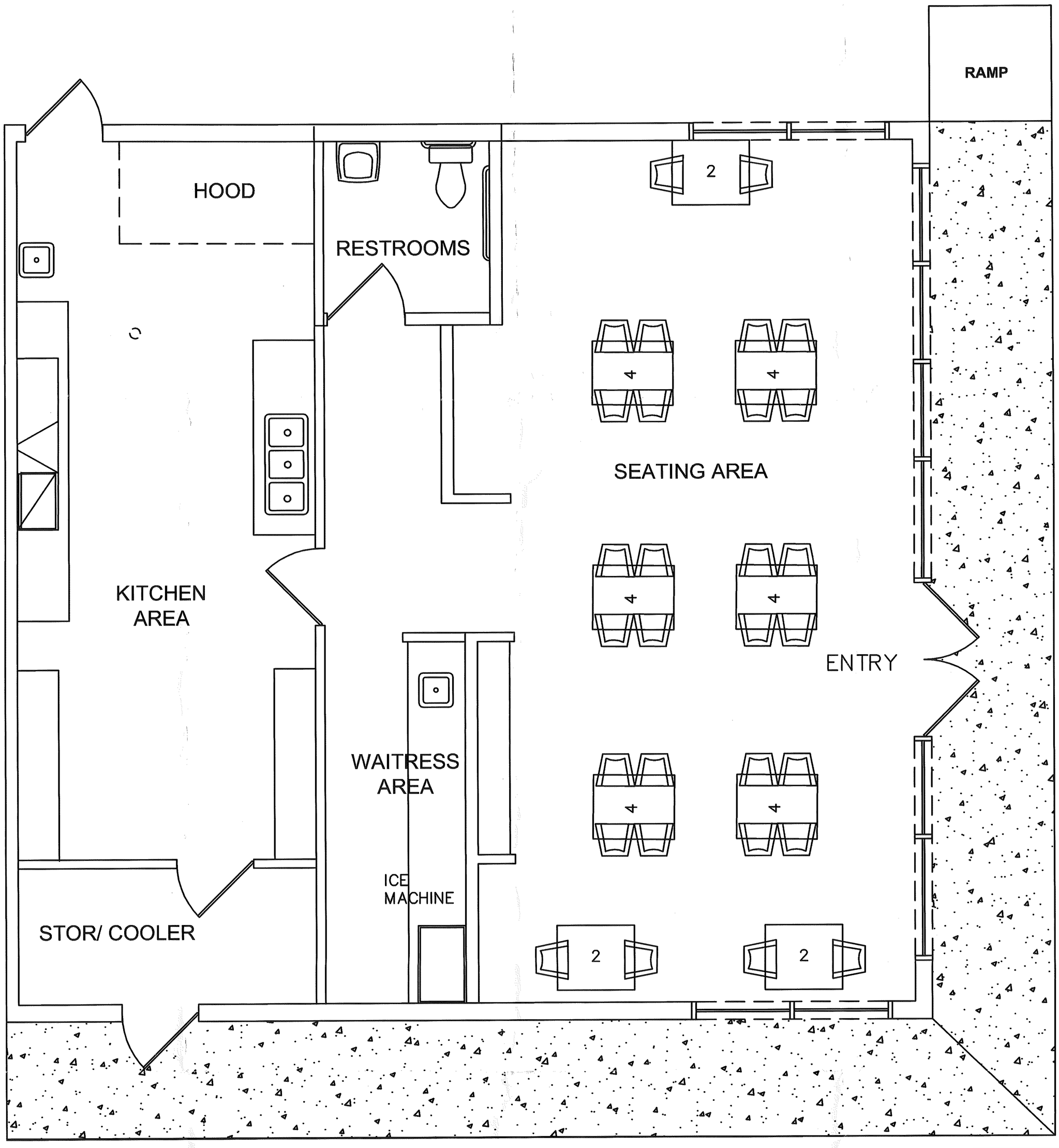



## A FENCE PLAN.

SCALE: 1" = 10'-0"

A SITE PLAN FOR
ALIA QASEM AT
1721 AVENUE 'D', FORT PIERCE, FL

| DATE: | DRAWN BY | SHEET: |
|---|---|---|
| 2-22-19 | BENNETT, L. | 1 OF 1 |




# 1721 AVENUE D
# GEORGE AND ASSOCIATES
# FORT PIERCE, FL.

| | |
|---|---|
| DRAWN BY | James Taylor |
| CHECK BY | Waynie Gandy |

PROFESSIONAL ENGINEER
STATE OF FLORIDA
WAYNE GANDY
LICENSE
NO. 33134
2/19/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Vincent Barnett
2000 N. 6oth Street
Fort Pierce, FL. 34942

**Re: Waiver of Distance – The Truth Restaurant – 1721 Avenue D**

Dear Mr. Barnett,

The following are comments from the Planning Department's review of the application for a Waiver of Distance application in the C-2, Neighborhood Commercial Zone (Please Provide a Written Response and any revisions to all responsible Departments by March 29th to be placed on the April 9th Planning Board Agenda):

**1) Due to previous code violations at this subject property; staff warns that bottle clubs are not allowed within the City of Fort Pierce.**

**2) Please re-submit one detailed Site Plan with the dimensions of parking spaces, handicap parking, landscaping locations, and the lot line boundary of the subject property.**

**3) Per City Code Section 22-60 Off-Street Parking and Loading; (c) Design standards. (1) Off-street parking space size. Each off-street parking space shall be at least nine and one-half (9½) feet wide (except required spaces for the handicapped shall be at least twelve (12) feet wide and nineteen (19) feet deep and have a minimum vertical clearance of at least nine (9) feet).**

**4) Per City Code Section 22-60 Off-Street Parking and Loading; (j) Lighting. d. For a use involving on premises consumption of alcoholic beverages, as provided in Section 3-7, a minimum of three (3) footcandles. (Please provide a Photometrics/Lighting Plan).**

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@city-ftpierce.com.

Sincerely,

Vennis Gilmore
Planning Analyst

Project: #19-08000001 The Truth Restaurant – Waiver of Distance – 1721 Avenue D SB Comments
SANDERS, MARVIN E.
to:
Vennis Gilmore
03/08/2019 01:53 PM
Cc:
"Alicia Rosenthal"
Hide Details
From: "SANDERS, MARVIN E." <marvin.sanders@stlucieschools.org>
To: "Vennis Gilmore" <vgilmore@city-ftpierce.com>
Cc: "Alicia Rosenthal" <arosenthal@City-FtPierce.Com>

The St. Lucie County School District has reviewed the above reference project and have we do not have any comments or concerns.

Please feel free to contact me if you have any questions.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County
Temporary office
582 NW University Blvd., Ste 500
Port St. Lucie, FL 34986

cell 772.216.5755

RECEIVED
MAR 08 2019
CITY OF FORT PIERCE
PLANNING & ZONING

OUR CHILDREN
OUR TEACHERS
OUR SAFETY
OUR FUTURE
St. Lucie PUBLIC SCHOOLS

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

# Technical Review Committee meeting

## March 21, 2019

RECEIVED
MAR 13 2019
CITY OF FORT PIERCE
PLANNING & ZONING

TECHNICAL REVIEW PROJECT # 19-08000001

The Truth Restaurant – Waiver of Distance – 1721 Ave. D

**Comments**

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: Approved - Please note: FPUA can provide rental lighting should the customer have to add site lighting to meet code. We do not complete photometric studies, but will work with their engineer should they pursue FPUA lighting.

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
MAR 13 2019
CITY OF FORT PIERCE
PLANNING & ZONING

**TO** : **Vennis Gilmore, Planning Analyst**

**FROM** : **Peggy Arraiz, Code Compliance Manager**

**SUBJECT** : **TRC # 19-08000001 – 1721 Ave D – Waiver of Distance**

**DATE** : **March 12, 2019**

Code Enforcement has the following comments:

In the Fall of 2015, Code Enforcement received multiple complaints from the Fort Pierce Police Department due to The Spot Jamaican Restaurant operating as a night club and a bottle club as they did not have a license to sell alcohol. The primary parties associated with this business were Alia Qasem and Vincent Barnett, who are the applicants for the waiver of distance. A code enforcement action was initiated on 9/11/2015 with a hearing held before the Special Magistrate.

At the hearing, testimony was given that their business, which was for a café without alcohol, remained open until 3:00 AM or 4:00 AM and that they provided music to dance to while waiting for their food. However, the music was loud enough to generate complaints from neighbors. In addition to the multiple calls for serve due to the music, the FPPD responded to a complaint of a large crowd at this location at 2:30 AM. They observed a cooler with beer and wine coolers and alcohol bottles with mixers on the bar...they did not observe any food being served. On another occasion Mr. Swoope, who managed the after hour operations, was shot.

The Special Magistrate ultimately found the The Spot Jamaican Restaurant and Vincent Barnett guilty of the following:

- Allowed alcohol to consumed on the premises without a BTR or license from the state.
- The manner in which the business was operated represented a bottle club, which is prohibited within the City.
- Such activities cause a disturbance with a representative of the owner to be injured in a shooting

The owners of the property and business willingly and blatantly disregarded rules related to serving alcohol when they did not have a license and that leads to the supposition that the same type of behavior will continue if they have a license. Based on this and the safety of the community due to the applicant's previous disregard for the neighbors by playing loud and disruptive music and the other nuisance conditions evidenced by the large crowds, late night operations and ultimately a shooting, Code Enforcement recommends denial of the request for waiver.

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

# Technical Review Committee meeting

## March 21st, 2019

Case # 19-08000001

Waiver of distance

The Truth Restaurant, 1721 Avenue D, Ft. Pierce

**Comments:**

It is the police department's recommendation to deny this request for a waiver for distance. The reason is due to a past history of violations with regards to the operation of a bottle club at this location.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

RECEIVED
MAR 20 2019
CITY OF FORT PIERCE
PLANNING & ZONING

**TO : Vennis Gilmore, Planning Analyst**

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

**RE : 1721 Avenue D – The Truth Restaurant**
**Waiver of Distance - TRC No. 19-08000001**

**DATE : March 19, 2019**

This is to advise you that we have completed the review of the following documents as received by this office on March 8, 2019:

- [x] Waiver of Distance Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [ ] Approval of Site Plan
- [x] Approval of Waiver of Distance
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for conditions of approval

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\Addresses\1721 Avenue D\Waiver of Distance\Submittal No. 1 - 030819\Waiver of Distance Approval Memo - 031919.docx

# D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

**Planning Board Minutes**

**OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, APRIL 9, 2019, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

Present: **Michael Broderick**; **Gloria Johnson-Scott**; **Tim O'Connell**; **Brian Paul**; **Jovona Parker**; **Bob Burdge**; **Frank Creyaufmiller**, **Chairman**

Staff Present: **Peter Sweeney**, **City Attorney**
**Linda Cox**, **City Clerk**
**Rebeca Guerra**, **Interim Planning Director**
**Maria Lewicka**, **Historic Preservation Planner**
**Brandon Creagan**, **Planner**
**Vennis Gilmore**, **Planning Analyst**

Attendees: **Marty Sanders, Ex-officio**

**4. CONSIDERATION OF ABSENCES**

All members were in attendance.

**5. APPROVAL OF MINUTES**

a. Minutes from the February 12, 2019 meeting

**Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to approve the minutes from the February 12, 2019 meeting.**

AYE: **Tim O'Connell**, **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

## 6. NEW BUSINESS

### a. Conditional Use - Malizia Dwelling Rental - 1180 Carlton Court 204A (Apt. D)

Mr. Gilmore gave an overview of the application and answered questions from the Board on the sidewalk payment in lieu of and background checks.

Michael McLeod, Resident, asked about the Hollander legal case and its applicability.

David Malizia, Applicant, answered questions from the Board on the homeowner association rental policy.

**Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to forward a recommendation to approve the request with the following conditions:**
**1) The maximum occupancy ensures compliance with City Code Section 8.5-43.**
**-Required space in dwelling units, based upon the size of each unit;**
**2) Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**
**3) Issuance of guide booklets(available from Code Enforcement)for renters regarding local rules and public service resources to minimize conflicts;and**
**4) The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty(30) days of Conditional Use approval.**
**5) Limit no more than 2 vehicles.**
**6) Include the City of Fort Pierce Business Tax License number on all advertising.**
**7) Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages shall be required to be provided by the property owner or permit applicant when one of the following events occur: (4) Plans submitted for site plan, conditional use, PUD/PUR, and subdivision review. Please install a sidewalk along Alhambra Street connecting to the Carlton Court existing sidewalk.**

AYE: **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Michael Broderick**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

### b. Conditional Use - Patti's Hair Lounge - 808 Delaware Avenue

Ms. Lewicka gave an overview of the application and answered a question on parking.

Mike Menard, applicant, provided history on the building.

**Motion was made by Jovona Parker, and seconded by Gloria Johnson-Scott to forward a recommendation to approve the request.**

AYE: **Jovona Parker**, **Michael Broderick**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Brian Paul**, **Bob Burdge**, **Chairman Frank Creyaufmiller**

Passed

### c. Conditional Use - Crownman Bed & Breakfast - 515 S. Indian River Drive

Mr. Creagan gave an overview of the application and answered questions from the Board on the process the project has been through, the number of bedrooms, and the reason for condition #6.

Ms. Guerra and Mr. Sanders explained to the Board that at the time of building permit the fire protection designer will coordinate with Fort Pierce Utilities Authority regarding the fire main.

David Cleveland, applicant representative, explained the larger fire main is not required for the fire suppression system for the existing building. Mr. Cleveland stated they do not want the requirement of having the property manager live on site. Mr. Cleveland asked the Board to strike condition #6 and amend condition #5 because 14 days is not enough time to get the state licenses.

Ms. Cox stated within 30 days of getting a state DBPR license, the applicant should obtain a local business tax license.

Mr. Sanders suggested the Board look at an appropriate response time to resolve complaints.

Dr. Ronald Lyman, resident, opposed the application.

**Motion was made by Michael Broderick, and seconded by Jovona Parker to forward a recommendation to the City Commission for approval with the following conditions:**
**1) A Lighting Plan or Photometric survey that demonstrates compliance with City Code 22-60 (j)(1)(a)will be required at time of Building Permit**
**2) A Landscape Plan that demonstrates compliance with City Code 22-187, General Landscaping Requirements will be required at the time of Building Permit.**
**3) Registration of the property manager(s) accessible at all times, to resolve complaints or violations of City Code; the property manager shall reside in the boundaries of St. Lucie County.**
**4) Provide a guide booklets for renters regarding local rules and public service resources to minimize conflicts, these are available from the Code Enforcement Department of the City.**
**5)The applicant files for and obtains a City of Fort Pierce, County, and State Business Tax Licenses within thirty (30) days of Conditional Use approval.**

AYE: **Michael Broderick**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Chairman Frank Creyaufmiller**

Passed

d. **Waiver of Distance - The Truth Restaurant - 1721 Avenue D**

Mr. Gilmore gave an overview of the application and answered questions from the Board on the code enforcement infractions.

Ms. Johnson Scott expressed her concern with the location's proximity to other churches and the operating times.

Mr. Broderick expressed concerns with the Technical Review Committee denial from the Code Enforcement and Police Department.

Vincent Barnett, applicant, provided information on the restaurant incident that took place four years ago and Mr. Barnett answered questions from the Board on serving alcohol and code violations at the restaurant.

Ms. Guerra stated there was a code enforcement action that was brought before the magistrate and the magistrate shut the business down due to the severity of the violations.

Leon Hall, resident, spoke in favor of the application and stated all code violations have been taken care of.

Michael McLeod, resident, spoke in favor of the application.

Chairman Creyaufmiller stated he is in a bit of a quandry if a motion was made to approve the application, due to the violations being several years old, possibly the violations were made by someone other than the owner of the restaurant and there are multiple churches near the restaurant's location.

Ms. Parker commented that the sell of beer and wine would not lead to a change, and they have been operating the last 6 months with no violations or complaints from the surrounding churches.

Mr. Sweeney stated if the Planning Board recommends disapproval of the application, a 4/5 majority vote would be needed by the City Commission to approve the Waiver of Distance.

Mr. Broderick asked that the City Commission receive further information to make an informed decision.

Mr. Burdge asked if the city has a mechanism to close the business, if the business becomes a nuisance.

Mr. Sweeney explained there are enforcement provisions that would allow it to move through the special magistrate and there could be a number of outcomes.

Mr. Sanders stated when you undertake a waiver of a code requirement you usually need a plan stating how you plan to operate and why you need the provision waived.

Mr. Broderick asked that Code Enforcement and Police Department be represented at the City Commission meeting.

**Motion was made by Michael Broderick, and seconded by Brian Paul to table the application subject to the City Attorney's office and the Planning department getting the information to the Planning Board, so they can make an informed recommendation to the City Commission.**

AYE: **Tim O'Connell**, **Brian Paul**, **Michael Broderick**
NAY: **Gloria Johnson-Scott**, **Jovona Parker**, **Bob Burdge**, **Chairman Frank Creyaufmiller**
Failed

**Motion was made by Bob Burdge, and seconded by Jovona Parker to recommend approval for the Waiver of Distance.**

AYE: **Tim O'Connell**, **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Michael Broderick**
NAY: **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**
Passed

e. **Text Amendment - Chapter 22 - Board of Adjustment**

Ms. Guerra gave an overview of the Board of Adjustment text amendment and answered questions from the Board regarding the removal of authority of the Historic Preservation Board.

Mr. Broderick stated he is not confident that the City Commission is aware of what they are bringing on to themselves by making the Historic Preservation Board an advisory Board. He said the Board grinds through an extensive amount of minutia and this process is left best to a Board that is highly organized and has a tremendous amount of experience. Mr. Broderick

stated he would prefer this item not move forward because this process is the reverse of expediting the approval, construction and development processes in the city.

Chairman Creyaufmiller expressed his concerns with the additional workload the City Coommission is going to see.

Mr. Broderick asked for more information on what the Board of Adjustment does.

Cathy Wassylenko, resident, stated she is not sure if the City Commission will be effective in making the Historic Preservation decisions. Ms. Wassylenko said the city needs to have people on the Board who are knowledgeable in architecture, and she would like to see an advisory Historic Board with more knowledgeable information so that the decisions being made will preserve the historic character of Fort Pierce.

Holly Theuns, Historic Preservation Board member, stated that maintaining the history of Fort Pierce is an important job that should not be placed on the Commissioners and the Board should remain the same.

Mike McLeod, resident, stated if the city is going to take Historic Preservation seriously, the city needs to define what standard they want the Board to go after and maintain. Mr. McLeod said the standards are too loose and there is not enough guidance for the Board to make quality decisions that leads to consistent outcomes.

Holly Beckwith, resident, is against getting rid of the Historic Preservation Board. She stated if the Historic Board does not have any teeth, then anything can be done with the historic homes.

Mr. Burdge said by making the Historic Preservation Board an advisory Board, the public will have more opportunity to state their case because the City Commission will make the final decision.

Chairman Creyaufmiller stated he does not know enough about the Board of Adjustment and he does not feel comfortable abolishing the Board.

Mr. Broderick asked if it is possible to have an in depth discussion of the case load of the Board of Adjustment, what type of appeals they have been confronted with and what their mission statement is at the next Planning Board meeting.

**Motion was made by Bob Burdge, and seconded by Gloria Johnson-Scott to approve the recommendation of changes.**

AYE: **Brian Paul**, **Jovona Parker**, **Bob Burdge**

NAY: **Tim O'Connell**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Failed

**Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to defer the text amendment vote until the next Planning Board meeting with new and in depth information.**

AYE: **Tim O'Connell**, **Jovona Parker**, **Michael Broderick**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

NAY: **Brian Paul**, **Bob Burdge**

Passed

f. **Text Amendment - Chapter 22 - Major and Minor Site Plans**

Chairman Creyaufmiller stated this item was presented to the Planning Board at the last meeting on February 12, 2019, and it was passed to the City Commission with a denial. The Commission visited this item and sent it back to the Planning Board.

Ms. Guerra explained the City Commission sent the proposed text amendment back to the Planning Board for reexamination.

Mr. Burdge stated it is necessary for the public to be heard on site plan and multi-family applications. He said he would prefer not to allow one individual within the city to control what currently the Planning Board and City Commission has an opinion on to modify, change, deny or approve.

Mr. Broderick expressed that resident participation is a critical part of the process and if we increase the threshold to 50,000 square feet, in essence 92% of site plans that come in for approval would be eliminated. Mr. Broderick believes a balance can be struck between being a business friendly community and complete public participation, without changing the thresholds, but adopting the policies and procedures that are being recommended. Mr. Broderick suggested hiring a plan navigator to steward the applicant through the process.

Chairman Creyaufmiller said he thinks the City Commission and Planning Board was hung up over the thresholds and not the processes and procedures, and he does not want to take away the citizens voice from those projects.

Mr. Sanders stated the Chamber of Commerce is looking for a black and white code requirement for site plans that don't need a public hearing. Mr Sanders said if you have an applicant that meets the clearly defined site plan criteria, the Board is going to have to approve it, even if you have a room full of people that are against it.

Ms. Parker stated she agrees with the variations remaining the same, and she also has an issue with not letting the public speak.

Ms. Johnson Scott stated she does not feel the public should be taken out of the process and that they need to be heard.

Walter Beckwith, resident, appreciates when the public is allowed to speak because it provides transparency and allows the public to keep an eye of what is going on in the city.

Charlene Adair, resident, stated the Board has made some important changes to projects through their input, and she does not want to lose the Planning Board, City Commission or the community's input on 92% of the projects that were looked at. Ms. Adair, supports leaving the thresholds as they are but improving the process.

**Motion was made by Bob Burdge**, **and seconded by Michael Broderick for the Board to reconsider the text amendment.**

AYE: **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Michael Broderick**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

**Motion was made by Michael Broderick**, **and seconded by Bob Burdge to recommend approval of the proposed text amendment with changes, maintaining the thresholds as they currently exist and the remainder of the text remaining unchanged.**

AYE: **Brian Paul**, **Jovona Parker**, **Bob Burdge**, **Michael Broderick**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

## 7. BOARD COMMENTS

Chairman Creyaufmiller asked staff if the Board could receive future text amendments at least two weeks in advance. Chairman Creyaufmiller asked staff to educate Board members at Planning Board meetings when there are no applications.

Ms. Guerra stated the Board can have a discussion about a proposed text amendment before it is brought back for the public hearing. Ms Guerra said she would like to streamline processes and hear from the Board on how things can be made better.

Chairman Creyaufmiller asked how the short term rental project on Mimosa came to the Planning Board as a recommendation of denial from staff and it was sent to the City Commission with a recommendation of approval from staff. Chairman Creyaufmiller stated that the Board relies on the professional opinion of staff and the recommendations help guide them.

Ms. Guerra stated staff was educated as to what the state statutory stipulations were for short term rentals and staff re-examinded its recommendation and basis for recommendation.

Mr. Broderick asked that if a recommendation is going to be changed before going to City Commission, could it come back to the Planning Board?

Mr. Sweeney said he does not know if this can happen because there is a certain time frame that it has to move to City Commission.

Chairman Creyaufmiller mentioned the Board Appreciation Breakfast invitations were sent out.

Mr. Sanders stated the ballots have been mailed out for the school district special referendum to fund teacher's salaries, safety and security and special mental health programs.

## 8. ADJOURNMENT

# INCIDENT/INVESTIGATION REPORT

| | |
|---|---|
| Agency Name | *Fort Pierce Police Department* |
| ORI | *FL 0560100* |
| Case# | *190200044* |
| Date / Time Reported | *02/02/2019 15:17 Sat* |
| Last Known Secure | *02/02/2019 15:17 Sat* |
| At Found | *02/02/2019 15:17 Sat* |

**INCIDENT DATA**

| Location of Incident | Premise Type | Zone/Tract |
|---|---|---|
| *1721 Avenue D, Fort Pierce FL 34950-* | *Restaurant* | F120 |

| | Crime Incident(s) | | Weapon / Tools | Activity | Entry | Exit | Security |
|---|---|---|---|---|---|---|---|
| #1 | *Suspicious Incident* *ZOE* | (Com) | *KNIFE/CUTTING INSTRUMENT* | | | | |
| #2 | Crime Incident | ( ) | Weapon / Tools | Activity | Entry | Exit | Security |
| #3 | Crime Incident | ( ) | Weapon / Tools | Activity | Entry | Exit | Security |

MO: *Theft Object/Food / Beverage / Liquor*

**VICTIM**

# of Victims *1* | Type: INDIVIDUAL/ NOT LAW | Injury: None | Domestic: N

| | Vi rst, Middle) | Victim of Crime # | DOB | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| **V1** | | *1,* | Age *63* | *U* | *M* | *UK* | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

| VYR | Make | Model | Style | Color | Lic/Lis | VIN |
|---|---|---|---|---|---|---|
| | | | | | | |

**OTHERS INVOLVED**

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: INDIVIDUAL/ NOT LAW ENFORCEMENT | Injury:

| Code | N | Victim of Crime # | DOB | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| *RP* | | | Age *63* | *B* | *M* | | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

Type: | Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| | | | Age | | | | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

**PROPERTY**

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
("OJ" = Recovered for Other Jurisdiction)

| VI # | Code | Status Frm/To | Value | OJ | QTY | Property Description | Make/Model | Serial Number |
|---|---|---|---|---|---|---|---|---|
| | *23W* | *FOUN* | *$0.00* | | *1* | *KNIFE - HUNTING AND FIELD* | | |
| | *13CS* | *EVID* | *$0.00* | | *1* | *DOCUMENTS* | | |
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Officer/ID# *Berger, Peter (DIS1, NS) (8709)*

Invest ID# *Berger, Peter (DIS1, NS) (8709)* | Supervisor *Cuti, David N (DIS1, NS) (7024)*

Status | Complainant Signature | Case Status *Active / Pending* *02/02/2019* | Case Disposition:



, OPS | Sys#: 429650 | 04/17/2019 09:24:48

# INCIDENT/INVESTIGATION REPORT



*Fort Pierce Police Department*

Case# *19-02-00044*

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

| | UCR | Status | Quantity | Type Measure | Suspected Type | Up to 3 types of activity |
|---|---|---|---|---|---|---|
| | | | | | | |
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| D | | | | | | |
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Assisting Officers

*CUTI, D.N. (7024), MATHURA, D. (8688), VELEZ, C. (8780), LAWRENCE, K. (8788), DAVIS, C. (8844), WARNER, T. (4928), AGUILA, H. (4941)*

Suspect Hate / Bias Motivated: *None*

## INCIDENT/INVESTIGATION REPORT



N A R R A T I V E

Suspicious incident.

# Incident Report Suspect List

*Fort Pierce Police Department*

OCA: *19-02-00044*

**1**

| Name (Last, First, Middle) | Also Known As | H |
|---|---|---|
| | | *FORT PIERCE, FL 34950* |

Business Address

| DOB. | Age | Race | Sex | Eth | Hgt | Wgt | Hair | Eye | Skin | Driver's License / State. |
|---|---|---|---|---|---|---|---|---|---|---|
| | *49* | *W* | *M* | *N* | *600* | *220* | *BLN* | *BRO* | *LGT* | |

Scars, Marks, Tattoos, or other distinguishing features

| *Reported Suspect Detail* | Suspect Age | Race | Sex | Eth | Height | Weight | SSN |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

| Weapon, Type | Feature | Make | Model | Color | Caliber | Dir of Travel<br>Mode of Travel |
|---|---|---|---|---|---|---|
| | | | | | | |

| VehYr/Make/Model | Drs | Style | Color | Lic/St | VIN |
|---|---|---|---|---|---|
| | | | | | |

Notes

Physical Char

# Incident Report Related Property List

*Fort Pierce Police Department*

OCA: *19-02-00044*

**1**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| KNIFE - HUNTING AND FIELD | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 1.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Found | 02/02/2019 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

Knife in sheath that fell out off subject during fleeing after not paying for his meal.

**2**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| DOCUMENTS | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 1.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Evidence | 02/02/2019 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

One sworn statement.

On 02/02/19, at 1517 hours, I was dispatched to True Food Restaurant located at 1721 Ave D in reference to a disturbance. Dispatch advised a customer was refusing to pay for there food and is attempting to leave but the owner is preventing him from leaving.

Upon arrival Officer Lawrence advised the suspect was a white male wearing a white shirt and white shorts with a thin build last seen heading westbound.

Upon my arrival contact was made with Vincent Barnett, the owner of True Food. Mr. Barnett explained a unknown white male customer ordered food then after eating advised he wasn`t going to pay for the food and attempted to leave. Mr. Barnett said he then called 911 and prevented the male from leaving by blocking the door with his body. Mr. Barnett said the male then took a knife out and threatened for Mr. Barnett to let him leave. After the male forced his way through Mr. Barnett, the knife was dropped on the ground.

A large knife was located at the entrance of the True Food, still in the leather sheath.

I then spoke to two customers, a male and a female that witnessed the incident. Both refused to provide there names but there statements where captured on BWC. The male advised he heard the male state "I aint paying for shit". The owner then prevented the male from leaving the restaurant during which the white male forced his way through dropping his knife in the sheath before making his way out the door. The witness advised the knife was never used in a threatening manor and pointed out that the knife is still in its sheath.

The female witness advised the white male said he was not going to pay for his food and then headed for the door to leave the restaurant. The owner then prevented the male from leaving during which a knife the male had on his person fell to the ground. The witness advised the male never threatened the owner with the knife.

The white male was unable to be located after canvassing the area, at this time there is insufficient evidence to support a crime was committed. The knife was collected and submitted into evidence as found property. Sworn statement from Mr. Barnett was submitted into evidence, BWC footage is available.

# INCIDENT/INVESTIGATION REPORT

| | |
|---|---|
| Agency Name | *Fort Pierce Police Department* |
| ORI | *FL 0560100* |
| Case# | *150800257* |
| Date / Time Reported | *08/10/2015 13:32 Mon* |
| Last Known Secure | *08/09/2015 17:00 Sun* |
| At Found | *08/10/2015 12:00 Mon* |

**INCIDENT DATA**

| Location of Incident | Premise Type | Zone/Tract |
|---|---|---|
| *1721 Avenue D, Fort Pierce FL 34950-* | *Restaurant* | |

| | Crime Incident(s) | Weapon / Tools | Activity | Entry | Exit | Security |
|---|---|---|---|---|---|---|
| #1 | *Theft From Structure With Legal Access / Public Building - THF* (Com) | *NOT APPLICABLE* | | | | |
| #2 | Crime Incident ( ) | | | | | |
| #3 | Crime Incident ( ) | | | | | |

MO

**VICTIM**

# of Victims *1* | Type: INDIVIDUAL/ NOT LAW | Injury: None | Domestic: N

| | Vi rst, Middle) | Victim of Crime # | DOB | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| **V1** | | *1,* | Age *59* | *U* | *M* | *UK* | | |

| Home Address | Home Phone |
|---|---|
| | |

| Employer Name/Address | Business Phone | Mobile Phone |
|---|---|---|
| | | |

| VYR | Make | Model | Style | Color | Lic/Lis | VIN |
|---|---|---|---|---|---|---|
| | | | | | | |

**OTHERS INVOLVED**

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

| Home Address | Home Phone |
|---|---|
| | |

| Employer Name/Address | Business Phone | Mobile Phone |
|---|---|---|
| | | |

Type: Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

| Home Address | Home Phone |
|---|---|
| | |

| Employer Name/Address | Business Phone | Mobile Phone |
|---|---|---|
| | | |

**PROPERTY**

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
("OJ" = Recovered for Other Jurisdiction)

| VI # | Code | Status Frm/To | Value | OJ | QTY | Property Description | Make/Model | Serial Number |
|---|---|---|---|---|---|---|---|---|
| *1* | *09MI* | *S* | *$1.00* | | *1* | *STATE BUSINESS LICENSE* | | |
| *1* | *09MI* | *S* | *$1.00* | | *1* | *OCCUPATIONAL LICENSE* | | |
| *1* | *09MI* | *S* | *$1.00* | | *1* | *STATE TAX ID* | | |
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Officer/ID# *Guadagno, Christopher (DIS1, NS) (4925)* Outstanding Stolen Val [Total Stolen]: $3.00 [$3.00]

Invest ID# *(0)* Supervisor *Braun, Jason (DIS1, NS) (4978)*

Status | Complainant Signature | Case Status *Inactive* *01/26/2016* | Case Disposition:

# INCIDENT/INVESTIGATION REPORT



*Fort Pierce Police Department*

Case# *15-08-00257*

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

| | UCR | Status | Quantity | Type Measure | Suspected Type | Up to 3 types of activity |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
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Assisting Officers

Suspect Hate / Bias Motivated:

INCIDENT/INVESTIGATION REPORT



N A R R A T I V E

Responded to theft. Busines owner reports his business license, occupational license and tax ID were stolen from the business. The alleged theft occured between the hours of 1700 and 0500 this date. There is no suspect information.

# Incident Report Related Property List

*Fort Pierce Police Department*

OCA: *15-08-00257*

**1**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| STATE BUSINESS LICENSE | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $1.00 | 1.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Stolen | 08/09/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| | | 59 | U | M |

Notes

$680.00 [08/11/2015 08:20, JGEBHARDT, 1468, FPPD]

**2**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| OCCUPATIONAL LICENSE | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $1.00 | 1.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Stolen | 08/09/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| | | 59 | U | M |

Notes

$75.00 [08/11/2015 08:20, JGEBHARDT, 1468, FPPD]

**3**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| STATE TAX ID | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $1.00 | 1.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Stolen | 08/09/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| | | 59 | U | M |

Notes

$5.00 [08/11/2015 08:20, JGEBHARDT, 1468, FPPD]

On 08/10/15 at approximately 1332 hours I responded to 1721 Avenue D in reference to a theft. Upon arrival I met with an adult male (identified as Vincent Barnett). Mr. Barnett stated he is the owner of 1721 Avenue D (The Spot Restaurant).

Mr. Barnett stated the following: He was working at the restaurant on Sunday 08/09/15 until approximately 1700 hours. He then left two partners in charge of the business. The business was open until approximately 0500 Monday (08/10/15) morning. There were people in and out of the business at all hours of the night as it was open. At approximately 1200 hours on 08/10/15, Mr. Barnett returned to the restaurant to open for business. He then discovered his State License ($680), Occupational License ($75) and Tax ID ($5) were missing. Barnett immediately called and who both stated they knew nothing about the missing licenses. The licenses were attached to the rear (southeast wall) with tape. There are no surveillance cameras in the business. There is no suspect information at this time.

# INCIDENT/INVESTIGATION REPORT

| | |
|---|---|
| Agency Name | *Fort Pierce Police Department* |
| ORI | *FL 0560100* |
| Case# | *150800383* |
| Date / Time Reported | *08/15/2015 04:26 Sat* |
| Last Known Secure | *08/15/2015 04:26 Sat* |
| At Found | *08/15/2015 04:26 Sat* |

**INCIDENT DATA**

| Location of Incident | Premise Type | Zone/Tract |
|---|---|---|
| *1721 Avenue D, Fort Pierce FL 34950-* | *Commercial / Office -* | F120 |

| | Crime Incident(s) | | Weapon / Tools | Activity | Entry | Exit | Security |
|---|---|---|---|---|---|---|---|
| #1 | *Property Found / Impounded PRA* | (Com) | *HANDGUN* | | | | |
| #2 | Crime Incident | ( ) | Weapon / Tools | Activity | Entry | Exit | Security |
| #3 | Crime Incident | ( ) | Weapon / Tools | Activity | Entry | Exit | Security |

MO

**VICTIM**

# of Victims *0* | Type: | Injury: | Domestic: N

| V1 | Victim/Business Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

| Home Address | Home Phone |
|---|---|
| | |

| Employer Name/Address | Business Phone | Mobile Phone |
|---|---|---|
| | | |

| VYR | Make | Model | Style | Color | Lic/Lis | VIN |
|---|---|---|---|---|---|---|
| | | | | | | |

**OTHERS INVOLVED**

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: | Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

| Home Address | Home Phone |
|---|---|
| | |

| Employer Name/Address | Business Phone | Mobile Phone |
|---|---|---|
| | | |

Type: | Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

| Home Address | Home Phone |
|---|---|
| | |

| Employer Name/Address | Business Phone | Mobile Phone |
|---|---|---|
| | | |

**PROPERTY**

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
("OJ" = Recovered for Other Jurisdiction)

| VI # | Code | Status Frm/To | Value | OJ | QTY | Property Description | Make/Model | Serial Number |
|---|---|---|---|---|---|---|---|---|
| | *33W* | *FOUN* | *$0.00* | | *1* | *PISTOLS (NOT REVOLVERS)* | *45/COLT/1911* | *137749* |
| | *01W* | *FOUN* | *$0.00* | | *8* | *AMMUNITION* | *45/* | |
| | *07OE* | *EVID* | *$0.00* | | *1* | *COMPUTER DISC/CD/DVD/USB DRV* | | |
| | *47FF* | *EVID* | *$0.00* | | *2* | *PICTURES* | | |
| | *11CS* | *EVID* | *$0.00* | | *2* | *DNA SWABBING* | | |
| | | | | | | | | |
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Officer/ID# *Troutman, Robie (DIS1, K9) (8689)*

Invest ID# *Campbell, Tyrone (DIS2, NS) (4803)* | Supervisor *Grecco, James (DIS2, NS) (8100)*

Status | Complainant Signature | Case Status *Inactive* *09/23/2015* | Case Disposition:



, OPS | Sys#: 243890 | 04/17/2019 09:29:48

# INCIDENT/INVESTIGATION REPORT



*Fort Pierce Police Department*

Case# *15-08-00383*

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

| | UCR | Status | Quantity | Type Measure | Suspected Type | Up to 3 types of activity |
|---|---|---|---|---|---|---|
| DRUGS | | | | | | |
| | | | | | | |
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| | | | | | | |

Assisting Officers

Suspect Hate / Bias Motivated:

## INCIDENT/INVESTIGATION REPORT



N A R R A T I V E

Handgun found at 1721 Ave D ( The Hot Spot ).

# Incident Report Related Property List

*Fort Pierce Police Department*

OCA: *15-08-00383*

**1**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| PISTOLS (NOT REVOLVERS) | COLT | 1911 | 45 |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| Brown | 137749 | $0.00 | 1.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Found | 08/15/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

**2**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| AMMUNITION | | | 45 |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 8.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Found | 08/15/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

1- PMC .45
3- Federal .45
4- S @ B .45

**3**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| COMPUTER DISC/CD/DVD/USB DRV | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 1.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Evidence | 08/15/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

**4**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| PICTURES | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 2.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Evidence | 08/25/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

2 - Cd`s of photographs

# Incident Report Related Property List

*Fort Pierce Police Department*

OCA: *15-08-00383*

**5**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| DNA SWABBING | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 2.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Evidence | 08/25/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

2 - swabs for dna from the colt 45

On 8-15-2015 at 0426 hours, officers responded to 1721 Ave D (Hot Spot) in reference to known gang members hanging out in the parking lot.

On arrival a small crowd dispersed from the south side of the building. Officer Lopez and I canvassed the area and located a Brown, Colt 1911 .45 caliber, handgun Serial # 137749 located behind the air conditioning unit.

The handgun was fully loaded with 7 rounds in the magazine and 1 in the chamber. Pictures were taken and will be placed into evidence with the handgun. No suspect information at this time. Arequest for crimescene to fingerprint the gun was submitted.

No other information at this time.

# INCIDENT/INVESTIGATION REPORT

| | |
|---|---|
| Agency Name | *Fort Pierce Police Department* |
| ORI | *FL 0560100* |
| Case# | *150900292* |
| Date / Time Reported | *09/11/2015 02:58 Fri* |
| Last Known Secure | *09/11/2015 02:58 Fri* |
| At Found | *09/11/2015 02:58 Fri* |

**INCIDENT DATA**

| Location of Incident | Premise Type | Zone/Tract |
|---|---|---|
| *1721 Avenue D, Fort Pierce* | *Restaurant* | |

| | Crime Incident(s) | | Weapon / Tools | Activity |
|---|---|---|---|---|
| #1 | *Aggravated Assault / Battery AGA* | (Com) | *HANDGUN* | |
| | | | Entry / Exit / Security | |
| #2 | Crime Incident | ( ) | Weapon / Tools | Activity |
| | | | Entry / Exit / Security | |
| #3 | Crime Incident | ( ) | Weapon / Tools | Activity |
| | | | Entry / Exit / Security | |

MO

**VICTIM**

# of Victims *1* | Type: INDIVIDUAL/ NOT LAW | Injury: Gunshot | Domestic: N

| | Vi | Middle) | Victim of Crime # | DOB | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|---|
| **V1** | | | *1,* | Age *31* | *B* | *M* | *UK* | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

| VYR | Make | Model | Style | Color | Lic/Lis | VIN |
|---|---|---|---|---|---|---|
| | | | | | | |

**OTHERS INVOLVED**

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: INDIVIDUAL/ NOT LAW ENFORCEMENT | Injury:

| Code | N | Victim of Crime # | DOB | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| *IO* | | | Age *50* | *B* | *M* | | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

Type: INDIVIDUAL/ NOT LAW ENFORCEMENT | Injury:

| Code | | Victim of Crime # | DOB | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| *OW* | | | Age *59* | *U* | *M* | | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

**PROPERTY**

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
("OJ" = Recovered for Other Jurisdiction)

| VI # | Code | Status Frm/To | Value | OJ | QTY | Property Description | Make/Model | Serial Number |
|---|---|---|---|---|---|---|---|---|
| | *47FF* | *EVID* | *$0.00* | | *1* | *PICTURES* | | |
| | *25CP* | *EVID* | *$0.00* | | *2* | *SHOES* | | |
| | *01W* | *EVID* | *$0.00* | | *1* | *SPENT CASING* | | |
| | *11CS* | *EVID* | *$0.00* | | *8* | *DNA SWABBING* | | |
| | *25CP* | *EVID* | *$0.00* | | *6* | *CLOTHES* | | |
| | *03* | *NONE* | *$0.00* | | *1* | *1999 WHI , 895MWU FL* | *MITS 4dr* | *4A3AA46G9XE097416* |

Officer/ID# *Simon, Joselito (CID, NS) (8675)*

Invest ID# *Tumblin, Willis (DIS1, NS) (8619)* | Supervisor *Grecco, James (DIS2, NS) (8100)*

Status | Complainant Signature | Case Status *Cleared By Arrest 10/16/2015* | Case Disposition: *Cleared By Arrest 10/16/2015*



, OPS | Sys#: 247664 | 04/17/2019 09:30:45

# INCIDENT/INVESTIGATION REPORT



*Fort Pierce Police Department*

Case# *15-09-00292*

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

DRUGS

| UCR | Status | Quantity | Type Measure | Suspected Type | Up to 3 types of activity |
|---|---|---|---|---|---|
| | | | | | |
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| | | | | | |

Assisting Officers

Suspect Hate / Bias Motivated: *Unknown (Offender`s motivation not known)*

INCIDENT/INVESTIGATION REPORT



NARRATIVE

On 9-11-15 at approximately 0258 hours, I officer Simon was flagged down in reference to a person being shot at 1721 N 18th St.

# Incident Report Suspect List

*Fort Pierce Police Department*

OCA: *15-09-00292*

**1**

| Name (Last, First, Middle) | Also Known As | H |
|---|---|---|
| *Diahann D King* | | *FORT PIERCE, FL 34947* |

Business Address

| DOB. | Age | Race | Sex | Eth | Hgt | Wgt | Hair | Eye | Skin | Driver's License / State. |
|---|---|---|---|---|---|---|---|---|---|---|
| | *47* | *B* | *F* | | *511* | *160* | *BLK* | *BRO* | | |

Scars, Marks, Tattoos, or other distinguishing features

| *Reported Suspect Detail* Suspect Age | Race | Sex | Eth | Height | Weight | SSN |
|---|---|---|---|---|---|---|
| | | | | | | |

| Weapon, Type | Feature | Make | Model | Color | Caliber | Dir of Travel<br>Mode of Travel |
|---|---|---|---|---|---|---|
| | | | | | | |

| VehYr/Make/Model | Drs | Style | Color | Lic/St | VIN |
|---|---|---|---|---|---|
| | | | | | |

Notes

Physical Char

# Incident Report Related Vehicle List

*Fort Pierce Police Department*

OCA: *15-09-00292*

**1**

| VehYr/Make/Model | Style | Color | Lic/Lis /Decal | | Vin |
|---|---|---|---|---|---|
| *1999 MITS, 4dr* | *4D* | *WHI* | | *FL 2016* | |

| IBR Status | Date | Location |
|---|---|---|
| *None* | *.NULL.* | *FL* |

| Condition | Value | Offense Code | Jurisdiction | State # | NIC # |
|---|---|---|---|---|---|
| | *$0.00* | | *Locally* | | |

| Name (Last, First, Middle) | Also Known As | Home Address |
|---|---|---|
| | | *FT PIERCE, FL 34946* |

| Business Address |
|---|
| *UNEMPLOYED* |

| DOB. | Age | Race | Sex | Hgt | Wgt | Scars, Marks, Tattoos, or other distinguishing features |
|---|---|---|---|---|---|---|
| | *24* | *W* | *F* | *505* | *150* | |

Notes

# Incident Report Related Property List

*Fort Pierce Police Department*

OCA: *15-09-00292*

**1**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| PICTURES | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 1.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Evidence | 10/22/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

1- cd of photographs

**2**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| SHOES | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 2.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Evidence | 10/22/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

2-Nike Airmax white and red

**3**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| SPENT CASING | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 1.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Evidence | 10/22/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

1- spent casing

**4**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| DNA SWABBING | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 8.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Evidence | 10/22/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

8-swabs for DNA from scene

**5**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| CLOTHES | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 6.00 | | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Evidence | 10/22/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

1-chain of custody
1-white sock

1-white tank top
1-blue/white stripe boxer briefs
1-usa flag beach shorts
1-original package

On 9-11-15 at approximately 0258 hours, I Officer Simon was flagged down in reference to a person being shot at 1721 Avenue D, The Spot Jamaican Resturaunt.

stated that the ex-girlfriend of the owner of the business was trying to kill him, but instead shot one of the security guards.

advised that he and a couple friends were hanging out near the stop sign at North 18th St. and Ave D. When the suspect Diahann King came walking down the street talking about how she was going to open her own after hour spot. said that he and King exchanged words and started arguing. said he and his friends started walking back toward the front parking lot of the business at 1721 Ave D. The female kept following and putting her fingers in his face Saying " I`m going to fucking kill you, " kept telling her to get off his property but she refused. said that she then reached into her purse, grabbed an all black handgun and fired one shot at as he was trying to run into the building. The bullet missed and hit the victim one time in the chest according to the witnesses. friends drove him to the Hospital.

I observed the front class door of the business shattered to the ground and I also observed a .380 bullet spent casing on the floor near the front door.

described King as a black female, wearing a red jersey with the number three on the back of it, and carrying a black purse. She was last seen on foot heading northbound on N 17th St.

also stated that King was trespassed from the property on August 11th.

Sgt. Grecco, Sgt. Smith, Sgt. Christman, Detective Tumblin and Lt. Gillette were on scene.

Crime scene investigator Wise responded took pictures and collected the evidence.

Detective Tumblin responded and took over the investigation.

No other information to report at this time.

# INCIDENT/INVESTIGATION REPORT

| | |
|---|---|
| Agency Name | *Fort Pierce Police Department* |
| ORI | *FL 0560100* |
| Case# | *150800808* |
| Date / Time Reported | *08/29/2015 02:17 Sat* |
| Last Known Secure | *08/29/2015 02:17 Sat* |
| At Found | *08/29/2015 02:17 Sat* |

## INCIDENT DATA

| Location of Incident | Premise Type | Zone/Tract |
|---|---|---|
| *1721 Avenue D, Fort Pierce FL 34950-* | *Highway / Roadway /* | |

| | Crime Incident(s) | | Weapon / Tools | Activity | Entry | Exit | Security |
|---|---|---|---|---|---|---|---|
| #1 | *Alcohol Violation ALD* | (Com) | *NONE* | | | | |
| #2 | Crime Incident | ( ) | Weapon / Tools | Activity | Entry | Exit | Security |
| #3 | Crime Incident | ( ) | Weapon / Tools | Activity | Entry | Exit | Security |

MO

## VICTIM

# of Victims *1* | Type: SOCIETY/PUBLIC | Injury: | Domestic: N

| | Victim/Business Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| **V1** | *State Of Florida* | *1,* | | | | | *N/A* | |

| Home Address | Home Phone |
|---|---|
| Employer Name/Address | Business Phone / Mobile Phone |

| VYR | Make | Model | Style | Color | Lic/Lis | VIN |
|---|---|---|---|---|---|---|
| | | | | | | |

## OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: | Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

| Home Address | Home Phone |
|---|---|
| Employer Name/Address | Business Phone / Mobile Phone |

Type: | Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

| Home Address | Home Phone |
|---|---|
| Employer Name/Address | Business Phone / Mobile Phone |

## PROPERTY

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
("OJ" = Recovered for Other Jurisdiction)

| VI # | Code | Status Frm/To | Value | OJ | QTY | Property Description | Make/Model | Serial Number |
|---|---|---|---|---|---|---|---|---|
| | *07PE* | *EVID* | *$0.00* | | *1* | *CD`S / DVD`S* | | |
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Officer/ID# *Wachendorfer, Jeffrey (CID, NS) (8651)*

Invest ID# *(0)* | Supervisor *Grecco, James (DIS2, NS) (8100)*

Status | Complainant Signature | Case Status *Exceptionally 08/29/2015* | Case Disposition: *Prosecution Declined 08/29/2015*



, OPS | Sys#: 245812 | 04/17/2019 09:31:11

# INCIDENT/INVESTIGATION REPORT



*Fort Pierce Police Department*

Case# *15-08-00808*

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

| | UCR | Status | Quantity | Type Measure | Suspected Type | Up to 3 types of activity |
|---|---|---|---|---|---|---|
| DRUGS | | | | | | |
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Assisting Officers

*GRECCO, J. (8100), SMITH, J. (4758), MACCARTHY, K. (8640), ALVAREZ, J. (8662), TROUTMAN, R. (8689)*

Suspect Hate / Bias Motivated: *None*

INCIDENT/INVESTIGATION REPORT



NARRATIVE

On 8/29/15 at approximately 0217 Officers responded to large crowds fighting at 1702 Avenue D(Hot Stop).

# Incident Report Suspect List

*Fort Pierce Police Department*

OCA: *15-08-00808*

**1**

| Name (Last, First, Middle) | Also Known As | H |
|---|---|---|
| *Crystal Monique Seward* | | *FORT PIERCE, FL 34950* |

Business Address *UNKNOWN ,*

| DOB. | Age | Race | Sex | Eth | Hgt | Wgt | Hair | Eye | Skin | Driver's License / State. |
|---|---|---|---|---|---|---|---|---|---|---|
| | *47* | *B* | *F* | *N* | *504* | *160* | *BLK* | *BRO* | *FAR* | |

Scars, Marks, Tattoos, or other distinguishing features

| *Reported Suspect Detail* | Suspect Age | Race | Sex | Eth | Height | Weight | SSN |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

| Weapon, Type | Feature | Make | Model | Color | Caliber | Dir of Travel<br>Mode of Travel |
|---|---|---|---|---|---|---|
| | | | | | | |

| VehYr/Make/Model | Drs | Style | Color | Lic/St | VIN |
|---|---|---|---|---|---|
| | | | | | |

Notes

Physical Char

# Incident Report Related Property List

*Fort Pierce Police Department*

OCA: *15-08-00808*

**1**

| Property Description | Make | Model | Caliber |
|---|---|---|---|
| CD`S / DVD`S | | | |

| Color | Serial No. | Value | Qty | Unit | Jurisdiction |
|---|---|---|---|---|---|
| | | $0.00 | 1.00 | EA | Locally |

| Status | Date | NIC # | State # | Local # | OAN |
|---|---|---|---|---|---|
| Evidence | 08/29/2015 | | | | |

| Name (Last, First, Middle) | DOB | Age | Race | Sex |
|---|---|---|---|---|
| * No name * | | 0 | | |

Notes

photo cd

On 8/29/15 at approximately 0217 Officers responded to large crowds fighting at 1702 Avenue D(Hot Stop).

On scene there was also a large crowd and several cars gathered at 1721 Avenue D. Sgt. Smith and Sgt Grecco were on scene and providing safety information to the manager of the business. As it stood there was only allowed to be 12 people inside the business and no alcohol consumption on the property.

I then observed a black female, later identified as Crystal Seward, sitting at the rear (south) of the building. In between her feet there was a brown paper bag that I recognized as one similar to being used to cover an alcoholic beverage when purchased from a store. Upon inspection of the bag revealed it contained a 16oz can of Bud Light Strawberry that was still cold to the touch.

Pictures of the can and property were taken and submitted to evidence. Seward was given a verbal warning and released on scene.

Nothing further to report.

# INCIDENT/INVESTIGATION REPORT

Agency Name: *Fort Pierce Police Department*
ORI: *FL 0560100*
Case#: *150700815*
Date / Time Reported: *07/26/2015 04:29 Sun*
Last Known Secure: *07/26/2015 04:29 Sun*
At Found: *07/26/2015 04:29 Sun*

## INCIDENT DATA

Location of Incident: *1721 Avenue D, Fort Pierce FL 34950-*
Premise Type: *Bar / Nightclub - Lounge*
Zone/Tract: F120

| | Crime Incident(s) | | Weapon / Tools | Activity | Entry | Exit | Security |
|---|---|---|---|---|---|---|---|
| #1 | *Information Report ZOD* | (Com) | *NONE* | | | | |
| #2 | Crime Incident | ( ) | | | | | |
| #3 | Crime Incident | ( ) | | | | | |

MO

## VICTIM

# of Victims: *0* Type: Injury: Domestic: N

| | Victim/Business Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| **V1** | | | | | | | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

| VYR | Make | Model | Style | Color | Lic/Lis | VIN |
|---|---|---|---|---|---|---|
| | | | | | | |

## OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: INDIVIDUAL/ NOT LAW ENFORCEMENT Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| *IO* | *JOHNSON, CHARLES EDWARD* | | Age *50* | *B* | *M* | | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

Type: Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

## PROPERTY

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
("OJ" = Recovered for Other Jurisdiction)

| VI # | Code | Status Frm/To | Value | OJ | QTY | Property Description | Make/Model | Serial Number |
|---|---|---|---|---|---|---|---|---|
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Officer/ID#: *Combe, Diego (CID, NS) (8633)*
Invest ID#: *(0)*
Supervisor: *Nieves, Rodney (DIS1, NS) (4810)*

Status | Complainant Signature | Case Status: *Active / Information 07/26/2015* | Case Disposition:



, OPS Sys#: 240985 04/17/2019 09:32:05

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

| | UCR | Status | Quantity | Type Measure | Suspected Type | Up to 3 types of activity |
|---|---|---|---|---|---|---|
| DRUGS | | | | | | |
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Assisting Officers

*INCORVAIA, F. (8697)*

Suspect Hate / Bias Motivated: *None*

**INCIDENT/INVESTIGATION REPORT**



N A R R A T I V E

Information report in reference to "The Spot" restaurant at 1721 Avenue D.

On 07-26-15 at approximately 0429 hours I conducted an investigation at "The Spot" restaurant at 1721 Avenue D.

On scene I spoke with the owner Charles E Johnson. Johnson advised, and showed proof, that he had an occupational/restaurant license but did not have a beer/wine license. Earlier in the day officers had verified that several customers of the business had alcoholic beverages in various containers.

Nothing further to report.

# INCIDENT/INVESTIGATION REPORT

| | |
|---|---|
| Agency Name | *Fort Pierce Police Department* |
| ORI | *FL 0560100* |
| Case# | *150800300* |
| Date / Time Reported | *08/11/2015 18:25 Tue* |
| Last Known Secure | *08/11/2015 18:25 Tue* |
| At Found | *08/11/2015 18:25 Tue* |

**INCIDENT DATA**

| Location of Incident | Premise Type | Zone/Tract |
|---|---|---|
| *1721 Avenue D, Fort Pierce FL 34950-* | *Restaurant* | |

| | Crime Incident(s) | | Weapon / Tools | Activity |
|---|---|---|---|---|
| #1 | *Obstruction OBS* | (Com) | *NONE* | |
| | | | Entry / Exit / Security | |
| #2 | Crime Incident | ( ) | Weapon / Tools | Activity |
| | | | Entry / Exit / Security | |
| #3 | Crime Incident | ( ) | Weapon / Tools | Activity |
| | | | Entry / Exit / Security | |

MO

**VICTIM**

# of Victims *1* | Type: SOCIETY/PUBLIC | Injury: | Domestic: N

| | Victim/Business Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| **V1** | *State Of Florida* | *1,* | | | | | *N/A* | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

| VYR | Make | Model | Style | Color | Lic/Lis | VIN |
|---|---|---|---|---|---|---|
| | | | | | | |

**OTHERS INVOLVED**

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: INDIVIDUAL/ NOT LAW ENFORCEMENT | Injury:

| Code | N | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| *IO* | | | Age *59* | *U* | *M* | | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

Type: | Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

**PROPERTY**

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
("OJ" = Recovered for Other Jurisdiction)

| VI # | Code | Status Frm/To | Value | OJ | QTY | Property Description | Make/Model | Serial Number |
|---|---|---|---|---|---|---|---|---|
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Officer/ID# *Rahn, Justin (DIS1, NS) (8303)*

Invest ID# *(0)* | Supervisor *Macnaught, Brian (DIS2, NS) (8220)*

Status | Complainant Signature | Case Status *Cleared By Arrest 08/13/2015* | Case Disposition: *Notice To Appear 08/13/2015*



, OPS | Sys#: 243337 | 04/17/2019 09:32:33

# INCIDENT/INVESTIGATION REPORT



*Fort Pierce Police Department*

Case# *15-08-00300*

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

| | UCR | Status | Quantity | Type Measure | Suspected Type | Up to 3 types of activity |
|---|---|---|---|---|---|---|
| DRUGS | | | | | | |
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Assisting Officers

*DAVIS, C. (4999), KLECKLEY, L. (8641)*

Suspect Hate / Bias Motivated:

## INCIDENT/INVESTIGATION REPORT



N A R R A T I V E

Officers responded to 1721 Ave D in reference to trespassing. One person was arrested for obstruction. Notice to appear was issued.

# Incident Report Suspect List

*Fort Pierce Police Department*

OCA: *15-08-00300*

**1**

| Name (Last, First, Middle) | Also Known As | H |
|---|---|---|
| *Diahann D King* | | *FORT PIERCE, FL 34947* |

Business Address

| DOB. | Age | Race | Sex | Eth | Hgt | Wgt | Hair | Eye | Skin | Driver's License / State. |
|---|---|---|---|---|---|---|---|---|---|---|
| | *47* | *B* | *F* | | *511* | *160* | *BLK* | *BRO* | | |

Scars, Marks, Tattoos, or other distinguishing features

| *Reported Suspect Detail* Suspect Age | Race | Sex | Eth | Height | Weight | SSN |
|---|---|---|---|---|---|---|
| | | | | | | |

| Weapon, Type | Feature | Make | Model | Color | Caliber | Dir of Travel<br>Mode of Travel |
|---|---|---|---|---|---|---|
| | | | | | | |

| VehYr/Make/Model | Drs | Style | Color | Lic/St | VIN |
|---|---|---|---|---|---|
| | | | | | |

Notes

Physical Char

On 8/11/15 I responded to 1721 Ave D in reference to a person trespassing.

When I arrived on scene I made contact with the owner of the business, Vincent Barnett. Barnett advised that he wanted a female trespassed from the business. He advised she is right there, pointing to a woman in the middle of the parking lot at this location.

Officer Kleckley then arrived on scene.

I made contact with the female and asked what was going on.She stated that she returned the car and she had the receipt. I advised her this isn`t about a car and that the owner wants her trespassed. She then told me, he can`t do that because she works here. I advised her he could and asked for her identification. She refused and tried walking away. I blocked her path and asked again. She again refused and began arguing with me. I asked her what her name was. She stated Diahann. She began to spell it and stated she`s not telling me anymore and tried leaving. When I advised she had to, she continued trying to walk away from me. At that point I detained her and advised her she was under arrest for obstruction. After a few minutes, she advised me her identification was in her pocketbook. Diahann stated she was just upset from arguing with Vincent.

Diahann was trespassed from 1721 Avenue D. She stated she understood. Diahann was released and given a Notice To Appear for obstruction. She was advised she had a court date on September 17th, 2015 at 0900 hrs with Judge Yacucci. No other information was available at the time of this report.

City of Fort Pierce
Code Enforcement Division
P.O. Box 1480
Fort Pierce, Florida 34954
TEL #: (772) 467-3000
FAX #: (772) 468-0457

**September 11, 2015** Tax ID #: 2409-601-0013-000/0 **Case #: 15-00001548**

JOSEPH HILLENGAS
9201 122ND WAY NORTH
SEMINOLE, FL 33772

**ADDRESS: 1721 AVENUE D**

**It has come to our attention that the property listed above is in violation of the following:**

**Section: 9-27 (C) - Delinquent business tax receipt; doing business without a receipt; receipt obtained by fraud; enforcement.**

Any person engaged in any trade, business, profession or occupation within the city without a receipt, or under a receipt issued upon false statement made by said person or in his behalf, shall be subject to prosecution pursuant to Chapter 2, Article XIII (Municipal Code Enforcement Board) or Chapter 2, Article XIII.5 (Supplemental Municipal Code Enforcement Procedures). In the event you are found in violation of section 9-27(b) for doing business without a business tax receipt, all utility services to the business premises will be suspended while the violation continues.

**The following actions must be taken to remedy this/these violation(s):**

1. Please cease all nightclub operations and refrain from selling / providing alcoholic beverages or allowing alcohol to be consumed on premises immediately until valid Business Tax Receipt is obtained for such activities.
2. Due to the serious of violations at this location an Emergency Hearing has been scheduled.

The Code Enforcement Division requests that this property be brought into compliance **IMMEDIATELY**. Your cooperation in these matters would be greatly appreciated. If you are unable to meet this request for any reason, please contact the Officer at (772) 467-3143. Our office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Sincerely,

Isaac Saucedo
Code Enforcement Officer

*Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende ingles consiga traducción inmediatamente.*

*Atansyon: Dokuman sa impòtan an rapò avek droi è responsablitè ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun póu nou espliké sa tou suit.*

File Name: C0060930

*4:12:09 PM 9/11/2015*

## Licensee Details

### Licensee Information

| | |
|---|---|
| Name: | **BARNETT, VINCENT (Primary Name)**<br>**THE SPOT JAMAICAN RESTAURANT (DBA Name)** |
| Main Address: | **1721 AVENUE D**<br>**FORT PIERCE Florida 34950** |
| County: | **ST. LUCIE** |
| License Mailing: | **1721 AVENUE D**<br>**FORT PIERCE FL 34950** |
| County: | **ST. LUCIE** |
| LicenseLocation: | **1721 AVENUE D**<br>**FORT PIERCE FL 34950** |
| County: | **ST. LUCIE** |

### License Information

| | |
|---|---|
| License Type: | **Permanent Food Service** |
| Rank: | **Seating** |
| License Number: | **SEA6603087** |
| Status: | **Current,Active** |
| Licensure Date: | **06/03/2015** |
| Expires: | **04/01/2016** |

| **Special Qualifications** | **Qualification Effective** |
|---|---|
| **1-49 SEATS** | |
| **Risk Level 2** | **08/13/2015** |

### Alternate Names

**View Related License Information**
**View License Complaint**
**View Recent Inspections**

**1940 North Monroe Street, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees

# STATE OF FLORIDA

## DIVISION OF HOTELS AND RESTAURANTS
## DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
www.myfloridalicense.com

### Licensing Information Checklist

**Type of Request:** **Opening**

| | | | |
|---|---|---|---|
| Date: | May 29, 2015 10:34 | License Number: | Rank: |
| File Number: | 283675 | Establishment Name: | SPOT JAMAICAN RESTAURANT |
| Telephone Number: | | Location Address: | 1721 AVENUE D |
| Number of Units: | 12 | | FORT PIERCE FL 34950 |

| | |
|---|---|
| For establishments newly built, converted or re-opened after 12 months, the inspector has verified that plans were reviewed and approved | YES |

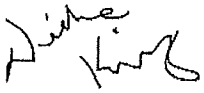
**THE FOLLOWING ITEMS HAVE BEEN REVIEWED WITH THE PERSON IN CHARGE**

| | |
|---|---|
| 01 Employee health policy and foodborne diseases | YES |
| 02 Risk factors and Food Code interventions | YES |
| 03 No bare hand contact with ready-to-eat food without an approved Alternative Operating Procedure (AOP) | YES |
| 04 Date marking requirements for ready-to-eat, potentially hazardous food held over 24 hours | YES |
| 05 Time as a Public Health Control - use and documentation required | YES |
| 06 Food processes - cooking, cooling, re-heating for hot holding, thawing, cold and hot holding | YES |
| 07 Required equipment - properly scaled, calibrated probe thermometer available | YES |
| 08 Certified Food Manager requirements | YES |
| 09 Food employee training requirements | YES |
| 10 Consumer advisory - general requirements (if applicable) | N/A |
| 11 Shellfish advisory (if applicable) | N/A |
| 12 Parasite destruction freezing records for non-exempt raw/undercooked fish (if applicable) | N/A |
| 13 Shellfish tag maintenance (if applicable) | N/A |
| 15 Choking poster requirement and availability | YES |
| 16 Chemical test strips for sanitizer(s) | |
| 17 Boil Water Notice | YES |
| 18 Menu items and misrepresentation | YES |
| 19 Hand washing signs posted at all hand sinks used by employees (including remotely located restrooms) | YES |
| 20 Hot and cold water provided at all sinks as required | YES |

**Water:** **Municipal/Utility**

**Wastewater:** **Municipal/Utility**

| | |
|---|---|
| All provisos on the Specification Worksheet identified and noted on inspection report (if applicable) | YES |
| Any minor deviations from approved layout noted on drawing | N/A |
| Plan Reviewer consulted on major changes | N/A |



Signature of Recipient

DIAHANN KING
EMPLOYEE
561-858-3823
May 29, 2015 10:34



Inspector Signature

DIANNA R DAVIS
SR SANITATION & SAFETY SPECIALIST
850-487-1395
May 29, 2015 10:33

# STATE OF FLORIDA

DIVISION OF HOTELS AND RESTAURANTS
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
www.myfloridalicense.com

## RECEIPT FOR LICENSE

LICENSE NUMBER: Rank: LICENSE TYPE: 2010/Permanent Food Service

PRINT DATE: May 29, 2015 10:35

FILE NUMBER: 283675

Seats/Units: 12

This verifies that BARNETT, VINCENT

Doing business as SPOT JAMAICAN RESTAURANT

has met the requirements for Permanent Food Service licensure to operate at:

1721 AVENUE D

FORT PIERCE FL 34950

This is authorization to operate for 30 days. An annual license will be mailed to the address on record within that period.



Inspector Signature

DIANNA R DAVIS
SR SANITATION & SAFETY SPECIALIST
850-487-1395
May 29, 2015 10:36

# STATE OF FLORIDA

## DIVISION OF HOTELS AND RESTAURANTS
## DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
www.myfloridalicense.com

### Food Service Inspection Report

This inspection report must be made public upon request per Florida law.

**Met Inspection Standards during this visit**
**ANY VIOLATIONS noted herein must be corrected by the NEXT UNANNOUNCED inspection unless otherwise stated.**

| | | | |
|---|---|---|---|
| Inspection Date: | May 29, 2015 09:09 - May 29, 2015 10:40 | License Expiration: | |
| License Number: | Rank: | Inspection Reason: | Food-Licensing Inspection |
| Owner Name: | BARNETT, VINCENT | Business Name: | SPOT JAMAICAN RESTAURANT |
| Location Address: | 1721 AVENUE D<br>FORT PIERCE FL 34950 | License Type: | Permanent Food Service |
| | | Telephone Number: | |
| Number of Units: | 12 | **Callback Date:** | |

### FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

| | | | |
|---|---|---|---|
| 01A Food obtained from approved source | N/O | 07 Unwrapped or PH/TCS food not re-served | N/O |
| 01B Food safe and unadulterated; sound condition | N/O | 08A Separating raw animal foods from: each other, RTE foods and unwashed produce | N/O |
| 01C Shellstock tags; commingling | N/A | 08B Food protection during preparation, storage and display | N/O |
| 01D Parasite destruction for raw/undercooked fish | N/A | 09 Bare hand contact with RTE food; Alternative Operating Procedure (AOP) | N/O |
| 02A Consumer advisory on raw/undercooked oysters | N/A | 11 Employee health knowledge; ill/symptomatic employee present | N/O |
| 02B Consumer advisory on raw/undercooked animal foods | N/A | 12A Hands clean and washed properly; use of hand antiseptic if use of AOP | N/O |
| 02C Date marking ready-to-eat (RTE) potentially hazardous / time/ temperature control for safety foods | N/O | 12B Employee eating, drinking, tasting food, smoking | N/O |
| 03A Receiving and holding PH/TCS foods cold | IN | 22 Food-contact surfaces clean and sanitized | N/O |
| 03B Receiving and holding PH/TCS foods hot | N/A | 31A Handwash sink(s) installed, accessible, not used for other purposes | IN |
| 03C Cooking raw animal foods and plant foods; non-continuous cooking of raw animal foods | N/O | 31B Handwashing supplies and handwash sign provided | OUT |
| 03D Cooling PH/TCS foods; proper cooling methods | N/O | 41 Chemicals/toxic substances | IN |
| 03E Reheating PH/TCS foods for hot holding | N/O | 53A Food manager certification; knowledge/active managerial control (except employee health) | OUT |
| 03F Time as a Public Health Control | N/A | 53B State approved food handler training; employee duty specific training/knowledge | OUT |
| 03G Reduced oxygen packaging (ROP) and other Special Processes | N/A | | |

### GOOD RETAIL PRACTICES

| | | | |
|---|---|---|---|
| 02D Food items properly labeled; original container | | 35A No presence or breeding of insects/rodents/pests; no live animals | |
| 04 Facilities to maintain PH/TCS foods at the proper temperature | | 35B Outer openings protected from insects/pests, rodent proof | |
| 05 Food and food equipment thermometers provided and accurate | | 36 Floors, walls, ceilings and attached equipment properly constructed and clean; rooms and equipment properly vented | |
| 06 PH/TCS foods properly thawed | | 38 Lighting provided as required; fixtures shielded or bulbs protected | |
| 10 In use food dispensing utensils properly stored | | 40 Employee personal belongings | |
| 13 Clean clothes; hair restraints; jewelry; painted/artificial fingernails | | 42 Cleaning and maintenance equipment | |
| 14 Food-contact and nonfood contact surfaces designed, constructed, maintained, installed, located | OUT | 43 Complete separation from living/sleeping area/private premise; kitchen restricted - no unauthorized personnel | |
| 16 Dishwashing facilities; chemical test kit(s); gauges 1. Wash 2. Rinse 3. Sanitize | OUT | 45 Fire extinguishing equipment (FOR REPORTING PURPOSES ONLY) | |

# STATE OF FLORIDA
## DIVISION OF HOTELS AND RESTAURANTS
## DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
www.myfloridalicense.com

| | | | |
|---|---|---|---|
| 21 Wiping cloths; clean and soiled linens; laundry facilities | | 46 Exits not blocked or locked (FOR REPORTING PURPOSES ONLY) | |
| 23 Non-food contact surfaces clean | | 47 Electrical wiring/outlets in good repair (FOR REPORTING PURPOSES ONLY) | |
| 24 Storage/handling of clean equipment, utensils; air drying | | 48 Gas appliances; boiler certificate current/posted (FOR REPORTING PURPOSES ONLY) | |
| 25 Single-service and single-use items | | 49 Flammable/combustible materials (FOR REPORTING PURPOSES ONLY) | |
| 27 Water source safe, hot (100F) and cold under pressure | OUT | 50 Current license, properly displayed | |
| 28 Sewage and waste water disposed properly | | 51 Other conditions sanitary and safe operation | OUT |
| 29 Plumbing installed and maintained; mop sink; water filters; backflow prevention | OUT | 52 Misrepresentation; misbranding | |
| 32 Bathrooms | OUT | 54 Florida Clean Indoor Air Act Compliance | |
| 33 Garbage and refuse; premises maintained | OUT | 55 Automatic Gratuity Notice | |

Items marked IN are in compliance. Items marked OUT are violations. Specific details of the violations are listed on subsequent pages. Items marked N/A are Not Applicable. Items marked as N/O are Not Observed and were not being conducted at the time of inspection.

### FOOD TEMPERATURES

| | |
|---|---|
| **Bar Area** | |
| **Buffet Line** | |
| **Cook Line** | |
| **Front Counter** | |
| **Front Line** | |
| **Kitchen** | FROZEN FOODS ONLY AT THIS TIME. |
| **Prep Area** | |
| **Reach In Cooler** | |
| **Reach In Freezer** | |
| **Steam Table/Bain Marie** | |
| **Storage Area** | |
| **Wait Station** | |
| **Walk In Cooler** | |
| **Walk In Freezer** | |
| **Cooking** | |
| **Cooling** | |
| **Reheating** | |

### OTHER ITEMS

**Certified Food Manager and Date Certified:**

**Manager Certified By:**

**Employees Trained By:**

**Sewage:** **Municipal/Utility**

**Water Source:** **Municipal**

**Boiler:** **No Boiler On Site**

**Boiler Jurisdiction and Expiration:** NOT APPLICABLE

**Sanitizer Details:** NOT SET UP

# STATE OF FLORIDA
## DIVISION OF HOTELS AND RESTAURANTS
## DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
www.myfloridalicense.com

**Inspector Comments:** This is a licensing inspection, File #283675 with plan review #HQ 15-4710. You are responsible for maintaining a current license even if you do receive a renewal notice. License renewals are due on April 1st of each year and can be paid on line at www.myfloridalicense.com. Opening packet with all info has been reviewed.

## VIOLATIONS

**14-06-4 Observed: Wood food-contact surface not properly sealed. Shelving at front counter all of plywood/particle board.**
**Priority: Basic**

**16-35-4 Observed: No chlorine chemical test kit provided when using chlorine sanitizer at three-compartment sink/warewashing machine.**
****Corrected On-Site****
**Priority: Intermediate**

**27-16-4 Observed: Hot water not provided/shut off at employee handwash sink. Employee restroom in kitchen area.**
**Priority: Intermediate**

**29-18-4 Observed: Drain cover(s) missing. Drain cover for mop sink, handwash sink and 3 bin sink drain area missing. Operator has one available, needs to install it.**
**Priority: Basic**

**31B-04-4 Observed: No handwashing sign provided at a hand sink used by food employees. Several locations.**
**Priority: Basic**

**32-04-4 Observed: Bathroom located inside establishment not completely enclosed with tight-fitting, self-closing doors.**
**Priority: Basic**

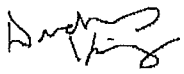
**33-14-4 Observed: No Dumpster on site at this time. Owner must obtain a dumpster prior to opening.**
**Priority: Basic**

**33-33-4 Observed: Unused equipment/supplies present. Chest freezer, sink and trash on property.**
**Priority: Basic**

**51-16-5 Observed: No plan review submitted and approved - facility planning on using outdoor smoker/grill. Advised to send picture etc to plan review for okay.**
**Priority: Intermediate**

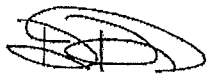
**53A-06-5 Observed: No proof of a certified food manager for the establishment at the time of the licensing inspection. A list of accredited food manager certification examination providers can be found at http://www.myfloridalicense.com/dbpr/hr/food-lodging/managercertification.html.**
**Priority: Intermediate**

**53B-07-4 Observed: No proof of required state approved employee training provided at the time of the licensing inspection. To order approved program food safety material, call DBPR's contracted provider: Florida Restaurant & Lodging Association (SafeStaff) 866-372-7233.**
**Priority: Intermediate**



Signature of Recipient

DIAHANN KING
EMPLOYEE
561-856-3823
May 29, 2015 10:40



Inspector Signature

DIANNA R DAVIS
SR SANITATION & SAFETY SPECIALIST
850-487-1395
May 29, 2015 10:38

# Electronic Articles of Incorporation For

P15000004508
FILED
January 14, 2015
Sec. Of State
vherring

THE SPOT JAMAICAN STORE, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

## Article I

The name of the corporation is:

THE SPOT JAMAICAN STORE, INC. ?

## Article II

The principal place of business address:

1721 AVENUE D
FORT PIERCE, FL. US 34950

The mailing address of the corporation is:

1721 AVENUE D
FORT PIERCE, FL. US 34950

## Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

## Article IV

The number of shares the corporation is authorized to issue is:

1000

## Article V

The name and Florida street address of the registered agent is:

VINCENT BARNETT
1721 AVENUE D
FORT PIERCE, FL. 34950

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: VINCENT BARNETT

# Electronic Articles of Incorporation For

THE SPOT JAMAICAN STORE, INC.

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1721 AVENUE D
FORT PIERCE, FL. 34950

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: VINCENT BARNETT

1:31:06 PM 9/14/2015

**Complaint Details**

Below is a listing of public complaints regarding the person or entity selected. This may not reflect all public complaints filed with the Department; for example, all complaints against Community Association Managers (CAMs) are available to the public, regardless of whether any appear below, and may be requested directly from the Department. The Department is also precluded from disclosing any complaints which are confidential pursuant to Florida Statutes.

If you would like a full list of public complaints against an individual or entity or to make a public records request for complaints listed please visit our **Public Records page**.

You can search for public records pertaining to unlicensed activity complaints through an additional database by visiting our **Search Unlicensed Activity Complaints page**. For more information about CAM complaints, please visit the **CAMs page**.

**Name:** BARNETT, VINCENT

The Status and Discipline Description below is only the status of a complaint. To see the status of this license select the "Back" button to return to the Licensee Details Scre

| Number | Class | Incident Date | Status | Disposition | Disposition Date | Discipline Date - Description |
|---|---|---|---|---|---|---|
| 2015035517 | Consumer Complaint | 08/12/2015 | Closed | Warning Issued | 08/13/2015 | |

**1940 North Monroe Street, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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**Each inspection report is a "snapshot" of conditions present at the time of the inspection. By using this search, you are agreeing to our Terms of Use.**

## Licensee

| | | | |
|---|---|---|---|
| Name: | **THE SPOT JAMAICAN RESTAURANT** | License Number: | **SEA6603087** |
| Rank: | **Seating** | License Expiration Date: | **04/01/2016** |
| Primary Status: | **Current** | Secondary Status: | **Active** |
| Location Address: | **1721 AVENUE D<br>FORT PIERCE, FL 34950** | | |

## Inspection Information

| Inspection Type | Inspection Date | Result | High Priority Violations | Intermediate Violations | Basic Violations |
|---|---|---|---|---|---|
| Complaint Full | 08/13/2015 | Follow-up Inspection Required<br>Violations require further review, but are not an immediate threat to the public.<br>More information about inspections. | 0 | 6 | 12 |

**Violations:**

A summary of the violations found during the inspection are listed below. The department cites violations of Florida's sanitation and safety laws, which are based on the standards of U.S. Food and Drug Administration's Food Code. High Priority violations are those which could contribute directly to a foodborne illness or injury and include items such as cooking, reheating, cooling and hand-washing. Intermediate violations are those which, if not addressed, could lead to risk factors that contribute to foodborne illness or injury. These violations include personnel training, documentation or record keeping and labeling. Basic violations are those which are considered best practices to implement. While most establishments correct all violations in a timely manner (often during the inspection), the division's procedures are designed to compel compliance with all violations through follow-up visits, administration action or closure when necessary.

| Violation | Observation |
|---|---|
| 23-16-4 | Basic - Accumulation of food debris/soil residue on paper towel and/or soap dispenser. Including sink basin. **Warning** |
| 32-04-4 | Basic - Bathroom located inside establishment not completely enclosed with tight-fitting, self-closing doors. **Repeat Violation** **Warning** |
| 23-06-4 | Basic - Build-up of food debris, dust or dirt on nonfood-contact surface. 6 burner stove top in kitchen heavily soiled. **Warning** |
| 23-12-4 | Basic - Chest freezer shelves heavily soiled with encrusted food debris and bloods from various raw meats. **Warning** |
| 50-09-4 | Basic - Current Hotel and Restaurant license not displayed. **Warning** |
| 14-11-4 | Basic - Equipment in poor repair. Glass slider door on hot display case cracked/broken **Repeat Violation** **Warning** |
| 23-07-4 | Basic - Gaskets with slimy/mold-like build-up. Upright freezer in kitchen. **Warning** |
| 36-14-4 | Basic - Grease accumulated on kitchen floor and/or under cooking equipment-throughout kitchen. **Warning** |
| 10-02-4 | Basic - In-use utensil not stored on a clean portion of food preparation or cooking equipment. Dispensing utensils at front counter. **Warning** |
| 51-18-6 | Basic - No copy of latest inspection report available. **Warning** |
| 14-40-4 | Basic - Nonfood-contact equipment in poor repair. Old stove on premises. Stove under dirty tarp, greasy and dirty. **Warning** |
| 23-05-4 | Basic - Soil residue build-up on nonfood-contact surface. Bottom shelf of stainless prep table heavily soiled with black encrusted material. **Warning** |
| 31A-09-4 | Intermediate - Handwash sink not accessible for employee use at all times. Items in hand wash sink at front counter. **Warning** |
| 32-11-5 | Intermediate - Lack of toilet tissue at each toilet. **Warning** |
| 53A-07-5 | Intermediate - No certified food manager for establishment. A list of accredited food manager certification examination providers can be found at http://www.myfloridalicense.com/dbpr/hr/food-lodging/managercertification.html. **Repeat Violation** **Warning** |
| 16-35-4 | Intermediate - No chlorine chemical test kit provided when using chlorine sanitizer at three-compartment sink/warewashing machine. **Repeat Violation** **Warning** |
| 31B-02-4 | Intermediate - No paper towels or mechanical hand drying device provided at handwash sink front counter and restroom. **Warning** |
| 53B-01-5 | Intermediate - No proof of required state approved employee training provided for any employees. To order approved program food safety material, call DBPR contracted provider: Florida Restaurant and Lodging Association (SafeStaff) 866-372-7233. All new employees at this time. **Warning** |

New Search



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|---|---|---|---|
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| Rank: | **Seating** | License Expiration Date: | **04/01/2016** |
| Primary Status: | **Current** | Secondary Status: | **Active** |
| Location Address: | **1721 AVENUE D<br>FORT PIERCE, FL 34950** | | |

## Inspection Information

| Inspection Type | Inspection Date | Result | High Priority Violations | Intermediate Violations | Basic Violations |
|---|---|---|---|---|---|
| Routine - Food | 07/09/2015 | Follow-up Inspection Required<br>Violations require further review, but are not an immediate threat to the public.<br>More information about inspections. | 0 | 3 | 7 |

**Violations:**

A summary of the violations found during the inspection are listed below. The department cites violations of Florida's sanitation and safety laws, which are based on the standards of U.S. Food and Drug Administration's Food Code. High Priority violations are those which could contribute directly to a foodborne illness or injury and include items such as cooking, reheating, cooling and hand-washing. Intermediate violations are those which, if not addressed, could lead to risk factors that contribute to foodborne illness or injury. These violations include personnel training, documentation or record keeping and labeling. Basic violations are those which are considered best practices to implement. While most establishments correct all violations in a timely manner (often during the inspection), the division's procedures are designed to compel compliance with all violations through follow-up visits, administration action or closure when necessary.

| Violation | Observation |
|---|---|
| 23-15-4 | Basic - Accumulation of food debris/soil residue on handwash sink. **Warning** |
| 32-02-4 | Basic - Bathroom door left open other than during cleaning or maintenance. **Repeat Violation** **Warning** |
| 14-09-4 | Basic - Cutting board has cut marks and is no longer cleanable. Small in use cutting board browned and grooved. **Warning** |
| 14-11-4 | Basic - Equipment in poor repair. Glass slider door on display case with cracked glass. **Warning** |
| 08B-38-4 | Basic - Food stored on floor. Sack of potatoes left on floor. **Warning** |
| 31B-04-4 | Basic - No handwashing sign provided at a hand sink used by food employees. Public rest room. **Warning** |
| 42-01-4 | Basic - Wet mop not stored in a manner to allow the mop to dry. **Warning** |
| 53A-02-5 | Intermediate - Manager lacking proof of food manager certification and no other certified food service manager employed at this location. A list of accredited food manager certification examination providers can be found at http://www.myfloridalicense.com/dbpr/hr/food-lodging/managercertification.html. **Repeat Violation** **Warning** |
| 16-35-4 | Intermediate - No chlorine chemical test kit provided when using chlorine sanitizer at three-compartment sink/warewashing machine. **Repeat Violation** **Warning** |
| 53B-01-5 | Intermediate - No proof of required state approved employee training provided for any employees. To order approved program food safety material, call DBPR contracted provider: Florida Restaurant and Lodging Association (SafeStaff) 866-372-7233. **Repeat Violation** **Warning** |

New Search

1940 North Monroe Street, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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## Licensee

| | | | |
|---|---|---|---|
| Name: | **THE SPOT JAMAICAN RESTAURANT** | License Number: | **SEA6603087** |
| Rank: | **Seating** | License Expiration Date: | **04/01/2016** |
| Primary Status: | **Current** | Secondary Status: | **Active** |
| Location Address: | **1721 AVENUE D FORT PIERCE, FL 34950** | | |

## Inspection Information

| Inspection Type | Inspection Date | Result | High Priority Violations | Intermediate Violations | Basic Violations |
|---|---|---|---|---|---|
| Food-Licensing Inspection | 05/29/2015 | Met Inspection Standards During This Visit<br>More information about inspections. | 0 | 5 | 6 |

**Violations:**

A summary of the violations found during the inspection are listed below. The department cites violations of Florida's sanitation and safety laws, which are based on the standards of U.S. Food and Drug Administration's Food Code. High Priority violations are those which could contribute directly to a foodborne illness or injury and include items such as cooking, reheating, cooling and hand-washing. Intermediate violations are those which, if not addressed, could lead to risk factors that contribute to foodborne illness or injury. These violations include personnel training, documentation or record keeping and labeling. Basic violations are those which are considered best practices to implement. While most establishments correct all violations in a timely manner (often during the inspection), the division's procedures are designed to compel compliance with all violations through follow-up visits, administration action or closure when necessary.

| Violation | Observation |
|---|---|
| 32-04-4 | Basic - Bathroom located inside establishment not completely enclosed with tight-fitting, self-closing doors. |
| 29-18-4 | Basic - Drain cover(s) missing. Drain cover for mop sink, handwash sink and 3 bin sink drain area missing. Operator has one available, needs to install it. |
| 33-14-4 | Basic - No Dumpster on site at this time. Owner must obtain a dumpster prior to opening. |
| 31B-04-4 | Basic - No handwashing sign provided at a hand sink used by food employees. Several locations. |
| 33-33-4 | Basic - Unused equipment/supplies present. Chest freezer, sink and trash on property. |
| 14-06-4 | Basic - Wood food-contact surface not properly sealed. Shelving at front counter all of plywood/particle board. |
| 27-16-4 | Intermediate - Hot water not provided/shut off at employee handwash sink. Employee restroom in kitchen area. |
| 16-35-4 | Intermediate - No chlorine chemical test kit provided when using chlorine sanitizer at three-compartment sink/warewashing machine. **Corrected On-Site** |
| 51-16-5 | Intermediate - No plan review submitted and approved - facility planning on using outdoor smoker/grill. Advised to send picture etc to plan review for okay. |
| 53A-06- | Intermediate - No proof of a certified food manager for the establishment at the time of the licensing inspection. A list of accredited food manager certification examination |

| | |
|---|---|
| 5 | providers can f[illegible]d at http://www.myfloridalicen[illegible]c[illegible]/dbpr/hr/food-lodging/managercertification.html. |
| 53B-07-4 | Intermediate - No proof of required state approved employee training provided at the time of the licensing inspection. To order approved program food safety material, call DBPR's contracted provider: Florida Restaurant and Lodging Association (SafeStaff) 866-372-7233. |

New Search

1940 North Monroe Street, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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# NOTICE TO APPEAR

IN THE COUNTY COURT, IN AND FOR ST. LUCIE COUNTY, FLORIDA
FORT PIERCE POLICE DEPARTMENT

| AGENCY CASE NUMBER | COURT CASE NUMBER | TODAY'S DATE | ZONE |
|---|---|---|---|
| 15-09-00526 | | 09/19/2015 | 130 |

In the name of St. Lucie County, Florida: The undersigned certifies that he/she has just and reasonable grounds to believe, and does believe that: On

| DAY OF THE WEEK | MONTH | DAY | YEAR | MILITARY TIME |
|---|---|---|---|---|
| Saturday | 09 | 19 | 2015 | 0230 |

| LAST NAME, FIRST NAME, MIDDLE NAME | ALIAS/MAIDEN NAME |
|---|---|
| Wilson, Darrell Lee | |

| ADDRESS CITY, STATE ZIP | HOME PHONE |
|---|---|
| 4104 Avenue R, Fort Pierce FL 34947 | |

| DATE OF BIRTH | RACE | SEX | HEIGHT | WEIGHT | HAIR COLOR | EYE COLOR | SOCIAL SECURITY | WORK PHONE |
|---|---|---|---|---|---|---|---|---|
| 10-08-1964 | b | m | 5-10 | 200 | Black | Brown | | |

| DRIVER'S LICENSE NUMBER | STATE | OCCUPATION/EMPLOYER |
|---|---|---|
| W425-172-64-368-0 | FL | Owner of Wilson's Game Room |

**At (location):** 1101 Avenue D FORT PIERCE, FL

In St. Lucie County, Florida, committed the following offense(s):

| | CHARGE | STATE STATUTE / ORDINANCE |
|---|---|---|
| 1 | City Ordinance 3-13 Bottle Club | 3-13 |
| 2 | | |
| 3 | | |

Facts of the offense:

On 09-19-2015 at approximately 0230 hours, I (Officer MacCarthy) along with Sgt. Smith and Sgt Grecco responded to 1101 Avenue D in reference to a large crowd gathering.
Once on scene we made contact with the business owner who identified himself as Darrell Wilson. We asked Mr. Wilson to provide his business license. Mr. Wilson directed us inside the business to find his license. While inside Officer Lentz observed an iced cooler with approximately 12 beers and 6-7 alcoholic wine coolers. On the bar was several mixers with small cups. Mr. Wilson's license clearly states no alcohol on the premises. Due to the alcohol located behind the bar, along with the mixers and cups it was determined that Mr. Wilson was operating a "Bottle Clup" which is in direct violation of City Ordinance 3-13. Mr. Wilson was issued a Notice To Appear with a court date of 10-28-2015 at 0900 hours before Jdg Barnes. Mr. Wilson was provided a copy of the Notice To Appear and later released.

THUMB PRINT



| OFFICER'S NAME | ID NUMBER | EMP. NUMBER |
|---|---|---|
| K. MacCarthy | 525 | 8640 |

You must appear in County Court at The St. Lucie County Courthouse locatedat 218 S. 2nd Street, Fort Pierce, Florida on 10-28-2015 AT 0900 in front of Judge Barnes

I AGREE TO APPEAR AT THE TIME AND PLACE DESIGNATED ABOVE TO ANSWER TO THE OFFENSE(S) CHARGED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT, THAT I MAY BE HELD IN CONTEMPT OF COURT AND THAT A WARRANT FOR MY ARREST SHALL BE ISSUED.

SIGNATURE OF DEFENDANT

SCHEDULE OF WITNESSES AND EVIDENCE

| CO-DEFENDANTS N/A | CO-DEFENDANTS N/A | | |
|---|---|---|---|
| TANGIBLE EVIDENCE & VALUE 1 | OBTAINED FROM: | FIRST RECEIVED BY: | GIVEN TO: |
| TANGIBLE EVIDENCE & VALUE 2 | OBTAINED FROM: | FIRST RECEIVED BY: | GIVEN TO: |
| TANGIBLE EVIDENCE & VALUE 3 | OBTAINED FROM: | FIRST RECEIVED BY: | GIVEN TO: |
| WITNESS NAME: 1 | ADDRESS | | HOME PHONE |
| EMPLOYER | SUMMARY OF TESTIMONY | | BUSINESS PHONE |
| WITNESS NAME: 2 | ADDRESS | | HOME PHONE |
| EMPLOYER | SUMMARY OF TESTIMONY | | BUSINESS PHONE |
| WITNESS NAME: 3 | ADDRESS | | HOME PHONE |
| EMPLOYER | SUMMARY OF TESTIMONY | | BUSINESS PHONE |

RECEIVED
SEP 24 2015
CODE ENFORCEMENT
CITY OF FT. PIERCE

I swear the above and attached statements are true and correct to the best of my knowledge and belief. I further certify the foregoing contains the complete list of witnesses and evidence known to me.

8640
INVESTIGATING OFFICER'S SIGNATURE ID/EMP.

Sworn and subscribed before me the undersigned authority, this 19 day of September 2015

SIGNATURE (LEO / ASA / NOTARY)

# INCIDENT/INVESTIGATION REPORT

| | |
|---|---|
| Agency Name | *Fort Pierce Police Department* |
| ORI | *FL 0560100* |
| Case# | *15-09-00526* |
| Date / Time Reported | *09/19/2015 02:30 Sat* |
| Last Known Secure | *09/19/2015 02:30 Sat* |
| At Found | *09/19/2015 02:30 Sat* |

**INCIDENT DATA**

| Location of Incident | Premise Type | Zone/Tract |
|---|---|---|
| *1101 Avenue D, Fort Pierce FL 34950-* | *Other - Non Residential* | F130 |

| | Crime Incident(s) | | Weapon / Tools | Activity |
|---|---|---|---|---|
| #1 | *Ordinance Violation XOP* | (Com) | *NOT APPLICABLE* | |
| | | | Entry / Exit / Security | |
| #2 | Crime Incident | ( ) | Weapon / Tools | Activity |
| | | | Entry / Exit / Security | |
| #3 | Crime Incident | ( ) | Weapon / Tools | Activity |
| | | | Entry / Exit / Security | |

MO

**VICTIM**

# of Victims *1* | Type: SOCIETY/PUBLIC | Injury: | Domestic: N

| | Victim/Business Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| V1 | *State Of Florida* | *1,* | | | | | *N/A* | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

| VYR | Make | Model | Style | Color | Lic/Lis | VIN |
|---|---|---|---|---|---|---|
| | | | | | | |

**OTHERS INVOLVED**

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: | Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

Type: | Injury:

| Code | Name (Last, First, Middle) | Victim of Crime # | DOB / Age | Race | Sex | Relationship To Offender | Resident Status | Military Branch/Status |
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| | | | | | | | | |

Home Address | Home Phone

Employer Name/Address | Business Phone | Mobile Phone

**PROPERTY**

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
("OJ" = Recovered for Other Jurisdiction)

| VI # | Code | Status Frm/To | Value | OJ | QTY | Property Description | Make/Model | Serial Number |
|---|---|---|---|---|---|---|---|---|
| *1* | *07OE* | *EVID* | *$0.00* | | *1* | *COMPUTER DISC/CD/DVD/USB DRV* | | |
| *1* | *07OE* | *EVID* | *$0.00* | | *1* | *COMPUTER DISC/CD/DVD/USB DRV* | | |
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Officer/ID# *Maccarthy, Kyle (DIS2) (8640)*

Invest ID# *(0)* | Supervisor *(0)*

Status | Complainant Signature | Case Status *Cleared By Arrest* *09/19/2015* | Case Disposition: *Notice To Appear* *09/19/2015* | Page 1

Draft Only

*Fort Pierce Police Department*

Case# *15-09-00526*

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

| | UCR | Status | Quantity | Type Measure | Suspected Type | Up to 3 types of activity |
|---|---|---|---|---|---|---|
| DRUGS | | | | | | |
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Assisting Officers

Suspect Hate / Bias Motivated: *None*



NARRATIVE

Ordinance Violation. Officers responded to 1101 Avenue D in reference to a large crowd gathering. Buisness was found to be in violation of City Ordinane 3-13. NTA Issued.

Draft Only

On 09/19/2015 at approximately 0230 hours, I (Officer MacCarthy) along with Officer Lentz, Sgt. Smith and Sgt. Grecco responded to 1101 Avenue D in reference to a large crowd gathering.

Once on scene we made contact with the business owner who identified himself as Darrell Wilson. We asked Mr. Wilson to provide his business license. Mr. Wilson directed us inside the business to find his license. While inside Officer Lentz observed an iced cooler containing approximately 12 beers and 6-7 alcoholic wine coolers. On the bar were several mixers with small cups beside it. Mr. Wilson`s license clearly states no alcoholic beverages on the premises. Due to the alcohol located behind the bar, along with the mixers and cups it was determined that Mr. Wilson was operating a "Bottle Club", which is in direct violation of City Ordinance 3-13. Mr. Wilson was issued an NTA on scene and later released.

Video footage of the business was taken and later submitted into evidence.

Pictures of the alcohol were taken and also submitted into evidence.

Nothing Further.



Draft Only

# Incident Report Suspect List

*Fort Pierce Police Department*

OCA: *15-09-00526*

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Name (Last, First, Middle)<br>*WILSON, DARRELL LEE* | | | | | Also Known As | | | | Home Address<br>*4104 AVE R*<br>*FT PIERCE, FL 34947*<br>*772-882-0433* | |
| | Business Address | | | | | | | | | | |
| | DOB. | Age | Race | Sex | Eth | Hgt | Wgt | Hair | Eye | Skin | Driver's License / State. |
| | *10/08/1964* | *50* | *B* | *M* | *N* | *510* | *230* | *BLK* | *BRO* | *DRK* | *W425172643680 FL* |
| | Scars, Marks, Tattoos, or other distinguishing features | | | | | | | | | | |

| *Reported Suspect Detail* | Suspect Age | Race | Sex | Eth | Height | Weight | SSN |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

| Weapon, Type | Feature | Make | Model | Color | Caliber | Dir of Travel<br>Mode of Travel |
|---|---|---|---|---|---|---|
| | | | | | | |

| VehYr/Make/Model | Drs | Style | Color | Lic/St | VIN |
|---|---|---|---|---|---|
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Notes

Physical Char

Draft Only

MINUTES OF A REGULAR MEETING OF THE SPECIAL MAGISTRATE BOARD OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9:00 A.M. ON TUESDAY, SEPTEMBER 15, 2015.

| | |
|---|---|
| Present: | Frank M. Blandino |
| Staff Present: | Margaret M. Arraiz, Code Compliance Manager |
| | Colleen Greer, Secretary to the Special Magistrate |
| | Isaac Saucedo, Code Enforcement Officer |
| | Steve MCain, Asst. City Attorney |
| Attendees: | Police Officer Juan Alverez |
| | Police Officer Kyle MacCarthy |
| | Sargeant James Grecco |
| | Sargeant Jon Smith |
| | Sargeant John Schramm |
| | Linda Cox, CFP City Clerk |
| | Rebecca Grohall, CFP Planning Manager |

**1. CALL TO ORDER:**
**9:00 AM**

**2. PLEDGE OF ALLEGIANCE**

**3. ADMINISTRATIVE BUSINESS**

**A. ADMINISTRATION OF OATH TO DEPARTMENTAL WITNESSES:**
Margaret Arraiz

**B. IDENTIFICATION OF CASES IN COMPLIANCE OR RESCHEDULED**

**4. PUBLIC HEARINGS - VIOLATION CASES**

0.

| | | | |
|---|---|---|---|
| 15-1548 | 1721 Avenue D | Hillengas / Barnett | Isaac Saucedo |

| | | | |
|---|---|---|---|
| Case Initiated: | September 11, 2015 | Type of Presentation: | Emergency Action |

| | |
|---|---|
| OWNER:<br>Joseph Hillengas<br>9201 122nd Way North<br>Seminole, FL 33772 | OCCUPIED BY:<br>The Spot Jamaican Restaurant<br>Vincent Barnett<br>1721 Avenue D<br>Fort Pierce, FL 34950 |

Section 9-27 (C) - Delinquent business tax receipt; doing business without a receipt; receipt obtained by fraud; enforcement

Any person who engaged in any trade, business, profession or occupation within the city without a receipt, or under a receipt issued upon false statement made by said person or in his behalf, shall be subject to prosecution pursuant to Chapter 2, Article XIII (Municipal Code Enforcement Board) or Chapter 2, Article XIII.5 (Supplemental Municipal Code Enforcement Procedures). In the event you are found in violation of section 9-27 (b) for doing business without a business tax receipt, all utility services to the business premises will be suspended while the violation continues.

Margaret Arraiz read the facts of the case for the record. She stated that the case was initiated September 11, 2015 and was being brought before him today for emergency action. The violations are section 9-27 (C) for delinquent business tax receipt, doing business without a receipt, receipt obtained by fraud or enforcement. She presented the City of Fort Pierce Business Tax Receipt which was marked as Exhibit 1. It shows the classification of The Spot Jamaican Restaurant as "cafe/restaurant 1-10 seats which was approved to 12 seats tl Jamaican food, no alcohol on premises, requires State license issued on May 29, 2015 and valid until September 30, 2015." We have received several complaints for weeks from the Police Department that there have been activities happening at the location that are outside what the business tax receipt granted. When she was at the location assisting in the serving of notice she saw a glass that had a liquid in it that looked like and smelled like beer in it sitting on the counter. Ms. Arraiz explained to Mr. Barnett that he is not permitted to have alcohol on the premises at all. Mr. Barnett stated to her that he does not serve it, and she explained to him again that he was not allowed to have alcohol on the premises at all.

Vincent Barnett came forward and was sworn in for testimony. Mr. McCain asked Mr. Barnett if he was disputing the charges and he said yes he was. He stated that he was licensed for 12 chairs but he was told by the license department that it could change to 1-25 chairs. He stated that he decided to stay open late to serve people who were coming from the Sunrise Theater and other places and the downtown restaurants were closed. When he started staying open late, he asked Charles Johnson and another man to take care of the night shift. He said that he started getting complaints from Mr. Johnson that the police were giving him a hard time about the number of people in and out of the building at one time. He asked Mr. Johnson if he was serving alcohol and he was told no. Mr. Barnett said he told Mr. Johnson "do not serve any alcohol". He said he does not sell or serve alcoholic drinks to anybody.

Special Magistrate Blandino said Ms. Arraiz stated that she smelled what she thought was beer in a glass sitting on the counter and the beer is not allowed on the premises. Mr. Barnett said that this was "his" glass and until Ms. Arraiz came in he did not know that he wasn't allowed to have his own beer on the premises. He said he did buy a beer from across the street and poured it into a glass and wasn't disputing that it was on the counter but it was for his personal use. But he does not sell or serve beer or other alcohol at his restaurant. SM Blandino said he understands that even if there has been alcoholic beverages served or sold before and Mr. Barnett says he will no longer do this, that's not the only issue being brought before him today.

Ms. Arraiz asked Mr. Barnett about the complaints that has been made that there is alcohol on the premises at night and whether he disputes this complaint? He stated that he was not aware of any alcohol being on the premises at night. He stated that he told Mr. Johnson there would be no alcohol on the premises. He said he told the police if they caught somebody drinking "arrest him".

Mr. McCain asked Mr. Barnett if he was trying to tell the Special Magistrate the he has the authority to have 25 seats in the cafe. He said it was with the license department when he went

for the plan review. They asked if he had 25 seats or less and he said less than 25. Mr. McCain asked if this was with the licensing process of the city or the State. Mr. Barnett said both. Mr. McCain asked what came first the license with the city or the State. Mr. Barnett said he could apply with the city first but they won't give it until the State approves theirs. Mr. McCain asked Mr. Barnett if at any time he indicated to the city or the State that he intended to have alcohol consumed at the business premises. Mr. Barnett stated that he did intend to apply for the license, and although he never did get it, he had to put on the license that he intended to. The State told him until he gets the license he can't serve any alcohol on the premises and he agreed to that. Mr. McCain asked if he was in the process of applying for a permit or license that will allow him to serve liquor and he stated that he had the intent to do this but money was tight right now. Mr. McCain asked him if he disputed the Business Tax Receipt showing that it states "no alcohol on premise, reqs. State license"? He said it originally said no selling of alcohol and the only alcohol he had on the premises was the Busch beer he had poured for himself. Mr. McCain asked him to read the line again because it doesn't say anything about selling but that there is to be no alcohol on the premises. Mr. Barnett asked for his glasses and read the line again where he agreed it says "no alcohol on premise, reqs. State license". Mr. McCain asked if it is his testimony today that there has been or has not been alcohol on the premises since obtaining the Business Tax Receipt from the City approximately 2 months ago. Mr. Barnett stated that he brought the beer onto the premises but he is not aware of any alcohol being on the premises. He stated that he was applying for a beer and wine license, not one serving alcohol. This would allow him to sell beer and wine if they buy a dinner but no alcohol was permitted. He didn't think they were referring to beer as alcohol. He thought alcohol license and beer license were two different kinds of license. McCain asked if it was his testimony that he has never seen people consuming alcohol at his business establishment. Mr. Barnett said he has seen people go across the street and buy beer and go into the parking lot and drink the beer. He sees them drinking all day long. Mr. McCain asked Mr. Barnett what time his business opens and he stated that he opens from 9:00 am and he's there until 11 or 12 o'clock, then Charles Johnson and the man who got shot comes in to do the cooking and stays until they close.

Mr. McCain asked about the shooting that took place at his establishment. It took place on Thursday night, September 11 but he wasn't there. Mr. McCain asked if he would describe the inside of the structure. He doesn't know about the square footage but when you come in through the main door you will find 3 table and 6 chairs. Also, there is the counter and 3 steps up is the kitchen. He was asked if he serves meals on dishes and drinks in glasses. Mr. Barnett said he uses Styrofoam plates and 16 oz. and 12 oz. plastic cups. He sells whichever soda is on sale. Mr. McCain asked if he sells things that can be used as a mixer with alcoholic beverages. He said he sells Coke; 7-up whatever is on sale. Mr. McCain asked him if the seating was only for the inside or if he allowed them to sit outside also. Mr. Barnett asked the City about seating outside and they said the seating is away from the traffic so no one would be at risk of getting hit by traffic so it is possible for them to sit outside but he hasn't done this yet. Sometimes he puts 1 table and maybe 3 chairs outside; depending on who is sitting there. Mr. McCain asked about the people being served mostly inside the structure. He was told that most people come in and pick up their food and leave. Very few come in and sit down to eat. He was asked what were the most people that have been there at one time and he stated around 60 but most of them are waiting on food and dancing. He's only been there a few times at night to witness this. Some inside and some outside but no one was sitting, just standing. He was asked how close his establishment was to other residents and he said they were across the street, down the street and there's an apartment right next to the building. He was asked if he was open until 4:00 am but he said he doesn't close at night but Mr. Johnson does stay late and possibly all night. He was asked what time the shooting took place and he said he thought it was around 3:00 am. Mr. McCain stated that Mr. Barnett actually has no idea if alcohol is being consumed on the premises and that he is in no position to dispute whether alcohol is being consumed at the business premises or not. He stated that he did not know but he has told Charles not to sell alcohol on the premises. He was asked if he was aware of the number of

complaints that the City has received over the last couple of months concerning his business establishment. He said not officially. He was asked if he sought assistance from City law enforcement to help clear out some of the people who are on his business establishment during the early morning hours. He said he has talked with some of the officers about this and if they see them breaking the law take them to jail.

Charles Johnson was sworn in for testimony. Ms. Arraiz asked Mr. Johnson to tell the Special Magistrate what happens between midnight and close at this location. Mr. Johnson said they had a couple of parties which he had asked the City for permission. The City told him as long as there was no alcohol on the premises, they didn't see a problem. He said they had a garbage can out front of the entryway and if people had alcohol on them, they had to throw it away before entering the building. He said they do not promote alcohol, only food. They provide a little bit of music while waiting for the food. If we're told to turn the music down, we turn the music down. He said anywhere they gather they need the police because there are a few bad people around. He said when they first opened they had a couple of parties, but was told at City Hall that they could have no more. He said he didn't know what was in the cups but they could not take the cups inside the building. He said all the other establishments are capitalizing on the midnight money and if they are doing something wrong they want to rectify it. They need to be there to run the bad guys off. If you tell us not to do something, we're not going to do it. They're not here to fight or argue with the Police or City Hall. He said they were ignorant to the fact that they can't have parties, but they'll do whatever we want them to do.

Steve McCain said he wasn't aware of the parties and asked when they took place. Mr. Johnson said they had a couple of parties four-five weekends ago. Mr. McCain asked if alcohol was served and Mr. Johnson said no alcohol was served but the people came to the café with alcohol. He said Officer Lynch comes inside the building and gets to know the people who go there. Mr. Johnson said they had a mixed drink called the "blue m----r f-----r"; this was a "hunch punch" that is served at parties. Mr. McCain asked if this drink included alcohol and he said yes, a little vodka, fruit punch, some Kool-Aid; it's a mixture of things. Mr. McCain asked if this was the first party in July and if Mr. Barnett knew about the alcohol being served. Mr. Johnson said he did not know. Mr. McCain asked about the second party and Mr. Johnson said he felt like we were trying to catch him in a "catch 22". Mr. McCain said that was not his intent; we are trying to find out if Mr. Barnett knew about the alcohol being served at the café.

Mr. McCain asked if he called 911 to have the police department remove the people who were consuming alcoholic beverages off the premises. Mr. Johnson said no, they didn't do that; but he did tell Mr. Barnett the next day that they had problems with the police who were there and saw all the cups and stuff. Mr. McCain asked where the cups were and he said they were on the ground. Mr. McCain asked if he went inside the business and bought a cup of ice and if he went outside and sat at one of the tables and poured himself a drink it would be like operating a bottle-club. Mr. Johnson said before all of this came up, we probably would have said yes, but they're not selling it to you. If you come in and buy a dinner and ask for a cup of ice, he's not going to follow you out the door to see what you pour in that cup of ice. Mr. McCain asked again why he wouldn't follow him outside to make sure he didn't consume alcohol on the premises. Mr. Johnson said if you're a stranger I might go and try to feel you out but if you're a regular person and I see you doing that I'm going to probably turn a "blind eye". But people aren't coming in and buying our cups; they're coming in with Styrofoam cups. He said everything about this hearing is assuming. Mr. McCain said, no you're being truthful at this hearing and Mr. Barnett doesn't know anything about you serving alcohol at this party in July.

Mr. McCain asked who Mr. Swoope was and Mr. Johnson said he's a business partner. He's the person who was shot last week. He was in the building and we didn't hold back any information about who shot him. It was his girlfriend and there had been a lot of complaints made about her but because she's a female they didn't do anything about it.

Mr. Johnson added that they went to the building department to find out what they needed to do to accommodate his customers. They told them to contact the fire marshal and have him measure the space and give them a capacity level of how many people could be in there. She said they could have 95 people without the chairs and tables.

Ms. Linda Cox, City Clerk, was sworn in to explain the process for expanding seats at the business. Currently, the Spot Jamaican Restaurant is approved for a 12 seat café/restaurant. If they wish to expand they will have to go to the State and get a permit approved for expansion. The City only taxes the business and whatever they approve for the business tax receipt must mirror what the State does. The City does not have the ability to allow him to expand his business unless the State first comes in and says it is okay. Mr. McCain asked if anyone applying for a business, if the City Clerk's office conducts the investigation and if it's sent to other departments for comment? Ms. Cox explained that the Planning and Zoning Department signs off on any application to insure that the venue where the business is proposed is zoned for that use and if any restrictions are being met. It then goes to the Building Department who does an inspection to make sure everything is where it's supposed to be and everything is in working condition. Basically that the building has been approved for the use it's applying for. Mr. McCain asked if an applicant wanted to be able to serve alcohol does it follow the same procedure and would it also need documentation from the State? Ms. Cox confirmed that the City Clerk's office will not process any application until the State license is approved and in place.

Rebecca Grohall, Planning Department Manager, was sworn in to explain the procedure prior to the State and alcohol licenses being approved. The alcohol license process includes obtaining the license application from the State. There's a number of sign-offs required such as Revenue, Planning & Zoning, etc. The Planning & Zoning makes sure it complies with the State regulation as well as the City. The City regulations are outlined in Chapter 3 of the City's Code of Ordinances. Ms. Arraiz asked how the seating works in comparison to the fire department. The fire department gives maximum seating level but it doesn't have any bearing on what they get the license for from the State. The Planning & Zoning Department measures out the square feet, takes into consideration for bathrooms, cooking area, etc. They take into consideration the parking area and how much is needed for their patrons at one time. Many of the locations are authorized for the number of patrons based on the amount of parking they are able to provide. Ms. Arraiz asked if seating outside is applied to their seating quota and Ms. Grohall said absolutely, the seating outside, if they're not taking away from the parking or their setbacks they can utilize that but it actually depends on the parking requirements. Mr. McCain asked if there was alcohol thrown into the picture, whether there would be additional requirements. Ms. Grohall said there would be, such as distance requirements, requirements you can't be 1600 ft. away from a church or a school, or another business establishment, etc. Typically if they want to serve alcohol it is for the inside part of building, if they want to serve outside, there are other regulations. Bringing alcohol onto the premises without an alcoholic beverage license is typically known as a bottle club and since 1982 the City has prohibited bottle clubs.

Officer Juan Alvarez, Fort Pierce Police Department, was sworn in for testimony. He stated in the past couple of weeks he has been receiving phone calls from residents in the area of the restaurant claiming vehicles were parking in resident's parking spaces and local businesses' parking areas. Because it was difficult to locate the owners of the vehicles, he issued parking tickets. Approximately 10 were issued between August 21 and August 22. Ms. Arraiz asked the officer if he has ever seen any drinking alcohol or any evidence of alcohol being on the premises. He said along the parking area he has seen several bottles of liquor, empty beer cans, people walking out of the club with a plastic cup and he noticed a strong smell of alcohol when he asked if there was alcohol and of course they said no but under his experience he could tell the smell of alcohol which was coming from the cup. Ms. Arraiz asked him if he has

been inside the business while it was operating and he said yes, he did notice the plastic cups along the countertops having the same smell of alcohol.

Officer Kyle MacCarthy, Fort Pierce Police Department, was sworn in as a witness. Ms. Arraiz asked the officer to describe what he has seen at this location. He said over the past few weeks he has seen a lot of empty cups on the ground that have remnants of alcohol inside of them. He has not been inside the club. The only two times he has attempted to enter, the doors have been closed and locked on them. He has had reports to go out for more than 20 calls in the past couple of months for loud music, gang members hanging out, and fights in progress, large crowds, illegal parking and alcohol being served on the premises. He and his partners have done over 43 "park and walks", which is where an officer walks around the business to insure they are up to code and there is no illegal activity going on. At that time there are 4 to 5 officers conducting these park and walks due to the fact that there is such a large amount of people at the property. Ms. Arraiz asked if the City Code definition for a bottle-club "facilities for consumption of alcoholic beverages by a patron on premises but not licensed to sell alcoholic beverages without regard to whether they are required to be a member of the club" applies to this location and he said absolutely. Mr. McCain asked if the officer has seen any cooking going on in the establishment. The officer said he didn't see a single plate of food at this place.

Sergeant James Greco, Fort Pierce Police Department, was sworn in as a witness to what he has seen taking place at this particular location. He said he has seen the empty plastic cups and the large crowds. They have recovered a gun from the side of the building after receiving a call that there were guns inside, illegal parking, he's been in the business and has never seen a plate of food but seen plenty of cups sitting around. He told Mr. Johnson that he has too many people inside the building. He said there were cups all over the floor and it's always the same answer "we don't allow it here, we can't stop everything, and we're trying". There's a closet right behind the counter where the cups are stacked, all kinds of juices, sodas, bottles of water, stir sticks, coolers filled with ice are present. He has never seen any sign of food in the place. Ms. Arraiz asked if the definition of a bottle club that she read earlier is in his opinion what kind of business is taking place there. He said it's either a bottle club or they're actually selling liquor. They have received an anonymous phone call that the business is charging a $20.00 cover charge and the patron can drink all they can drink. Mr. McCain asked if the officer has ever seen any takeout food and he stated that he has never seen any food of any kind being served. Actually the night of the shooting he didn't even see an oven on. At night time, the lights go off, the strobe lights come on, the speakers come on. It's not run as a restaurant. It's run as a nightclub.

Sergeant Jon Smith, Fort Pierce Police Department, was sworn in as a witness to tell his experience at this location. He said his shift transferred to weekend night shifts the first week of August. Ever since then, they have had calls for disturbances every Friday and Saturday night. There weren't just two parties; they held parties every Friday and Saturday night up until this past week. The place has been packed wall to wall. He has seen the plastic cups inside and out. He has seen one plate of food but it was bought from the Chinese place down the street. Every time they go there, the parking up and down 18 th Street residential areas is out of control. That is why he assigns Officer Alvarez to issue parking tickets and begins to clear out the neighborhood. The 3 times he has been in the business he has observed a large stereo system that takes up half the back wall, the lights are off, the strobe lights are on and he hasn't seen a single plate of food come out of the restaurant after 2:00 am. Ms. Arraiz asked if it's his opinion that a bottle club is being operated at this location and he said yes.Mr. McCain asked if the sergeant has ever experienced any difficulties getting into the building and if so, what were the circumstances and when. He stated two weeks ago on a Thursday he went to the business around 2:00 am to make sure they were in compliance because Sergeant Grecco and him had talked to Mr. Barnett and Mr. Johnson earlier about getting into compliance, getting with the City to get the proper license. He noticed that the music was playing, the lights were on, and the gentleman known as Mr. Swoope, who was also the victim of the shooting last week,

attempted to close the door in his face and lock it. He informed Mr. Swoope that he couldn't do that and he needed to check on the license. He did check on the license which still stated seating for 12 and the officer informed him until he heard different from the state he could only have 12 people inside the building at one time.

Mr. McCain stated that Ms. Arraiz had offered into evidence a copy of the business tax receipt. He asked if she also had a copy of the license that has been issued by the state. She said yes and offered that into evidence also. She said there is no mention of alcohol being permitted for consumption at all and the seating is for up to 12 people at one time. He asked if she has communicated with any one from the DBPR. She said she has talked with Ed Weimer, the area supervisor. He advised her that they did not have an alcohol license and in order to change the seating from 12 to even 13 or more they would receive an application from the State which would have to go to our Planning and Zoning to be approved for any increase which also includes seating for the outside of structure anywhere including the parking lot.

Mr. Barnett stepped forward and continued his testimony to address some of the things that had been previously mentioned. He wanted to answer the officer who said there was no food but he said he does cook and sell food. SM Blandino said maybe he does in the day time but not at night. How can you serve food when there's nothing but music and strobe lights? He said it sounds to me like a bottle club. He said every officer talked about the smell of alcohol coming from the cups but that there was no sign of food or plates the feed were served on. SM Blandino said problems don't happen because of food, it begins when there is alcohol on the premises. If he's not serving food after 12:00 midnight he shouldn't be open because it now sounds like a bottle club.

Ms. Arraiz asked the Special Magistrate to find that a violation does exist. Any future events, starting now, of alcohol being found on the premises would be in violation of the business tax receipt and at that point a fine of $250.00 a day begin accruing and the utilities to be turned off. From this moment forward if alcohol is found in the parking lot or in the building at that point they are in violation of your order and we will request a fine be started and the utilities turned off.

Mr. McCain stated when it came to his attention, hopefully the alleged violators come into compliance and this proceeding today is without prejudice to the City and with the reservation of its rights to file additional charges of violations of our Code. It could have been done today including Section 16-48 of the Code of Ordinances, Nuisance as an Object. However, depending upon your Honor's ruling we'll get Mr. Barnett's attention and things will come into compliance. If not, the City is prepared to proceed.

SM Blandino said he was going to grant the City's request and serve notice that if the police department sees any evidence whatsoever of alcohol on the premises, they will inform the Code Enforcement Department who will enforce my ruling about the fines and notify the utilities company to turn off all utilities to the building.

Motion was made by Frank M. Blandino that THE SPOT JAMAICAN RESTAURANT/VINCENT BARNETT has been:

1. allowing alcohol to be consumed on the business premises.
2. operating without a valid Business Tax Receipt from the City of Fort Pierce or from the State of Florida.
3. allowing the business at said premises to be operated essentially as a "bottle club" and this is not allowed within the City under, Chapter 3 of the City's Code of Ordinances.

4. a location in which complaints of disturbance have been received from others, and, on or about September 11, 2015, a representative of the Violator was injured in a shooting which took place on or about said premises.

This action and this Order is without prejudice to and with reservation of rights of the City to pursue any additional remedies if such activity persists or reoccurs, including remedies to abate or enjoin a nuisance. In the event such activity of allowing alcohol to be consumed on the premises without a valid Business Tax Receipt from the City and license from the state persists or the violation reoccurs at any time hereafter, there shall be imposed a fine pursuant to Florida Statute 162.09 at a daily, cumulative rate of $250.00 and all utilities to said premises shall be subject to being immediately discontinued or suspended until the Violator is eligible for and receives a valid Business Tax Receipt from the City and license from the State of Florida that permits such activity (i.e. allowing alcohol to be consumed on said premises).

5. **PUBLIC HEARINGS - MASSEY HEARINGS (FINE REDUCTIONS)**

6. **PUBLIC HEARINGS - LIEN REDUCTION REQUESTS**

7. **REQUEST FOR EXTENSION OF TIME**

8. **NEW BUSINESS**

9. **OLD BUSINESS**

Respectfully submitted:

_____

# SPECIAL MAGISTRATE
# CITY OF FORT PIERCE, FLORIDA

SM CASE # 15-1548

RE: Violation of Section(s): 9-27C Delinquent business tax receipt; doing business without a receipt; receipt obtained by fraud; enforcement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4112324 09/18/2015 at 09:16 AM
OR BOOK 3789 PAGE 215 - 216 Doc Type: ORD
RECORDING: $18.50

Violator: THE SPOT JAMAICAN RESTAURANT
VINCENT BARNETT
1721 AVENUE D
FORT PIERCE, FL 34950

Property Address: 1721 AVENUE D Tax ID #: 2409-601-0013-000/0
Legal Description: COURTNEY TERRACE S/D LOT 13-LESSST- (OR 3204-2645)

## ORDER DETERMINING VIOLATION

**THIS CAUSE** came before the Special Magistrate for hearing on September 15, 2015, pursuant to §162.07, *Florida Statutes,* upon the request of the Code Enforcement Officer under §162.06(4), *Florida Statutes.* The Special Magistrate, having heard and considered the testimony presented, having reviewed and considered the exhibits presented, and being otherwise advised in the premises, finds and determines that: (a) THE SPOT JAMAICAN RESTAURANT/VINCENT BARNETT (the "Violator") has been allowing alcohol to be consumed on the business premises at the above-described location without a valid Business Tax Receipt from the City of Fort Pierce, Florida (the "City") or license from the State of Florida, Department of Business and Professional Regulation, Division of Hotels and Restaurants (the "State") for such activity which is beyond the scope of and otherwise not permitted by the Business Tax Receipt issued by the City to the Violator on or about May 29, 2015, in violation of the City's Code of Ordinances specified above on said premises; (b) the manner in which the Violator has been allowing the business at said premises to be operated essentially represents a "bottle club", as such term is defined in, and not allowed within the City under, Chapter 3 of the City's Code of Ordinances; (c) such activity has caused complaints of disturbance from others, and, on or about September 11, 2015, a representative of the Violator was injured in a shooting occurring on or about said premises; and (d), this action and this Order is without prejudice to and with reservation of rights of the City to pursue any additional remedies if such activity persists or reoccurs, including remedies to abate or enjoin a nuisance. Accordingly, it is

ORDERED AND ADJUDGED that the Violator is in violation of the City's Code of Ordinances as specified above on the premises at the above-described location and that, in the event such activity of allowing alcohol to be consumed on said premises without a valid Business Tax Receipt from the City or license from the State persists or the violation reoccurs at any time hereafter, there shall be imposed a fine pursuant to §162.09, *Florida Statutes*, at a daily, cumulative rate of $250.00, and all utility services to said premises shall be subject to being immediately discontinued or suspended until the Violator is eligible for and receives a valid Business Tax Receipt from the City and license from the State that permits such activity (i.e., allowing alcohol to be consumed on said premises).

This Order may be recorded in the Public Records of the County and shall constitute notice to any subsequent purchasers, successors in interest or assigns wherein the violation concerns real property, and subsequent purchasers, successors in interest or assigns. If this Order is not complied with, then there shall be issued an Order pursuant to Florida Statutes 162.09 imposing the fine provided for herein against the Violator and granting such other and further relief as may be just and proper.

**The Violator may appeal the Special Magistrate's decision in this Order to the Circuit Court; provided, however, that, pursuant to §2-249 of the City's Code of Ordinances, any such appeal shall be filed within thirty (30) days of the date of this Order.**

**DONE AND ORDERED this** 18th **day of** September **, 2015.**

Frank Blandino, Special Magistrate

I HEREBY CERTIFY that a true and correct copy of this Order Determining Violation has been furnished by U.S. Mail to the Violator, The Spot Jamaican Restaurant/Vincent Barnett, at 1721 Avenue D, Fort Pierce, FL 34950; and to the Owner, Joseph Hillengas, 9201 122nd Way North, Seminole, FL 33772, on this 18th day of September, 2015.

Colleen Greer, Secretary to the Special Magistrate

File Name: C0060984.DOC

**Three-day Notice to Tenant to Comply or Vacate Premises**

Demand proof of Ownership and Violation of Business Use on Premises

SAINT LUCIE COUNTY, FLORIDA September 22, 2015

TO: Alia Qasem - President 103 SW Essex Drive, Port St Lucie Florida 34984, DBA "Hot Stop Food Mart, Inc."

You are hereby notified that you are in violation of your current lease as of September 11th, 2015 for operating your business without a proper business tax receipt and other articles violated includes (article 1.02, 1.03, 6.01, 6.02, 7.03, 9.02). The use of the premises located at 1710 Ave D, Fort Pierce Florida now occupied by you for serving alcohol on the premise and for sub-leasing the premises to Vincent Barnett and Charles Johnson without prior landlord approval. For not contacting the landlord or property manager when a violent crime was commended (shooting within the premises) on premise. As landlord I demand full compliance and/or possession of the premises within three (3) days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the following date **September 25, 2015**.

**Violations in Question:**

1.02. Lessee will use the space **exclusively** for operating and conducting the following business: Food Eatery (takeout) and Retail Grocery Store.

Lessee will not conduct any business or employ any merchandising methods that are not harmonious with the character of the premises. Going out of business sale, fire sales, serving alcoholic beverages and bankruptcy sales, for example, cannot be conducted on the leased premises without prior written consent of Lessor.

1.03. Lessee will not assign, sublease, or mortgage all or part of the space, nor permit concessions of any sort within space, without prior written permission of Lessor. And such assignments permitted by Lessor will not remove Lessee from responsibilities for duties and obligations contained herein. Lessee will reimburse Lessor for all professional fees incurred in connection with any assignment or subletting requested by Lessee. Any internal reorganization of Lessee as a business entity, or transfer of title or control so as to result in a substantial change from the original ownership of Lessee's entity, or any transfers occurring by operation of law constitute prohibited assignments. Permission to assign will not be unreasonably denied.

6.01. Lessee will comply with all governmental requirements respecting the conduct of business or use of the leased space in a timely and appropriate manner and at its sole cost and will pay and be solely responsible for all tax levies, assessments, licenses, or fines set out by any such authorities directed to the conduct of such business, carrying of inventory, utilization or personnel, arrangements with suppliers or customers, or the like. If Lessee is notified of any violation of any such law, it will promptly give notice to Lessor.

6.02. If, during the term of this Lease or thereafter, any legal or administrative claim or action is brought against Lessor, Lessee, or both, arising out of this Lease alleging any violation of any provision(s) of the Americans with Disabilities Act (ADA) or damages arising from such violation(s), Lessee shall diligently defend such claim or action, shall hold Lessor harmless from and shall indemnify Lessor for any and all

claims, actions, fines, penalties, and damages and any one or more of them, including, without limitation, all attorneys' fees and costs, both at trial or hearing and upon appeal, if any is taken.

7.03. Lessee will place its business sign on the front marquee and exterior wall of the premises within forty-five (45) days of taking possession of the premises, provided such sign is in compliance with applicable law and Lessor's exterior sign criteria and provided Lessor gives written approval for such sign, which approval shall not be unreasonably withheld. A copy of the City business license and Insurance Certificate must be sent to the Property Manager within 10 days of occupancy.

9.02. Lessee will not keep, use, sell or offer for sale any article which may be prohibited by any insurance policy covering the premises. Nor will Lessee's use of the leased space in any manner resulting in cancellation, threatened cancellation, or reduction of coverage of any insurance policy on the premises be allowed to continue for more than 48 hours after notice. If Lessee fails to remedy these conditions, Lessor may, at its option, terminate this Lease or enter the premises and attempt to remedy condition, at Lessee's expense.

Landlords Name: Joseph and Diane Hillengas

I hereby certify that a copy of the following notice was served upon the above named tenant at the above address or CBC/ TJW Realty and/or emailed to the tenant on the following date: September 22, 2015 by the following means:

( ) Certified Mail - Return Receipt Requested

(x) Hand delivered to tenant

( ) Leaving a copy at the premises

( ) Sent email



Signature of Agent

# AFFIDAVIT OF COMPLIANCE
# SPECIAL MAGISTRATE
# FORT PIERCE, FLORIDA

**Book:3789**

**Page:215**

Case No: 15-00001548

1721 AVENUE D
PROPERTY ADDRESS

IN THE MATTER OF:

JOSEPH HILLENGAS
9201 122ND WAY NORTH
SEMINOLE, FL 33772

I, Mike Morabito, have personally examined the property described in the Special Magistrate's order dated September 15, 2015, in the above mentioned case, and find that said property is NOW in compliance with Section(s) 9-27C of the Code of the City of Fort Pierce, Florida, as of the 22nd day of January, 2016.

**STOP FINES:**

Mike Morabito, Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority, Mike Morabito, (personally known) and acknowledged that (he)(she) did execute the foregoing affidavit.

SWORN TO AND SUBSCRIBED before me this 22nd day of January, 2016.

Colleen Greer
NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

COLLEEN GREER
MY COMMISSION # EE 216024
EXPIRES: November 13, 2016
Bonded Thru Budget Notary Services

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4153141 01/25/2016 at 10:23 AM
OR BOOK 3829 PAGE 2813 - 2813 Doc Type: AFF
RECORDING: $10.00

File Name: C0063229

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

# AFFIDAVIT OF NOTIFICATION AND MAILING

I, the undersigned, do hereby declare that I did mail copies of a notice of public hearings to each owner of the property located, or having any part thereof, situated within five hundred (500) feet of any point of the property for which the request has been made and to the owner of the property for which the request has been made, as required by Chapter 22, Article X, Section 22-143 of the Code of Ordinances.

Project: Waiver of Distance – The Truth Restaurant – 1721 Avenue D

Staff Name: Vennis Gilmore, Planning Analyst

Staff Signature: _____

Date Mailed: April 24, 2019

Number of Mailed Letters: 78

**Attachments:**
Copy of notice of public hearings
Mailing list
Map of properties notified

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

## PUBLIC NOTIFICATION CERTIFICATION

**PROJECT NAME:** Waiver of Distance - The Truth Restaurant - 1721 Avenue D

**NOTICES PROVIDED PURSUANT TO:** City Code Section 22-143. Public Hearings A,B,C, & D

**NOTICE BY NEWSPAPER:** April 21st, 2019

**NOTICE BY MAIL:** April 18th, 2019

**NOTICE BY SIGNS:** N/A

**VERIFIED BY:** Vennis Gilmore **TITLE:** Planning Analyst

**SIGNATURE:** **DATE:** April 24th, 2019

1
DSV SPV3 LLC
16 Berryhill RD; Unit Ste 200
Columbia; SC 29210-6433

2
Rue L McGee
507 N 16th ST
Fort Pierce; FL 34950-7925

3
Helen Powell Evans (EST)
505 N 16th St
Fort Pierce; FL 34950-7925

4
Lloyd M Constant and Mary J Constant
2706 Atlantic AVE
Fort Pierce; FL 34947-3644

5
Doris Grey and Mary B Jones (EST)
11695 Spring Board DR
Jacksonville; FL 32218-7575

6
Mary Jones and Karen Jones (EST)
1610 Ave D
Fort Pierce; FL 34950-7905

7
1606 AVENUE D LLC
PO Box 1806
Fort Pierce; FL 34954-1806

8
Michael McGhee and Michelle McGhee
3801 NW 207th ST
Miami Gardens; FL 33055-1138

9
Carolyn Johnson and Mary Johnson and William Johnson Jr
440 N 17th ST
Fort Pierce; FL 34950-7963

10
Robert Michael Nebb
PO Box 211685
Royal Palm Beach; FL 33421-1685

11
Shade Holmes Jr and Dorothy N Holmes
3605 Ave N
Fort Pierce; FL 34947-1824

12
Buteau Morestant
1897 SW Idaho Ln
Port St Lucie; FL 34953-1532

13
JBM Properties LLC
12723 Ashley Falls DR
San Diego; CA 92130-2761

14
House Of God Trustees
PO Box 1714
Fort Pierce; FL 34954-1714

15
Norman Travis and Lola B Travis Sanders and Arthur Travis
731 Geranium Ave SW
Palm Bay; FL 32908-7460

16
Frank Wallace Jr and Octavia Y Wallace and Michael Wallace
435 N 16th St
Fort Pierce; FL 34950

17
Robert L Jones
PO Box 2583
Fort Pierce; FL 34954

18
Virginia Burns
433 N 16th St
Fort Pierce; FL 34950-7962

19
Josie B Jones (EST)
2005 N 46th St
Fort Pierce; FL 34947-1617

20
Betty Johnson
432 N 17th St
Fort Pierce; FL 34950-7963

21
Mary Broughton and Lyndia Jackson and Wendy M Johnson
428 N 17th ST
Fort Pierce; FL 34950-7963

22
Tonja Cunningham-Richardson
1228 UW Clemons Dr
Birmingham; AL 35214

23
Marc E Mereus
512 N 18th St
Fort Pierce; FL 34950

24
Pauline R Noble and Betty White
506 N 18th St
Fort Pierce; FL 34950-7938

25
ROAD TRIPZ LLC
5659 Whirlaway RD
Palm Beach Gardens; FL 33418-7736

26
Alia Qasem
103 SW Essex Dr
Port St Lucie; FL 34984-2236

27
Wael M Musaitef and Alia Qasem
1702 Avenue D
Fort Pierce; FL 34950-7945

28
FLORIDA PARAGUAY REAL ESTATE LLC
1615 Forum PL; Unit Ste 3A
West Palm Beach; FL 33401-2316

29
Jack Arias
3426 Dijon AVE
Ocean Springs; MS 39564-1411

30
Geneva Price (EST)
2100 Barcelona Ave
Fort Pierce; FL 34946-1326

31
Fannie Anderson
PO Box 3083
Junction City; KS 66441-6083

32
Etta Smith and Reatha B Holmes
PO Box 1594
Fort Pierce; FL 34954-1594

33
Alma B Lesesne
503 N 22nd ST
Fort Pierce; FL 34950-2721

34
Denton S Geohagan and Candance Brown-Geohagan
8650 Shadylake LN
Fort Pierce; FL 34947-1422

35
Alba L Torres
6704 South Parkway Dr
Margate; FL 33068

36
Deloris Byrd
3913 Lehigh Blvd
Decatur; GA 30034

37
Francilla Timothee
2404 San Marcos Ave
Fort Pierce; FL 34946-1168

38
Gulf and Southern Corporation
405 Edgewood Dr
Meadville; PA 16335

39
Hosely Gibson
1601 Ave M
Fort Pierce; FL 34950

40
David Robinson
P O Box 1042
Fort Pierce; FL 34954-1042

41
Triumph Ch and Kingdom Of God
PO Box 1311
Fort Pierce; FL 34954-1311

42
Apostle Faith Church Of Jesus Inc
2660 NW 20th St
Fort Lauderdale; FL 33311-3343

43
Grady Carthon and Lloyd Carthon and Roger Carthon
902 N 19 St
Fort Pierce; FL 34950-6068

44
Phanor Francois
505 N 18th St
Fort Pierce; FL 34950-7932

45
Dwayne Fernell
316 N 15th ST
Fort Pierce; FL 34950-6823

46
Charles O Walcott
916 Avenue H
Fort Pierce; FL 34950-3114

47
Sharoen E Goodwin and Delores Williams and Clarington Curington
3460 NW 6th St
Fort Lauderdale; FL 33311

48
Vonod Gupta
17962 Foxborough LN
Boca Raton; FL 33496-1321

49
James F Roberts Jr
5429 Belvedere Rd
West Palm Beach; FL 33415

50
Shural A Cameron and Houston Feby and Rosa L Maitland
1414 Albert Dr
Mitchellville; MD 20721-2201

51
James Robinson and Sharon Robinson
1807 Avenue D
Fort Pierce; FL 34950-2743

52
James H Brown and Patricia A Brown
5841 Sunberry Cir
Fort Pierce; FL 34951

53
Marian C Hutchinson and Larry D Kitt and JC Kitt Jr
437 N 18th ST
Fort Pierce; FL 34950-7966

54
James E Chambers
3245 Pawnee Dr
Rex; GA 30273-1073

55
NEW IMAGE RENTALS LLC
1004 N 17th ST
Fort Pierce; FL 34950-3258

56
James Quiros
643 SE Starfish AVE
Port St Lucie; FL 34983-4660

57
Nellie M Peterson (EST)
429 N 18th St
Fort Pierce; FL 34950-7966

58
Jessie Hill and Herbert Dickerson and Minnie Dickerson (EST)
427 N 18th St
Fort Pierce; FL 34950

59
Jessie Hill
108 N 39th St
Fort Pierce; FL 34947-2573

60
Teresa Williams and Bobby Ashley
426 N 19th ST
Fort Pierce; FL 34950-2707

61
Morningside Funding LLC
2370 Rice Blvd Ste 200
Houston; TX 77005

62
Delores H Johnson and Joseph A Hogan and Charlie J Hogan (EST)
430 N 19th St
Fort Pierce; FL 34950-2707

63
Fort Pierce Redevelopment Agen
100 N US Highway 1
Fort Pierce; FL 34950-4205

64
Sallie Ventresco and Donald Samia
2005 SE Killmallie Ct
Port St Lucie; FL 34952

65
LaKenya R Taylor
438 N 19th St
Fort Pierce; FL 34950-2707

66
Freddie M Proctor (Est)
5203 Hummingbird WAY
Fort Pierce; FL 34951-1958

67
Elve Alcenat and Gerda Alcenat
433 N 17th St
Fort Pierce; FL 34950-7964

68
Early L Scott (EST) and Mary Scott and Calvin Scott
2574 SW Chestnut LN
Port Saint Lucie; FL 34953-2946

69
Jason Morris
429 N 17th St
Fort Pierce; FL 34950-7964

70
Lucian Lewis III
475 NW Dover CT
Port St Lucie; FL 34983-3413

71
Willie J Broughton and Mary Broughton and Lyndia Jackson
425 N 17th St
Fort Pierce; FL 34950-7964

72
Fritzma Valsaint and Fritzmont Valsaint
4708 Palmetto DR
Fort Pierce; FL 34982-8514

73
Maxo Germain and Saradienne Joseph
3300 Acapulco DR
Miramar; FL 33023-5904

74
Calvin C Richardson Sr
720 Delaware Ave #G
Fort Pierce; FL 34950

75
Parmanand Persaud
11 Glebe CRES
Brampton; ON L6S 1E9

76
Jose R Abreu and Josiah Abreu
422 N 18th ST
Fort Pierce; FL 34950-7982

77
Monique Stewart
10921 S Lakeview Dr
Pembroke Pines; FL 33026-3059

78
Linda Braynen
1704 Ave N
Fort Pierce; FL 34950-2078




N
W E
S

# Adjacent Property Owner Map

THE SUNRISE CITY
FORT PIERCE
Florida

**1721 Avenue D**

# Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

## AFFIDAVIT OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.**

| Customer | Ad Number | Copyline | PO # |
|---|---|---|---|
| 463454 - CITY OF FORT PIERCE (LEGALS) | 2270969 | 05.6.2019 WOD TRUTH RESTAURANT | |

**Pub Dates**
April 21, 2019

Sworn to and subscribed before me this day of, April 22, 2019, by

Natalie Zollar, who is
Natalie Zollar
(X) personally known to me or
( ) who has produced _____ as identification.

Karol E Kangas

**Karol Kangas** **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

**CITY OF FORT PIERCE**
**NOTICE OF PUBLIC HEARING**

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 6, 2019 hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of an application for a Waiver of Distance submitted by property owner, Alia Qasem and Applicant, Vincent Barnett, to obtain a 2COP alcohol license for on-premise consumption, located at 1721 Avenue D, Fort Pierce, FL. The property is zoned Neighborhood Commercial Zone (C-2), Parcel ID: 2409-601-0013-000-0.

All interested parties may appear at the meeting and be heard with respect to the Applications. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 04/21/19
TCN 2270969

**City Commission Regular Meeting** **12.f.**

**Meeting Date:** 05/06/2019

**Re:** Text Amendment - Chapter 22 - Enforcement

**SUBJECT:**

Legislative Hearing - Ordinance 19-014 amending Section 22-138 through Section 22-155 to allow provisions of Chapter 22 to be enforced as civil violations by the Code Enforcement Division. FIRST READING

**SUMMARY:**

The City of Fort Pierce Planning Department is proposing a Zoning Text Amendment to Article X - Administrative Provisions, Section 22-138 through Section 22-155, of the City of Fort Pierce Code of Ordinances to allow provisions of Chapter 22 to be enforced by the City as a civil violation pursuant to Chapter 2, Article XIII, or Chapter 2, Article XIII.5 (supplemental Municipal Code Enforcement Procedures). Currently, only the City's Building Inspector has the power and principal responsibility of enforcing provisions of this Chapter. Unfortunately, this stipulation is in direct conflict with Florida Building Code Section 102.1.1 and Florida Statute 553.80(7) which expressly prohibit the Building Department from enforcing planning and zoning requirements. The proposed Text Amendment would have the effect of shifting this responsibility to the Code Enforcement Division.

In addition, the proposed Text Amendment also seeks to remove all references to "Certificates of Zoning Compliance" from the Article X as this procedure is no longer conducted by the City. These certificates were once required for "Occupational Licenses" which were retitled "Business Tax Receipts" several years ago.

Lastly, this Text Amendment clarifies that appeals to the Board of Adjustment from rulings of an administrative officer be made by any person aggrieved by, or by any officer or bureau of the City affected by, any decision of the Planning Director or any other administrative officer of the City, instead of the Building Inspector, or any other administrative officer of the City.

**RECOMMENDATION:**

Approval.

**ALTERNATIVES:**

Denial.

**RESPONSIBLE STAFF:**

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

**COORDINATED WITH:**

City Attorney's Office.

## Fiscal Impact

**OTHER INFORMATION:**

N/A

## Attachments

Draft Ordinance
Staff Report
TRC Comments
Proof of Publication

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Rebeca Guerra | 04/23/2019 05:19 PM |
| City Manager | Nick Mimms | 04/26/2019 09:37 AM |

Form Started By: Rebeca Guerra Started On: 03/29/2019 02:50 PM
Final Approval Date: 04/26/2019

**ORDINANCE NO. 19-014**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA TO REPEAL CHAPTER 22, ARTICLE X, SECTION 22-138 "ENFORCEMENT," TO ADOPT A NEW CHAPTER 22, ARTICLE X, SECTION 22-138 "ENFORCEMENT," ADMINISTERING PROVISIONS OF CHAPTER 22 BY THE CODE ENFORCEMENT DIVISION AS A CIVIL VIOLATION; TO REPEAL CHAPTER 22, ARTICLE X, SECTION 22-139 ELIMINATING PROCEDURES FOR CERTIFICATES OF ZONING COMPLIANCE; TO REPEAL CHAPTER 22, ARTICLE X, SECTION 140 "APPEALS FROM RULINGS OF ADMINISTRATIVE OFFICER," SUBSECTION (A) "GENERAL," AND TO RENUMBER SECTION 22-140 TO SECTION 22-139, AMENDING RENUMBERED SECTION 22-139 TO CLARIFY PROCEDURES FOR APPEALS OF DECISIONS BY THE PLANNING DIRECTOR AND ANY OTHER ADMINISTRATIVE OFFICER; TO REPEAL CHAPTER 22, ARTICLE X, SECTION 141 "SUPPLEMENTAL APPLICATION INFORMATION," AND TO RENUMBER SECTION 22-141 TO SECTION 22-140 AND AMENDING RENUMBERED SECTION 22-140 TO ELIMINATE REQUIRED APPLICATION INFORMATION FOR CERTIFICATES OF ZONING COMPLIANCE; TO RENUMBER SECTION 22-142 THROUGH SECTION 22-148 - SECTION 22-155; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-138, Enforcement, along with Section 139, Certificates of Zoning Compliance, Section 140 Appeals From Rulings of Administrative Officer, and Section 141, Supplemental Application Information; and

**WHEREAS,** the City Commission of the City of Fort Pierce on December 20, 1982, approved Ordinance H-244 that amended Section 22-141, Supplemental Application Information; and

**WHEREAS,** the City Commission of the City of Fort Pierce on January 7, 1985, approved Ordinance I-98 that amended Section 22-140, Appeals From Rulings of Administrative Officer; and

**WHEREAS,** Florida Building Code Section 102.1.1 and Florida Statute Section 553.80(7) expressly prohibit the Building Department, through the Building Inspector, from enforcing planning and zoning requirements; and

**WHEREAS,** Certificates of Zoning Compliance are procedures that are no longer conducted by the City; and

**WHEREAS,** the City of Fort Pierce Planning Board held a public meeting on February 12, 2019, to consider the land development code amendment and recommended approval of the amendment by a vote of 6 to 0; and

**NOW, THEREFORE BE IT ORDAINED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** Section 22-138 is hereby amended so that the same shall read as follows:

~~Section 22-138. – Enforcement.~~

~~The building inspector shall have the power and principal responsibility for enforcing provisions of this chapter. Neither the building inspector nor any other administrative officer of the city shall issue any permit or license for any use, activity or structure which violates provisions of this chapter. Any permit or license issued in conflict with the provisions of this chapter, intentionally or otherwise, shall be void. An appeal from a ruling of the building inspector or any other administrative officer of the city regarding a provision of this chapter may be made only to the board of adjustment.~~

Section 22-138. – Enforcement.

Provisions of Chapter 22 may be enforced by the City as a civil violation pursuant to Chapter 2, Article XIII, or Chapter 2, Article XIII.5 (Supplemental Municipal Code Enforcement Procedures).

**SECTION 2.** Section 22-139 is hereby stricken in its entirety.

~~Section 22-139. – Certificates of zoning compliance.~~

~~(a) General. Certificates of zoning compliance shall state that the building or the proposed use of a building or land complies with all provisions of this chapter. Such certificates shall be signed by the building inspector or a designated representative of the building inspector. A record of all certificates of zoning compliance shall be kept on file in the office of the building inspector or his subordinates and copies shall be furnished on request to any person having proprietary or tenancy interest in the building or land affected.~~

~~(b) When required. Certificates of zoning compliance shall be required before any of the following occurs:~~

~~(1) Occupancy and use of a building hereafter erected or structurally altered;~~
~~(2) A change in a use of an existing building to a use of a different classification;~~
~~(3) Occupancy and use of vacant land;~~
~~(4) A change in the use of land to a use of a different classification; or~~
~~(5) Issuance of a building permit.~~

~~A certificate of zoning compliance may also be required by any public employee or official of the city responsible for issuing permits or licenses, in addition to building permits, in order to determine if a use, activity or structure for which a permit or license has been requested will violate provisions of this chapter.~~

~~(c) Procedure. An application for a certificate of zoning compliance for a new building or for alteration of an existing building shall be made at the same time as the application for the building permit for such building. Applications for other required certificates of zoning compliance shall be made before the particular action in question takes place. All applications shall be filed with information specified in section 22-141. The building inspector shall grant or deny a certificate of zoning compliance, based on the provisions of this chapter, within three (3) working days of the filing of the application for such certificate, except the building inspector with good cause demonstrated may allow an extension of time.~~

~~(d) Conditional certificates of zoning compliance. When the provisions of this chapter have been complied with except for landscaping provisions in section 22-59, a conditional certificate of zoning compliance may be granted by the building inspector for a period not to exceed sixty (60) days upon receipt of a written affidavit from the property owner that landscaping will be complete in accordance with this chapter in the specified length of time. Applications for conditional certificates of zoning compliance, stating reasons and/or extenuating circumstances, shall be submitted in writing to the building inspector. In the event the required landscaping is not completed within the period specified by the building inspector, then the property owner shall be subject to the provisions of section 22-144.~~

**SECTION 3.** Section 22-140 is hereby amended so that it is now renumbered as Section 22-139 and shall read as follows:

Section 22-<u>139</u>~~140~~. – Appeals from rulings of administrative officer.

(a) General. An appeal to the board of adjustment may be made by any person aggrieved or by any officer or bureau of the city affected by any decision of the ~~building inspector~~ <u>planning director</u> or any other administrative officer of the city regarding a provision of this chapter. Such appeal shall be made within a reasonable time, as provided by the rules of the board, by filing a notice of appeal with the officer from whom the appeal is made and with the board of adjustment. The notice of appeal must specify the grounds for the appeal. The officer from whom the appeal is taken shall forthwith transmit to the board of adjustment all the papers constituting the record upon which the action appealed from was made.

**SECTION 4.** Section 22-141 is hereby amended so that it is now renumbered as Section 22-140 and shall read as follows:

~~Section 22-141. – Supplemental application information.~~

~~(a) General. Application for certificates of zoning compliance, temporary uses, site plan reviews, conditional uses, nonconforming structures as special exception and variances shall be accompanied by plans and specifications, drawn to scale, showing the actual shape and dimensions of the property and the size and locations of all existing and proposed structures; the intended use of each structure, the number of households, if any, to be accommodated thereon; the relationship of the property to the surrounding area; and such other information as is needed to determine conformance with this chapter. These applications shall also be accompanied by a legal description of the property involved and any information required by other parts of this chapter.~~

~~(b) Certificates of zoning compliance. In addition to the information specified in subsection (a) of this section, the following information shall be submitted along with the applications for certificates of zoning compliance: A description of all landscape materials which will be used and plans showing the location of proposed parking spaces, driveways, other vehicular use areas and landscaped areas (including the location of sprinklers or water outlets)~~

Section 22-140~~141~~. – Supplemental application information.

(a) General. Application for certificates of temporary uses, site plan reviews, conditional uses, nonconforming structures as a special exception, and variances shall be accompanied by plans and specifications, drawn to scale, showing the actual shape and dimensions of the property and the size and locations of all existing and proposed structures; the intended use of each structure, the number of households, if any, to be accommodated thereon; the relationship of the property to the surrounding area; and such other information as is needed to determine conformance with this chapter. These applications shall also be accompanied by a legal description of the property involved and any information required by other parts of this chapter.

**SECTION 5.** Section 22-142 is hereby amended so that it is now renumbered as Section 22-141.

**SECTION 6.** Section 22-143 is hereby amended so that it is now renumbered as Section 22-142.

**SECTION 7.** Section 22-144 is hereby amended so that it is now renumbered as Section 22-143.

**SECTION 8.** Section 22-145 is hereby amended so that it is now renumbered as Section 22-144.

**SECTION 9.** Section 22-146 is hereby amended so that it is now renumbered as Section 22-145.

**SECTION 10.** Section 22-147 is hereby amended so that it is now renumbered as Section 22-146.

**SECTION 11.** Section 22-148 is hereby amended so that it is now renumbered as Section 22-147.

**SECTION 12.** Sections 22-149 – 22-155 are hereby amended so that they are now renumbered as Sections 22-148 – 22-155.

**SECTION 13.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 14.** All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**SECTION 15.** This Ordinance shall be and become effective immediately upon final passage.

**APPROVED AS TO FORM & CORRECTNESS**:

_____
Peter J. Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

**WE, THE UNDERSIGNED**, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-014 was duly advertised by title only in the St. Lucie News Tribune on Sunday, March 31, 2019 and on Sunday, April 21, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on April 15, 2019; and was duly introduced, read by title only, and passed on second and final reading May 6, 2019, by the City Commission of the City of Fort Pierce, Florida.

**IN WITNESS HEREWITH**, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this XX day of April, 2019.

_____

**Linda Hudson**
**MAYOR COMMISSIONER**

ATTEST

_____

**Linda W. Cox**
**CITY CLERK**

**(CITY SEAL)**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

**TO:** Nicholas C. Mimms, PE, City Manager

**FROM:** Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

**RE:** Amendment to Chapter 22 - Zoning.
Article X – Administrative Provisions

**DATE:** April 24, 2019

## STAFF REPORT

The City of Fort Pierce Planning Department is proposing a Zoning Text Amendment to Article X - Administrative Provisions, Section 22-138 through Section 22-155, of the City of Fort Pierce Code of Ordinances to allow provisions of Chapter 22 to be enforced by the City as a civil violation pursuant to Chapter 2, Article XIII, or Chapter 2, Article XIII.5 (supplemental Municipal Code Enforcement Procedures). Currently, only the City's Building Inspector has the power and principal responsibility of enforcing provisions of this Chapter. Unfortunately, this stipulation is in direct conflict with Florida Building Code Section 102.1.1 and Florida Statute 553.80(7) which expressly prohibit the Building Department from enforcing planning and zoning requirements. The proposed Text Amendment would have the effect of shifting this responsibility to the Code Enforcement Division.

In addition to the above, the proposed Text Amendment also seeks to remove all references to "Certificates of Zoning Compliance" from the Article X as this procedure is no longer conducted by the City. These certificates were once required for "Occupational Licenses" which were retitled "Business Tax Receipts" several years ago.

Lastly, this Text Amendment clarifies that appeals to the Board of Adjustment from rulings of an administrative officer be made by any person aggrieved by, or by any officer or bureau of the City affected by, any decision of the Planning Director or any other administrative officer of the City, instead of the Building Inspector, or any other administrative officer of the City.

The Technical Review Committee (TRC) reviewed this item on January 17, 2019. Comments from each department and agency are attached.

At their meeting on February 12, 2019, the Planning Board unanimously voted to recommend approval of the request, as presented.

Staff recommends that the City Commission approve the request.

Attachments:
Proposed text amendment
TRC comments
Draft Ordinance

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

**TO : Rebeca Guerra, AICP, Assistant Planning Director**

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

**RE : Chapter 22-138 thru 22-155 Text Amendment**
**Administrative Procedures**

RECEIVED
JAN 17 2019
CITY OF FORT PIERCE
PLANNING & ZONING

**DATE : January 15, 2019**

This is to advise you that we have completed the review of the following documents as received by this office on January 4, 2019:

- [x] Text Amendment
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Amendment
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for conditions of approval

JRA/jra

Q:\ENGINEERING\Site Development Projects\Miscellaneous\Zoning Text Amendments\Section 22-138 thru 22-155\Text Amendment Approval - 011519.docx

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

# Technical Review Committee meeting

## January 17th, 2019

Case # 19-99800001

Zoning text amendment, Chapter 22, Admin provisions

**Comments:**

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

PUBLIC WORKS
ENGINEERING DIVISION
DEVELOPMENT REVIEW
COMMITTEE

**January 14, 2019**

**Project:** **Zoning Text Amendment Article X**
**Subject:** **SURVEY REVIEW**
To: Rebeca Guerra
From: Rod Reed, PLS
SLC-Engineering Division

I have no comments.

***Rod Reed, County Surveyor***
*St. Lucie County, Fl.*
*2300 Virginia Avenue*
*Ft. Pierce, Fl. 34982-5652*
*www.stlucieco.org*
*Ph. (772) 462-1721*
*E-mail reedr@stlucieco.org*

ST. LUCIE WORKS

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

# BUILDING DEPARTMENT
# TECHNICAL REVIEW COMMITTEE (TRC)
# COMMENT FORM

RECEIVED
JAN 17 2019
CITY OF FORT PIERCE
PLANNING & ZONING

**Meeting Date:** 1.17.19
**Property Address:** Text Amd – Chapter 22 Zoning, Article X – Admin. Prov.
**Property Name:**
**Project Name:**
**Planner:** Rebecca Guerra

***Please be advised that the project may trigger the requirements indicated below:***

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

**Additional Comments/Requirements:**

Building Official's or Representative's Signature _____ Date: 1/15/19

# Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

## AFFIDAVIT OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.**

| Customer | Ad Number | Copyline | PO # |
|---|---|---|---|
| 463454 - CITY OF FORT PIERCE (LEGALS) | 2263104 | 19-014 REV | |

**Pub Dates**
April 18, 2019
May 2, 2019

Sworn to and subscribed before me this day of, May 02, 2019, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

**Karol Kangas** **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

# Agitators, tear gas cloud May Day

## Authorities had warned public of 'radical activists'

**Sylvie Corbet and Nicolas Garriga**
ASSOCIATED PRESS



**Brief scuffles between police and protesters broke out in Paris as thousands of people gathered Wednesday for May Day rallies. French authorities had warned that "radical acitivits" could be on hand.** FRANCOIS MORI/AP

PARIS – Clusters of anarchists and yellow vest protesters disrupted a May Day march in Paris by setting fires and antagonizing riot police squads at the beginning and end, punctuating the route walked peacefully by tens of thousands of people with bursts of tear gas.

Officers fired flash grenades and rubber balls along with the tear gas as troublemakers wearing masks and hoods confronted them in the street and pelted them with stones and other objects.

The confrontations broke out near the start of the main labor march near Montparnasse train station and resumed when police tried to disperse stragglers at the finish, near the Place d'Italie in southeast Paris.

The French Interior Ministry said 24 protesters and 14 police officers were injured. The ministry said 28,000 people marched in Paris and more than 164,000 in May Day rallies across the country.

A private company hired by a group of French news outlets, Occurrence, counted 40,000 protesters in Paris, while the CGT union said there were 80,000 participants.

More than 7,400 police officers from across France were deployed in Paris because of the May Day events. The Paris police department said there were 330 arrests. Officers also performed more than 15,300 "preventive searches" of bags.

The streets of the French capital calmed down on Wednesday evening as marchers slowly left the area amid a still-heavy presence of police.

French authorities had warned "radical activists" might disrupt the Paris demonstration Wednesday as in previous yellow vest protests and on May Day during the last two years.

Associated Press reporters saw groups of the masked and hooded protesters causing damage and then merging with the much larger number of peaceful May Day marchers.

Some vandalized a parked van, kicking the vehicle and breaking its windows. Others set small fires to trash cans and a shed at a construction site.

At least two men with head wounds were helped away by paramedics and firefighters assisted a woman in a wheelchair. Some police officers also fell on the ground.

Paris police said one police officer was taken to a hospital with a head injury.

The Russian Foreign Ministry alleged that French police used batons on the head and shoulder of a correspondent for state news agency RIA-Novosti, Viktoria Ivanova.

"We consider the use of violence against journalists in the exercise of their professional duties to be unacceptable," the ministry said in a statement on Wednesday.

The Paris police department and the French government did not immediately respond to the statement from Moscow.

While some of the people clashing with police wore the signature yellow vests of a French anti-government movement, the peaceful march also had participants in yellow vests as well as waving labor union flags.

Yellow vest supporters joined the traditional May Day march organized by labor unions to show solidarity in rejecting President Emmanuel Macron's economic policies, which some see as favoring the wealthy and big business.

Macron last week tried to address the complaints of the yellow vest movement by announcing tax cuts for middle-class workers, a pension increase and election rules to make it easier to call public referendums.

Philippe Martinez, secretary general of the CGT union, temporarily left the march for security reasons during the scuffles between the anarchist protesters and police.

After rejoining the marching throngs, he stressed that yellow vest and union activists "are marching together in all French cities."

"That's a protest of workers who tell the government and the president of the republic: 'Change your policies,'" Martinez said of the support from the movement that started in November. "We are very satisfied of the mobilization."

Signs held aloft during the march read "Long live freedom, long live socialism," "Police, gendarmes, join us," and "What are we going to leave our children? Wake up."

French lawmaker Eric Coquerel, a member of far-left party France Insoumise ("Rebel France"), said "violence is, unfortunately, often playing against protesters." Larger numbers of demonstrators would be "more efficient" to put pressure on the government, he said.

French police ordered the closure of more than 580 shops, restaurants and cafes on the Paris protest route and numerous subway stations were shut.

# Develop

Continued from Page 1A

The city has determined the project falls under economic development and is using exemptions to prevent the City Commission, staff and consultants from discussing the project. It also is using the Treasure Coast Regional Planning Council as a facilitator and hired engineering, planning and financial consultants to help the commission review the proposals.

For the past decade, Fort Pierce has been attempting to redevelop the site into a mixed-use project with residential, retail, dining, a hotel and parking to revitalize downtown.

Meanwhile, Virgin Trains is considering building a station in Stuart or using the King site or land on Depot Drive behind the Sunrise Theatre.

## CITY OF FORT PIERCE AMENDMENT TO CHAPTER 22 - ZONING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 of the Florida State Statutes, will on Monday, May 6, 2019, and Monday, May 20, 2019, hold Public Hearings on the enactment of the proposed ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m., to consider review and approval of the following:

ORDINANCE NO. 19-014 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA TO REPEAL CHAPTER 22, ARTICLE X, SECTION 22-138 "ENFORCEMENT," TO ADOPT A NEW CHAPTER 22, ARTICLE X, SECTION 22-138 "ENFORCEMENT," ADMINISTERING PROVISIONS OF CHAPTER 22 BY THE CODE ENFORCEMENT DIVISION AS A CIVIL VIOLATION; TO REPEAL CHAPTER 22, ARTICLE X, SECTION 22-139 ELIMINATING PROCEDURES FOR CERTIFICATES OF ZONING COMPLIANCE; TO REPEAL CHAPTER 22, ARTICLE X, SECTION 140 "APPEALS FROM RULINGS OF ADMINISTRATIVE OFFICER," SUBSECTION (A) "GENERAL," AND TO RENUMBER SECTION 22-140 TO SECTION 22-139, AMENDING RENUMBERED SECTION 22-139 TO CLARIFY PROCEDURES FOR APPEALS OF DECISIONS BY THE PLANNING DIRECTOR AND ANY OTHER ADMINISTRATIVE OFFICER; TO REPEAL CHAPTER 22, ARTICLE X, SECTION 141 "SUPPLEMENTAL APPLICATION INFORMATION," AND TO RENUMBER SECTION 22-141 TO SECTION 22-140 AND AMENDING RENUMBERED SECTION 22-140 TO ELIMINATE REQUIRED APPLICATION INFORMATION FOR CERTIFICATES OF ZONING COMPLIANCE; TO RENUMBER SECTION 22-142 THROUGH SECTION 22-148 - SECTION 22-155; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance amends City Code 22-138 through Section 22-155 to allow provisions of Chapter 22 to be enforced by the City as a civil violation pursuant to Chapter 2, Article XIII, or Chapter 2, Article XIII.5. The proposed amendment also seeks to remove all references to "Certificates of Zoning Compliance" from the Article X as this procedure is no longer conducted by the City and clarifies appeals to the Board of Adjustment from rulings of an administrative officer.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox,
City Clerk

Publish: 04-18-2019 and 05-02-2019

TR-2263104


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BBB ACCREDITED BUSINESS

TR-GFG0000696-01

**City Commission Regular Meeting** **12.g.**

**Meeting Date:** 05/06/2019

**Re:** Text Amendment - Chapter 22 - Site Plan Thresholds

---

**SUBJECT:**

Legislative Hearing - Ordinance 19-016 amending Chapter 22 of the Code of Ordinances to establish minimum submittal requirements for Major or Minor Site Plan Applications and delineate the process through which these applications are reviewed and amending thresholds for administrative approvals. FIRST READING

**SUMMARY:**

This is a Zoning Text Amendment to Article IV – Supplementary Regulations, Section 22-58 Major & Minor Site Plan Applications, of the City of Fort Pierce Code of Ordinances to increase the square foot thresholds for administrative review and approval of commercial and industrial site plans from 4,000 square feet to 50,000 square feet. The Text Amendment would also increase the administrative review threshold for multi-family residential projects from 20 to 50 units as well as establishing the same minimum thresholds for other residential projects. Public or private institutional developments which do not exceed one acre in land are also proposed to be eligible for administrative review. To this end, site plan reviews will be subject to approval from either a Major or Minor Site Plan Application.

The proposed Text Amendment also seeks to clarify the minimum submittal requirements for Major or Minor Site Plan Applications and delineate the process through which these applications are reviewed by the Technical Review Committee, Planning Board, and City Commission. In brief, all Site Plan applications will be reviewed by the Technical Review Committee. The distinction between both types of applications, however, is that Major Site Plans will require Planning Board review and City Commission approval, while Minor Site Plans may be ultimately approved by the Planning Director after it has been determined that the application is in compliance with City Code and no outstanding documents, actions, or information are needed.

These new thresholds were proposed by the Development Review Task Force in June of 2018 as part of an evaluation of the City's regulatory/permitting process. Their recommendations have been discussed with the City Commission and this Text Amendment now seeks to formally adopt the previous consensus.

**RECOMMENDATION:**

Approve.

**ALTERNATIVES:**

Provide input on the modification of minimum thresholds.

Deny.

**RESPONSIBLE STAFF:**

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

**COORDINATED WITH:**
Technical Review Committee and City Attorney.

---

## Fiscal Impact

**OTHER INFORMATION:**
N/A

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## Attachments

Draft Ordinance (Planning Board)
Staff Report
Proposed Text Amendment (original)
Proposed Text Amendment (Planning Board)
TRC Comments
Task Force Recommendations
Draft Ordinance (original)
Proof of Publication

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 09:36 AM |

Form Started By: Rebeca Guerra
Started On: 04/23/2019 05:23 PM
Final Approval Date: 04/26/2019

**ORDINANCE NO. 19-016**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA TO REPEAL CHAPTER 22, ARTICLE IV, SECTION 22-58 "SITE PLAN REVIEW;" TO ADOPT A NEW CHAPTER 22, ARTICLE IV, SECTION 22-58 "MAJOR AND MINOR SITE PLAN APPLICATION," ESTABLISHING NEW THRESHOLDS FOR SITE PLAN REVIEWS, CREATING MAJOR AND MINOR SITE PLAN REVIEW CLASSIFICATIONS, ESTABLISHING APPLICATION SUBMITTAL REQUIREMENTS FOR MAJOR SITE PLANS, CLARIFYING REVIEW PROCESSES BY THE TECHNICAL REVIEW COMMITTEE, PLANNING, BOARD AND CITY COMMISSION FOR MAJOR SITE PLANS, AND CREATING A NEW MINOR SITE PLAN REVIEW PROCESS AND ASSOCIATED APPLICATION REQUIREMENTS; TO AMEND THE FOLLOWING SUBSECTIONS OF CHAPTER 22, ARTICLE III, FOR CONSISTENCY WITH NEW THRESHOLDS OF SITE PLAN REVIEWS: SUBSECTION 22-27(C)(1) "MEDIUM DENSITY RESIDENTIAL ZONE (R-4)," SUBSECTION 22-27.1(C)(1) "HUTCHINSON ISLAND MEDIUM DENSITY RESIDENTIAL ZONE (R-4A)," SUBSECTION 22-28(C)(1) "HIGH DENSITY RESIDENTIAL ZONE (R-5)," SUBSECTION 22-29(C)(1) "OFFICE COMMERCIAL ZONE (C-1)," SUBSECTION 22-30(C)(1) "NEIGHBORHOOD COMMERCIAL ZONE (C-2)," SUBSECTION 22-31(C)(1) "GENERAL COMMERCIAL ZONE (C-3)," SUBSECTION 22-32(C)(2) "CENTRAL COMMERCIAL ZONE (C-4)," SUBSECTION 22-33(C)(1) "TOURIST COMMERCIAL ZONE (C-5)," SUBSECTION 22-33.1(C)(1) "MARINE COMMERCIAL ZONE (C-6)," SUBSECTION 22-34(C)(1) "LIGHT INDUSTRIAL ZONE (I-1)," SUBSECTION 22-34.1(C)(1) "HEAVY INDUSTRIAL ZONE (I-3)," SUBSECTION 22-35(D)(1) "MARINE INDUSTRIAL ZONE (I-2)," SUBSECTION 22-35.1(E)(1) "COMMERCIAL PARKWAY ZONE (CP-1)," SUBSECTION 22-36(C)(1) "GENERAL AND RECREATIONAL OPEN SPACE ZONE (OS-1);" PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-58, Design Review; and

**WHEREAS,** development proposals shall be reviewed for consistency with the City's design review guidelines and development standards; and

**WHEREAS,** changes to the City's Design Review process have been recommended by the Growth Management Task Force in June of 2018 as part of an evaluation of the City's regulatory and permitting process; and

**WHEREAS,** Section 22-58 has been amended from time to time since it was formally adopted on June 15, 1981, under Ordinance H-186; and

**WHEREAS,** the City of Fort Pierce Planning Board held a public meeting on April 9, 2019, to consider the land development code amendment and recommended approval of the amendment, with modifications, by a vote of 7 to 0; and

**NOW, THEREFORE BE IT ORDAINED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** Article III, Section 22-58(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-27. - Medium Density Residential Zone (R-4).

(c) Other applicable use standards.

(1) All multifamily housing developments ~~with twenty (20) or more dwelling units~~ shall be subject to site plan review procedures specified in Section 22-58.

**SECTION 2.** Article III, Section 22-27.1(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-27.1. - Hutchinson Island Medium Density Residential Zone (R-4A).

(c) Other applicable use standards.

(1) All multifamily housing developments ~~with twenty (20) or more dwelling units~~ shall be subject to site plan review procedures specified in Section 22-58.

**SECTION 3.** Article III, Section 22-28(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-28. - High Density Residential Zone (R-5).

(c) Other applicable use standards.

(1) All multifamily housing developments ~~with twenty (20) or more dwelling units~~ shall be subject to site plan review procedures specified in Section 22-58.

**SECTION 4.** Article III, Section 22-29(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-29. - Office Commercial Zone (C-1).

(c) Other applicable use standards.

(1) Site plan review ~~shall be required for uses which have buildings with more than four thousand (4,000) square feet of floor area~~ shall be required as outlined in Section 22-58.

**SECTION 5.** Article III, Section 22-30(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-30. - Neighborhood Commercial Zone (C-2).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for multifamily housing developments with twenty (20) or more dwelling units and for other uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 6.** Article III, Section 22-31(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-31. - General Commercial Zone (C-3).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 7.** Article III, Section 22-32(c)(2) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-32. - Central Commercial Zone (C-4).

(c) Other applicable use standards.

(2) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 8.** Article III, Section 22-33(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-33. - Tourist Commercial Zone (C-5).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for multifamily housing developments and for other uses which have buildings with more than four thousand (4,000) feet of floor area~~ as outlined in Section 22-58.

**SECTION 9.** Article III, Section 22-33.1(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-33.1. - Marine Commercial Zone (C-6).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 10.** Article III, Section 22-34(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-34. - Light Industrial Zone (I-1).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 11.** Article III, Section 22-34.1(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-34.1. - Heavy Industrial Zone (I-3).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 12.** Article III, Section 22-35(d)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-35. - Marine Industrial Zone (I-2).

(d) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 13.** Article III, Section 22-35.1(e)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-35.1. - Commercial Parkway Zone (CP-1).

(e) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 13.** Article III, Section 22-35.1(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-36. - General and Recreational Open Space Zone (OS-1).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 14.** Section 22-58 is hereby amended so that the same shall read as follows:

~~Section 22-58. - Site plan review.~~

~~(a) Purpose. Site plan review is intended for developments other than planned unit developments which due to their size or other characteristics require special review to determine their compatibility with the surrounding area and suitability for on-site activities consistent with the natural features of the property.~~

~~(b) Site plan review required. Site plans in accordance with the provisions of this section are generally required for the following types of development:~~

~~(1) Multifamily construction exceeding twenty (20) living units on one lot, group of lots or parcel of land;~~

~~(2) Commercial, industrial or public development where the principal structure exceeds four thousand (4,000) square feet of gross floor area;~~

~~(3) Conditional uses including innovative residential developments regardless of number of units or gross floor area;~~

~~(4) Uses otherwise requiring site plan review will be exempt from the requirement of such review where there is no new construction associated with the use or such construction is limited to: a. Changes in the interior of an existing building; and b. Repair of an existing structure when there is no expansion of the gross floor area.~~

~~(5) Site plan review shall be required for any manmade change to improved or unimproved real estate in FH zones notwithstanding other provisions of this chapter, including but not limited to, buildings or other structures, dredging, filling, grading, paving or excavation. Applications for site plan review shall be reviewed to assure that proposed construction will minimize flooding. The test of minimizing~~

~~flooding where flood elevation data is not available is a local judgment and includes use of historical data, mean high tide line information, photographs of past flooding and other relevant material, where available.~~

~~(c) Performance bond. The city commission may require as a condition for approval that the applicant furnish a development bond up to, and not to exceed, the cost of the required improvements.~~

~~(d) Application for site plan review. A property owner or his designated representative may initiate a request for site plan review by filing an application with the department of planning and development, using forms prescribed by the city. This application will be accompanied by the following information:~~

~~(1) Statements of ownership and control of the proposed development and statements describing in detail the character and intended use of the development.~~

~~(2) A general location map which shows the approximate location of streets, street signals and vehicular access points to streets along streets abutting the proposed development, rights-of-way, zoning districts, existing land uses and important physical features (including drainage ways) within five hundred (500) feet of property proposed for development.~~

~~(3) A survey prepared by a Florida registered land surveyor certifying the gross acreage within the property, excluding aquatic areas.~~

~~(4) A site plan showing the date, scale, north arrow and:~~

~~a. Boundaries of the project and any existing streets, watercourses, easements, mean high tide lines, ordinary high water lines and section lines;~~

~~b. Locations, general dimensions and uses of all buildings and structures, including overhangs, porches, balconies and building heights;~~

~~c. Access and traffic flow for both vehicular and pedestrian traffic;~~

~~d. Off-street parking and loading areas;~~

~~e. Recreation facility locations;~~

~~f. All screens and buffers;~~

~~g. Refuse collection areas;~~

~~h. Location of existing telephone and power poles and access to utilities and points of utility hookups;~~

~~i. Location and size of all signs; and~~

~~j. Tabulation of acreage devoted to various land uses; ground coverage by structures; impervious surface coverage; off-street parking and loading spaces; and gross density for residential uses.~~

~~(5) A general landscaping plan which meets the requirements of article XII of this chapter.~~

~~(6) A storm drainage plan which indicates the techniques used to control drainage. The plan shall include:~~

~~a. Location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for one hundred (100) feet in all directions;~~

~~b. Retention areas and exfiltration systems;~~

~~c. Length, width, depth and direction of flow for all canals and ditches;~~

~~d. Storm sewers and appurtenances;~~

~~e. Contour lines at one-foot intervals; and~~

~~f. A note indicating that all storm drainage facilities shall conform to Chapters 17 and 18 of the Fort Pierce Code of Ordinances and the "standard specifications" adopted by the city commission on February 13, 1973.~~

~~(7) A plan providing, where applicable, for the protection of the beach and dune system. The plan shall include these requirements:~~

~~a. Demonstration of compliance with the coastal construction control line established pursuant to Chapter 161, Florida Statutes;~~

~~b. All beach access points are to be provided as beach/dune walkovers in accordance with the requirements of the Florida Department of Natural Resources;~~

~~c. No construction which threatens the stability of the primary dune or beach itself shall be permitted;~~

~~d. No rigid shore protection structures shall be permitted except when used as part of a comprehensive plan for beach restoration and when nonstructural alternatives are unavailable;~~

e. Demonstration of dune restoration measures conforming to the requirements of the Florida Department of Natural Resources.

(8) A lighting plan which shows illumination of all interior and immediately adjoining streets as follows:

a. At least one (1) average footcandle for streets classified as collector classified as collector, arterial or higher;

b. At least five-tenths average footcandle for streets other than as described in the immediately foregoing subsection;

c. At least one (1) average footcandle for specially designated pedestrian walkways.

The uniformity ratio for lighting required by this section shall be an average/minimum ratio of ten (10) to one (1). There shall be included with the lighting plan a statement of a registered engineer or architect showing calculations demonstrating compliance with this section to the city engineer and such statement shall be subject to the city engineer's approval. Subsequently a certificate of occupancy may not be issued until there is filed with the director a certificate from a registered engineer or architect of design that the lighting installation meets the requirements of this section.

(9) A design review plan which meets the requirements of Section 22-59.

(e) Conceptual development plan procedure. Prior to, but not in lieu of, submission of a complete application and site plan the applicant may, solely at his own election, adopt the following procedure:

(1) A conceptual development plan may be submitted to the department of planning and development, which shall schedule a meeting for its consideration by the city planning board. The conceptual development plan shall include a map showing the general layout of the proposed development, statements describing in detail the character and intended use of the development and information bearing on the ownership and control of the proposed use;

(2) The city planning board shall review the conceptual development plan and make recommendations as appropriate for its approval or disapproval;

(3) The city commission shall hold a hearing and approve or disapprove the conceptual development plan or approve it with conditions.

(f) Site plan approval. When site plan approval is required by the district, type or size of the development and is not otherwise exempt from site plan review, the following procedure and requirement shall be followed:

~~(1) An application for site plan review shall be submitted for the proposed development to the department of planning and development;~~

~~(2) The department of planning and development will review the proposed site plan to insure that it conforms to all city codes and ordinances. If there are no violations it will be forwarded to the city planning board with a report on its compliance with the comprehensive plan and its conformance to any conceptual development plan for the development which has previously been reviewed by the city commission;~~

~~(3) The city planning board shall review the proposed site plan and make a recommendation to the city commission. If the board recommends disapproval, the reason shall be stated;~~

~~(4) The city commission shall hold a hearing and approve or disapprove the proposed site plan. Prior approval of a conceptual development plan shall not prevent the city commission from disapproving a final application in the event it determined that such application does not conform to the standards and requirements of this section.~~

~~(g) The city planning board shall consider whether the following standards have been met in its review of the application:~~

~~(1) The site has an adequate amount of space for any yards, buildings, drives, parking, loading and unloading areas, storage facilities, utilities or other facilities which are required by city ordinances or desired by the applicant.~~

~~(2) A suitable site layout will be used for access points, on-site drives, parking, loading and unloading areas, refuse collection and disposal points, sidewalks, bike paths or other transportation facilities required by city ordinances or desired by the applicant. Suitability, in part, shall be determined by the potential impact of these facilities on safety, traffic flow and control and emergency vehicle movements.~~

~~(3) Development plans for the property will adequately overcome any limitations resulting from the topography, soils, flooding or other physical characteristics of the site. Potential problems will be eliminated or reduced to the extent necessary for avoiding hazardous situations.~~

~~(4) The placement of buildings, utilities, other facilities and landscaping will be appropriate for on-site activities. The placement of facilities in waterfront areas will take into account the impact on views and vistas from adjacent roads, residential areas and nearby tourist oriented commercial uses and waterfront access points.~~

~~(5) Uses having potential air-polluting sources such as stacks, burning facilities, concentrations of motor vehicles and dust-generating processes shall be located and designed to provide adequate separation of these sources from other development and especially residential neighborhoods, institutional uses and outdoor recreation areas. Any adverse air quality impacts of the use will be reduced to the extent practical.~~

~~(6) The storm drainage plan, to the extent practical, will attempt to follow the principle that the water falling on a given site should be absorbed to the extent that after development the quantity and rate of water leaving the site would not be significantly different than if the site had remained undeveloped. Techniques that capitalize on and are consistent with natural resources and processes will be used whenever possible. In part, the intent of the plan should be to minimize the adverse cumulative effects of development in an area on drainage.~~

~~(7) The storm drainage plan shall include provisions needed to control water and wind erosion during and after construction associated with the development. Runoff from impervious surfaces or other potential polluting sources in developments with three (3) or more acres of impervious area should be directed to retention areas or through vegetated areas as needed to allow sedimentation and filtration of contaminants to occur before runoff enters canals, rivers or wetland areas. Any adverse water quality impacts of the use will be reduced to the extent practical.~~

~~(h) The city commission shall not approve the site plan if:~~

~~(1) It does not conform to all applicable provisions of the zoning ordinance;~~

~~(2) The health, safety and general welfare of the public are not properly provided for.~~

~~(i) Any change or modification in an approved site plan which is not exempt from the requirements of this section shall require approval of the city commission and shall follow the same procedure required for original approval, except that the director of development may authorize minor amendments to an approved site plan which are not otherwise exempt from site plan review pursuant to this section. Such minor amendments shall be consistent with the intent and purpose of the comprehensive plan and this ordinance and shall be the minimum necessary to overcome the particular difficulty which necessitated such amendment. Such minor amendment shall not:~~

~~(1) Change the use or character of the development;~~

~~(2) Increase the overall coverage or height of structures by more than ten (10) per cent;~~

~~(3) Reduce the approved open space or increase the impervious surface by more than ten (10) per cent;~~

~~(4) Increase density or the total number of dwelling units or the intensity of the development.~~

~~All such minor amendments shall not become effective until a completed application form and filing fee have been received by the director of development and the director shall have advised the city commission of his administrative approval at the earliest practical opportunity; and such determination shall then become effective, unless the city commission thereupon finds that the proposed amendment is substantial, not minor, in nature, whereupon the amendment shall then be reviewed by the same procedure required for original approval as set forth in this section.~~

~~(j) Site plan approval shall terminate twelve (12) months after approval by the city commission if construction of buildings or structures has not been started. If, subsequent to this initial twelve-month period, a valid construction permit is not maintained, the site plan shall be deemed invalid or terminated. Site plan extensions of time may be granted by the city commission prior to the expiration of a site plan upon a showing of good cause and when such extension will promote public health, safety and general welfare. Any request for an extension to a site plan must be submitted in writing to the director of planning for review no later than thirty (30) days prior to expiration of the site plan.~~

Sec. 22-59. - Major and minor site plan application.

(a) Major Site Plans

(1) General. A Major Site Plan is one which is:

a. A residential project which exceeds 20 total dwelling units, or

b. A non-residential or mixed-use development 4,000 square feet in area or larger.

(2) Pre-application conference required. Prior to filing for Major Site Plan review, the developer and/or consultant shall meet with the City Planning Department, and any other relevant departments, to discuss the development review. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form.

(3) Submittal requirements.

a. Application. Application forms for any Site Plan review shall be available from the City Planning Department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation. The completed application form shall be accompanied by appropriate review fees, a vicinity map, a Site Plan, and by any other information required by the City Planning Department.

b. Vicinity map. The vicinity map shall indicate the general location of the site, abutting streets, existing utilities, complete legal description of the property in question, and all adjacent land uses.

c. Site Plan. A Site Plan shall include, at minimum, the following items. The Planning Director shall have the discretion to request additional information, studies, or plans dependent on the nature of the development being proposed.

i. Name, location, owner, and designer/consultant of the proposed development.

ii. Present zoning for subject site.

iii. Location of the site in relation to surrounding properties, including the means of ingress and egress to such properties and any screening or buffers on such properties as well as access and traffic flow for both vehicular and pedestrian traffic.

iv. Date, north arrow, and graphic scale not less than one inch equal to 50 feet.

v. Area, dimensions, and boundaries of the site.

vi. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, gutters, and streets.

vii. Location of existing telephone and power poles and access to utilities and points of utility hookups.

viii. Location and dimensions of all existing and proposed parking areas and loading areas, along with a lighting plan which shows illumination of all

parking areas, as well as interior and immediately adjoining streets, at levels consistent with City Code.

ix. Location, size, and design of proposed landscaped areas (including existing trees and required landscaped buffer areas).

x. Location and size of any lakes, ponds, canals, or other waters and waterways along with watercourses, easements, mean high tide lines, ordinary high water lines and section lines.

xi. Structures and major features fully dimensioned including setbacks, distances between structures, floor area, width of driveways, parking spaces, property or lot lines, and percent of property covered by structures.

xii. Location of dumpsters with details of any enclosures.

xiii. Locations, general dimensions, and uses of all buildings and structures, including overhangs, porches, balconies and building heights.

xiv. A storm drainage plan which indicates the techniques used to control drainage. The plan shall include:

1) Location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for one hundred (100) feet in all directions;

2) Retention areas and exfiltration systems;

3) Length, width, depth and direction of flow for all canals and ditches;

4) Storm sewers and appurtenances;

5) Contour lines at one-foot intervals; and

6) A note indicating that all storm drainage facilities shall conform to Chapters 17 and 18 of the Fort Pierce Code of Ordinances and the "Standard Specifications" adopted by the City Commission on February 13, 1973.

xv. A plan providing, where applicable, for the protection of the beach and dune system. The plan shall include these requirements:

1) Demonstration of compliance with the coastal construction control line established pursuant to Chapter 161, Florida Statutes;

2) All beach access points are to be provided as beach/dune walkovers in accordance with the requirements of the Florida Department of Natural Resources;

3) No construction which threatens the stability of the primary dune or beach itself shall be permitted;

4) No rigid shore protection structures shall be permitted except when used as part of a comprehensive plan for beach restoration and when nonstructural alternatives are unavailable;

5) Demonstration of dune restoration measures conforming to the requirements of the Florida Department of Natural Resources

xvi. A Design Review Plan which meets the requirements of Section 22-59.

xvii. For residential, hotel, motel, bed & breakfast, mobile home park, or other comparable use Site Plans:

1) Tabulation of gross acreage.

2) Tabulation of density.

3) Number of dwelling units proposed.

4) Location and percent of total open space and recreation areas.

5) Percent of lot covered by buildings.

6) Floor area of dwelling units.

7) Number of proposed parking spaces.

8) Street layout.

9) Layout of mobile home stands (for mobile home parks only).

10) Stormwater management plan.

11) Recreation facility locations.

(4) Technical Review Committee. Once review has been completed, the City Planning Department shall then route the application to each reviewing department and other agencies that are part of the Technical Review Committee or are determined necessary for intergovernmental review. Each reviewer shall then submit written comments to the City Planning Department by the Technical Review Committee's meeting date. The Technical Review Committee shall be held on the third Thursday of each month where comments from reviewing departments and

other agencies shall be used to determine whether the application complies with the requirements of this Code or if revisions or additional information is needed in order to proceed.

(5) Planning Board. Once the City Planning Department has determined the application is ready to proceed, the Department will prepare a staff report and recommendation for consideration by the City Planning Board. Notice of the public hearing shall be consistent with Section 22-143 of this Chapter.

(6) City Commission. The City Planning Department will prepare a staff report and recommendation for consideration by the Planning Board. The Planning Board may choose to approve, with or without conditions, deny, or table the item. In no case, however, may a Major Site Plan proceed to City Commission without action from the Planning Board. Notice of the public hearing shall be consistent with Section 22-143 of this Chapter.

(7) City Commission public hearing.

a. At the public hearing, the City Commission shall hear from all interested parties regarding whether the Major Site Plan Application complies with the requirements of this Code. The City Commission shall consider the application, the written comments of each responding department and agency, the compliance recommendation of the City Planning Department, and the comments presented to the Planning Board and City Commission.

b. The City Commission may choose to approve the Major Site Plan, with or without conditions, deny the Site Plan, withdraw the Site Plan, or continue the public hearing.

c. During the public hearing, the City Commission may decide that additional information is necessary to complete its review and may continue the public hearing for this purpose. A continuance shall be to a time certain and shall be announced at the public hearing. Not more than one continuance shall be granted for this purpose.

(b) Minor site plan

(1) General. A Minor Site Plan is one which is:

a. A single-family, duplex, triplex, townhouse, multi-dwelling building, manufactured home, or multi-family residential project of between 2 and 20 units, inclusive, or

b. A non-residential or mixed-use development under 4,000 square feet in area.

(2) Pre-application conference. Prior to filing for Minor Site Plan review, the developer and/or consultant shall meet with the City Planning Department, and any other relevant departments, to discuss the development review. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form. The Planning Director may have the option to waive the pre-application conference for any Minor Site Plan Application.

(3) Submittal requirements. Application forms for a Minor Site Plan review shall be available from the City Planning Department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation. The completed application form shall be accompanied by appropriate review fees, a vicinity map, a Site Plan, and by any other information required by the City Planning Department. The vicinity map and Site Plan shall be submitted in compliance with Section 55-58(a)(3) of this Chapter.

(4) Technical Review Committee. Once review has been completed, the City Planning Department shall then route the application to each reviewing department and other agencies that are part of the Technical Review Committee or are determined necessary for intergovernmental review. The Minor Site Plan Application shall be reviewed consistent with Section 55-58(a)(4) of this Chapter.

(5) Action on Minor Site Plan. The City Planning Department shall determine if the Minor Site Plan is either in compliance or not in compliance with City Code and ready to proceed.

a. If in compliance, and there are no outstanding documents, actions, or information needed, the Minor Site Plan shall be deemed approved.

b. If not in compliance, the Planning Director shall specify the reasons therefore, how the application may be brought into compliance, and convey this information to the applicant. Within 180 days of said conveyance the applicant may submit documents, actions, or information to comply with the requirements. In this event,

the compliance review recommendation(s) of the Department shall be amended accordingly. If an application does not achieve compliance within the 180 days referenced above, the entire application shall be void.

**SECTION 2.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 3.** All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**SECTION 4.** This Ordinance shall be and become effective immediately upon final passage.

**APPROVED AS TO FORM & CORRECTNESS**:

_____
Peter J. Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

**WE, THE UNDERSIGNED**, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-016 was duly advertised by title only in the St. Lucie News Tribune on Sunday, March 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on April 1, 2019; and was duly introduced, read by title only, and passed on second and final reading April 15, 2019, by the City Commission of the City of Fort Pierce, Florida.

**IN WITNESS HEREWITH**, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this XX day of April, 2019.

_____
**Linda Hudson**
**MAYOR COMMISSIONER**

ATTEST

_____
**Linda W. Cox**
**CITY CLERK**

**(CITY SEAL)**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

**TO:** Nicholas C. Mimms, PE, City Manager

**FROM:** Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

**RE:** Amendment to Chapter 22 - Zoning
Article III – Basic Zoning Districts
Section 22-58 – Major and minor site plan applications

**DATE:** April 24, 2019

## STAFF REPORT

This is a Zoning Text Amendment to Article IV – Supplementary Regulations, Section 22-58 Major & Minor Site Plan Applications, of the City of Fort Pierce Code of Ordinances to increase the square foot thresholds for administrative review and approval of commercial and industrial site plans from 4,000 square feet to 50,000 square feet. The Text Amendment would also increase the administrative review threshold for multi-family residential projects from 20 to 50 units as well as establishing the same minimum thresholds for other residential projects. To this end, site plan reviews will be subject to approval from either a Major or Minor Site Plan Application.

The proposed Text Amendment also seeks to clarify the minimum submittal requirements for Major or Minor Site Plan Applications and delineate the process through which these applications are reviewed by the Technical Review Committee, Planning Board, and City Commission. In brief, all Site Plan applications will be reviewed by the Technical Review Committee. The distinction between both types of applications, however, is that Major Site Plans will require Planning Board review and City Commission approval, while Minor Site Plans may be ultimately approved by the Planning Director after it has been determined that the application is in compliance with City Code and no outstanding documents, actions, or information are needed.

These new thresholds were proposed by the Development Review Task Force in June of 2018 as part of an evaluation of the City's regulatory/permitting process. Their recommendations have been discussed with the City Commission and this Text Amendment now seeks to formally adopt the previous consensus.

The Technical Review Committee reviewed this item on January 17, 2019. Comments from each department and agency are attached. On February 12, 2019, the Planning Board voted 5-1 to recommend denial of the proposed Text Amendment.

On April 1, 2019, the City Commission heard this request. After subsequent discussion regarding a threshold review standard that could be supported by the Commission, the Text Amendment was remanded back to the Planning Board for further review. On April 9, 2019, the Planning Board voted 7-0 to recommend approval of the proposed Text Amendment, with the modification that the existing administrative site plan review thresholds for multi-family and commercial / industrial projects remain unchanged.

Attachments:
Proposed Text Amendment (original)
Proposed Text Amendment (Planning Board)
Technical Review Committee Comments
St. Lucie County Development Review Task Force Recommendations
Proposed Ordinance (original)
Proposed Ordinance (Planning Board)

Section 22-59. - Major and minor site plan application.

(a) Major Site Plans

(1) General. A Major Site Plan is one which is:

a. A residential project which exceeds 50 total dwelling units, or

b. A non-residential or mixed-use development over 50,000 square feet in area.

(2) Pre-application conference required. Prior to filing for Major Site Plan review, the developer and/or consultant shall meet with the City Planning Department, and any other relevant departments, to discuss the development review. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form.

(3) Submittal requirements.

a. Application. Application forms for any Site Plan review shall be available from the City Planning Department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation. The completed application form shall be accompanied by appropriate review fees, a vicinity map, a Site Plan, and by any other information required by the City Planning Department.

b. Vicinity map. The vicinity map shall indicate the general location of the site, abutting streets, existing utilities, complete legal description of the property in question, and all adjacent land uses.

c. Site Plan. A Site Plan shall include, at minimum, the following items. The Planning Director shall have the discretion to request additional information, studies, or plans dependent on the nature of the development being proposed.

i. Name, location, owner, and designer/consultant of the proposed development.

ii. Present zoning for subject site.

iii. Location of the site in relation to surrounding properties, including the means of ingress and egress to such properties and any screening or buffers on such properties as well as access and traffic flow for both vehicular and pedestrian traffic.

iv. Date, north arrow, and graphic scale not less than one inch equal to 50 feet.

v. Area, dimensions, and boundaries of the site.

vi. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, gutters, and streets.

vii. Location of existing telephone and power poles and access to utilities and points of utility hookups.

viii. Location and dimensions of all existing and proposed parking areas and loading areas, along with a lighting plan which shows illumination of all parking areas, as well as interior and immediately adjoining streets, at levels consistent with City Code.

ix. Location, size, and design of proposed landscaped areas (including existing trees and required landscaped buffer areas).

x. Location and size of any lakes, ponds, canals, or other waters and waterways along with watercourses, easements, mean high tide lines, ordinary high water lines and section lines.

xi. Structures and major features fully dimensioned including setbacks, distances between structures, floor area, width of driveways, parking spaces, property or lot lines, and percent of property covered by structures.

xii. Location of dumpsters with details of any enclosures.

xiii. Locations, general dimensions, and uses of all buildings and structures, including overhangs, porches, balconies and building heights.

xiv. A storm drainage plan which indicates the techniques used to control drainage. The plan shall include:

1) Location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for one hundred (100) feet in all directions;

2) Retention areas and exfiltration systems;

3) Length, width, depth and direction of flow for all canals and ditches;

4) Storm sewers and appurtenances;

5) Contour lines at one-foot intervals; and

6) A note indicating that all storm drainage facilities shall conform to Chapters 17 and 18 of the Fort Pierce Code of Ordinances and the "Standard Specifications" adopted by the City Commission on February 13, 1973.

xv. A plan providing, where applicable, for the protection of the beach and dune system. The plan shall include these requirements:

1) Demonstration of compliance with the coastal construction control line established pursuant to Chapter 161, Florida Statutes;

2) All beach access points are to be provided as beach/dune walkovers in accordance with the requirements of the Florida Department of Natural Resources;

3) No construction which threatens the stability of the primary dune or beach itself shall be permitted;

4) No rigid shore protection structures shall be permitted except when used as part of a comprehensive plan for beach restoration and when nonstructural alternatives are unavailable;

5) Demonstration of dune restoration measures conforming to the requirements of the Florida Department of Natural Resources

xvi. A Design Review Plan which meets the requirements of Section 22-59.

xvii. For residential, hotel, motel, bed & breakfast, mobile home park, or other comparable use Site Plans:

1) Tabulation of gross acreage.

2) Tabulation of density.

3) Number of dwelling units proposed.

4) Location and percent of total open space and recreation areas.

5) Percent of lot covered by buildings.

6) Floor area of dwelling units.

7) Number of proposed parking spaces.

8) Street layout.

9) Layout of mobile home stands (for mobile home parks only).

10) Stormwater management plan.

11) Recreation facility locations.

(4) Technical Review Committee. Once review has been completed, the City Planning Department shall then route the application to each reviewing department and other agencies that are part of the Technical Review Committee or are determined necessary for intergovernmental review. Each reviewer shall then submit written comments to the City Planning Department by the Technical Review Committee's meeting date. The Technical Review Committee shall be held on the third Thursday of each month where comments from reviewing departments and other agencies shall be used to determine whether the application complies with the requirements of this Code or if revisions or additional information is needed in order to proceed.

(5) Planning Board. Once the City Planning Department has determined the application is ready to proceed, the Department will prepare a staff report and recommendation for consideration by the City Planning Board. Notice of the public hearing shall be consistent with Section 22-143 of this Chapter.

(6) City Commission. The City Planning Department will prepare a staff report and recommendation for consideration by the Planning Board. The Planning Board may choose to approve, with or without conditions, deny, or table the item. In no case, however, may a Major Site Plan proceed to City Commission without action from the Planning Board. Notice of the public hearing shall be consistent with Section 22-143 of this Chapter.

(7) City Commission public hearing.

a. At the public hearing, the City Commission shall hear from all interested parties regarding whether the Major Site Plan Application complies with the requirements of this Code. The City Commission shall consider the application, the written comments of each responding department and agency, the compliance recommendation of the City Planning Department, and the comments presented to the Planning Board and City Commission.

b. The City Commission may choose to approve the Major Site Plan, with or without conditions, deny the Site Plan, withdraw the Site Plan, or continue the public hearing.

c. During the public hearing, the City Commission may decide that additional information is necessary to complete its review and may continue the public hearing for this purpose. A continuance shall be to a time certain and shall be announced at the public hearing. Not more than one continuance shall be granted for this purpose.

(b) Minor site plan

(1) General. A Minor Site Plan is one which is:

a. A single-family, duplex, triplex, townhouse, multi-dwelling building, manufactured home, or multi-family residential project of between 2 and 49 units, inclusive, or

b. A non-residential or mixed-use development under 50,000 square feet in area.

(2) Pre-application conference. Prior to filing for Minor Site Plan review, the developer and/or consultant shall meet with the City Planning Department, and any other relevant departments, to discuss the development review. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form. The Planning Director may have the option to waive the pre-application conference for any Minor Site Plan Application.

(3) Submittal requirements. Application forms for a Minor Site Plan review shall be available from the City Planning Department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation. The completed application form shall be accompanied by appropriate review fees, a vicinity map, a Site Plan, and by any other information required by the City Planning Department. The vicinity map and Site Plan shall be submitted in compliance with Section 55-58(a)(3) of this Chapter.

(4) Technical Review Committee. Once review has been completed, the City Planning Department shall then route the application to each reviewing department and other agencies that are part of the Technical Review Committee or are

determined necessary for intergovernmental review. The Minor Site Plan Application shall be reviewed consistent with Section 55-58(a)(4) of this Chapter.

(5) Action on Minor Site Plan. The City Planning Department shall determine if the Minor Site Plan is either in compliance or not in compliance with City Code and ready to proceed.

a. If in compliance, and there are no outstanding documents, actions, or information needed, the Minor Site Plan shall be deemed approved.

b. If not in compliance, the Planning Director shall specify the reasons therefore, how the application may be brought into compliance, and convey this information to the applicant. Within 180 days of said conveyance the applicant may submit documents, actions, or information to comply with the requirements. In this event, the compliance review recommendation(s) of the Department shall be amended accordingly. If an application does not achieve compliance within the 180 days referenced above, the entire application shall be void.

Section 22-59. - Major and minor site plan application.

(a) Major Site Plans

(1) General. A Major Site Plan is one which is:

a. A residential project which exceeds 20 total dwelling units, or

b. A non-residential or mixed-use development 4,000 square feet in area or larger.

(2) Pre-application conference required. Prior to filing for Major Site Plan review, the developer and/or consultant shall meet with the City Planning Department, and any other relevant departments, to discuss the development review. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form.

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a. Application. Application forms for any Site Plan review shall be available from the City Planning Department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation. The completed application form shall be accompanied by appropriate review fees, a vicinity map, a Site Plan, and by any other information required by the City Planning Department.

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i. Name, location, owner, and designer/consultant of the proposed development.

ii. Present zoning for subject site.

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iv. Date, north arrow, and graphic scale not less than one inch equal to 50 feet.

v. Area, dimensions, and boundaries of the site.

vi. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, gutters, and streets.

vii. Location of existing telephone and power poles and access to utilities and points of utility hookups.

viii. Location and dimensions of all existing and proposed parking areas and loading areas, along with a lighting plan which shows illumination of all parking areas, as well as interior and immediately adjoining streets, at levels consistent with City Code.

ix. Location, size, and design of proposed landscaped areas (including existing trees and required landscaped buffer areas).

x. Location and size of any lakes, ponds, canals, or other waters and waterways along with watercourses, easements, mean high tide lines, ordinary high water lines and section lines.

xi. Structures and major features fully dimensioned including setbacks, distances between structures, floor area, width of driveways, parking spaces, property or lot lines, and percent of property covered by structures.

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a. At the public hearing, the City Commission shall hear from all interested parties regarding whether the Major Site Plan Application complies with the requirements of this Code. The City Commission shall consider the application, the written comments of each responding department and agency, the compliance recommendation of the City Planning Department, and the comments presented to the Planning Board and City Commission.

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THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

**TO : Rebeca Guerra, AICP, Assistant Planning Director**

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

RECEIVED
JAN 17 2019
CITY OF FORT PIERCE
PLANNING & ZONING

**RE : Chapter 22-22 Text Amendment**
**Allowed Uses**

**DATE : January 17, 2019**

This is to advise you that we have completed the review of the following documents as received by this office on January 4, 2019:

- [x] Text Amendment
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

**Based on our review of the amendment, we have determined that the requested text amendment does not require engineering review or approval. This amendment should be solely approved by the City Commission and Planning staff.**

- [ ] Recommend
- [ ] Do Not Recommend
- [ ] Approval of Amendment
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

JRA/jra
Q:\ENGINEERING\Site Development Projects\Miscellaneous\Zoning Text Amendments\Section 22\Text Amendment No Review Required - 011719.docx

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

**TO:** All Members of the TRC

**FROM:** Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Director of Planning

**RE:** TRC PROJECT NUMBER #19-99800003 (TEXT AMENDMENT TO CHAPTER 22)

**DATE:** JANUARY 4, 2019

## Zoning Text Amendment – Chapter 22

The attached draft takes a first attempt at increasing the square foot thresholds for administrative review and approval of site plans. The current threshold is 4,000 square feet and the Growth Management Task Force suggested increasing the thresholds. This report has been discussed with the City Commission and seeks to formally adopt their previous consensus.

**January 16, 2019**

**Project:** **Zoning Text Amendment**
To: Rebeca A. Guerra
From: Grant Chambers
SLC-Engineering Division

1. The County has concerns regarding the raising the thresholds for Site Plan Review. The proposed thresholds could potentially allow for developments on County roadways to go through approval processes with the City before any traffic and access impacts can be properly addressed by the County. Applicants will typically wait to submit applications for driveway and Right-of-Way permits until they are set to begin construction. The County is looking for clarification on what the review process would be for projects falling below these thresholds.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

RECEIVED
JAN 17 2019
CITY OF FORT PIERCE
PLANNING & ZONING

# BUILDING DEPARTMENT
# TECHNICAL REVIEW COMMITTEE (TRC)
# COMMENT FORM

**Meeting Date:** 1.17.19
**Property Address:** Text Amd – Chapter 22 Zoning, Article 3 – Basic Zoning Districts, Sect. 22-23 Allowed Uses
**Property Name:**
**Project Name:**
**Planner:** Rebecca Guerra

***Please be advised that the project may trigger the requirements indicated below:***

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

**Additional Comments/Requirements:**

Building Official's or Representative's Signature _____ Date: 1/15/19

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

# Technical Review Committee meeting

## January 17th, 2019

Case # 19-99800003

Zoning text amendment, Chapter 22

**Comments:**

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

ST. LUCIE COUNTY
PLANNING & DEVELOPMENT SERVICES
TECHNICAL REVIEW LETTER

| | |
|---|---|
| **TO:** | Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Director of Planning |
| **FROM:** | Kori Benton, Senior Planner |
| **DATE:** | January 17, 2019 |
| **SUBJECT:** | **City of Fort Pierce Proposed Zoning Text Amendment – Chapter 22 Site Plan Approval - Threshold**<br>Technical Review Project: # 19-99800003 |

The St. Lucie County Planning & Development Services Department has completed a review of the January 4, 2019 distribution of Technical Review Project# 19-99800003.

**Background**

The City of Fort Pierce is coordinating with the Development Review Task force to evaluate the City's Land Development Code and review procedures for development. The subject proposal seeks to increase the square foot thresholds for administrative review and approval of site plans. The current threshold is 4,000 square feet and the Growth Management Task Force suggested increasing the thresholds. This report has been discussed with the City of Fort Pierce Commission and seeks to formally adopt their previous consensus.

The report notes that, "The Task Force recommends thresholds comparable to St. Lucie County thresholds for staff approval of projects be established.

1. Non-Residential site plan projects under 50,000 square feet should be approved by staff without requiring City Commission approval.
2. Residential site plans of 50 units or less should also be approved by staff without requiring City Commission approval."

**Review Comments**

1. St. Lucie County's has designated non-residential development between 6,000 – 50,000 sq. ft., and multi-family residential development of less than fifty (50) units, that does not involve platting. This designation, per LDC Section 11.02.02, is coupled with review procedures as contained within LDC Section 11.02.03. - Review of Applications for Minor Site Plans, standards for review as found in LDC Section 11.02.07. - Standards for Site Plan Review, and detailed submittal as detailed in LDC Section 11.02.09. - Submittals for Minor and Major Site Plans.

    - The submittal requirements, review standards, and review procedure for Minor Site Plans is in substantial alignment with the guidelines for "Major Site Plan", however the final decision authority is administrative, with the Director of Development.
    - The review process includes evaluation of the application by the Development Review Committee (DRC), review standards accounting for Consistency With Local Ordinances and Comprehensive Plan, Effect on Nearby Properties, Adequacy of Public Facilities (including concurrency review and required certificate of capacity), Adequacy of Fire Protection, Adequacy of School Facilities, and Environmental Impact.

- Upon review and certification by the DRC, and final decision by the Director of Development as to the Site Plan and Certificate of Capacity, an "Order" containing detail of the project, conditions of approval (where applicable), and certificate of capacity, is signed and recorded in St. Lucie County Public Records.

2. The City of Fort Pierce is encouraged to evaluate the proposed amendment and consider coupling the amendment with procedures, submittal requirements, standards of review, accounting mechanisms for approved projects, and other support detail to ensure a detailed application procedure is presented and utilized for processing such development applications.
    - Due to the potential impacts to public facilities, including many County maintained facilities such as roadways, the amendment is encouraged to retain/include coordination with the Technical Review Committee (TRC) for application review.
    - The City may consider reviewing sections of the LDC pertaining to topics such as concurrency review, Environmental Assessment requirements for applications, Traffic Impact Analysis preparation by applicants, wetland impacts/preservation, tree protection, vehicle queuing and stacking requirements for projects, etc. to determine whether ancillary updates or amendments should be coupled with this proposal. As the amendment is currently presented, there may be limited opportunity to request such analysis or integrate conditions of approval for projects under 50,000 sq. ft., in the absence of complimentary policy amendments or adoption.

3. The referenced or applicable sections of St. Lucie County Code pertaining to this threshold window are attached for reference.

Please contact me at 772-462-2518 if you have any questions or would like to discuss the presented comments.

June 2018



## ST. LUCIE COUNTY

# DEVELOPMENT REVIEW

# TASK FORCE

St. Lucie EDC

ST. LUCIE COUNTY Chamber of Commerce

Building A Better Tomorrow.
TCBA Since 1974
TREASURE COAST BUILDERS ASSOCIATION
MARTIN · ST. LUCIE · INDIAN RIVER · OKEECHOBEE

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V. Utility Department


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# I. INTRODUCTION

In October 2010, St. Lucie County's Economic Development Council and its Chamber of Commerce were asked by St. Lucie County's Administrator and Planning Director to evaluate the county's permitting and development processes for business. At that time, the Development Review Task Force was formed and in May of 2011, the task force shared their findings.

In August 2016, the Economic Development Council (EDC) discovered through meetings with their investors, regulatory processes in the City of Port St. Lucie were often called into question indicating there may be a need to establish a similar group to evaluate the City's permitting process. As a result, the EDC, the Chamber and the Treasure Coast Builders Association (TCBA) reestablished the Development Review Task Force.

Upon hearing of the reassembling of the group, Assistant City Manager Linda Cox, reached out to the Task Force to request an evaluation of the City of Fort Pierce's regulatory/permitting process.

The goal of the Task Force was identified as follows:

> Establish easily recognizable expectations for the benefit of both the applicant and the City's departments; eliminate any misconception, confusion, duplication, or unessential items in an effort to streamline regulatory processes; improve upon the experience for all parties in order to establish a pro-business atmosphere.

The Task Force subsequently met with Ms. Cox and several department heads from the City of Fort Pierce. A monthly meeting time was established and the group would convene to discuss each department individually to go over concerns held by either staff or members of the Task Force. The order was as follows; Planning & Zoning, Building, Fort Pierce Utility Authority, Public Works/ Engineering.

# II. SUMMARY OF FINDINGS

A. As meetings progressed, several recommendations universal to the process independent of department were identified. The items listed below are those established by the Task Force to be of upmost importance for all parties and should be deemed imperative to the process.

1. All department policies should be available online to allow applicants the best chance to prepare applications that meet policy and reduce staff review/comment time.
2. All departments must have a defined, mapped and time-lined process for any type of application and these time-lines should be made available online.
3. A centralized system should be established allowing all departments and applicants the ability to track processes and progression in all departments.
4. Design standards must be clearly set forth and available online for all types of projects. Including projects in the CRA and Historic District
5. A position should be established within the city to help applicants navigate the various approval processes in order to better serve the public.
6. Additionally, a similar position at the Fort Pierce Utility Authority should be similarly maintained.
7. The Technical Review Committee (TRC) should serve as the project overview meeting and all departments should have representation at TRC. Input from the county should be submitted in a timeframe that closely matches the city's and their comments should be restricted to matters within their jurisdiction.

# III. PLANNING AND ZONING

A. The Task Force recommends thresholds comparable to St. Lucie County thresholds for staff approval of projects be established.

1. Non-Residential site plan projects under 50,000 square feet should be approved by staff without requiring City Commission approval.
2. Residential site plans of 50 units or less should also be approved by staff without requiring City Commission approval..

B. The ability to fast track targeted industries or job creating projects should be established and relevant to the process.

C. The city should establish a voluntary, paid for, pre-application process with fees credited toward any future application fees.

D. A table of allowed uses within each zoning category should be available to the public and online with ITE codes.

E. The preliminary plat approval should be optional.

F. Platting requirements should follow state statute and local requirements eliminated.

G. Under the various zoning categories, an increase of permitted uses should be made in order to reduce the need for conditional use approvals.

# IV. BUILDING DEPARTMENT

A. The ability to track the status of all projects among all departments online should be established.

B. The Task Force supports the hiring of a Licensing Investigator.

C. The approximate timeline for all permits should be made public.

D. The ability to apply for and receive a "foundation only" permit is vital to the congruency and timeframe of a project and should be available.

E. The Task Force recommends the hiring of a full-time inspector to increase service capabilities.

F. The availability of fast-tracking and after-hours inspections should be established.

G. A checklist for submittals should be established and available online.

H. Electronic submittal for certain projects should be available.

I. Update per CSR annually.

J. Allow the submittal of civil construction plan separate from the building permit process. These plans can be submitted to the building department, but should be reviewed by the engineering department. This will allow for applicants to begin civil construction while building plans are being developed and/or approved.

# V. UTILITIES DEPARTMENT

1. A database that provides services available by address should be established.
2. A map of future use should be established.
3. Concessions for the initiation of economically viable corridors should be established.
4. Establish and maintain an economic development liaison.

# TASK FORCE MEMBERS

Terissa Aronson, President/CEO
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**ORDINANCE NO. 19-016**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA TO REPEAL CHAPTER 22, ARTICLE IV, SECTION 22-58 "SITE PLAN REVIEW;" TO ADOPT A NEW CHAPTER 22, ARTICLE IV, SECTION 22-58 "MAJOR AND MINOR SITE PLAN APPLICATION," ESTABLISHING NEW THRESHOLDS FOR SITE PLAN REVIEWS, CREATING MAJOR AND MINOR SITE PLAN REVIEW CLASSIFICATIONS, ESTABLISHING APPLICATION SUBMITTAL REQUIREMENTS FOR MAJOR SITE PLANS, CLARIFYING REVIEW PROCESSES BY THE TECHNICAL REVIEW COMMITTEE, PLANNING, BOARD AND CITY COMMISSION FOR MAJOR SITE PLANS, AND CREATING A NEW MINOR SITE PLAN REVIEW PROCESS AND ASSOCIATED APPLICATION REQUIREMENTS; TO AMEND THE FOLLOWING SUBSECTIONS OF CHAPTER 22, ARTICLE III, FOR CONSISTENCY WITH NEW THRESHOLDS OF SITE PLAN REVIEWS: SUBSECTION 22-27(C)(1) "MEDIUM DENSITY RESIDENTIAL ZONE (R-4)," SUBSECTION 22-27.1(C)(1) "HUTCHINSON ISLAND MEDIUM DENSITY RESIDENTIAL ZONE (R-4A)," SUBSECTION 22-28(C)(1) "HIGH DENSITY RESIDENTIAL ZONE (R-5)," SUBSECTION 22-29(C)(1) "OFFICE COMMERCIAL ZONE (C-1)," SUBSECTION 22-30(C)(1) "NEIGHBORHOOD COMMERCIAL ZONE (C-2)," SUBSECTION 22-31(C)(1) "GENERAL COMMERCIAL ZONE (C-3)," SUBSECTION 22-32(C)(2) "CENTRAL COMMERCIAL ZONE (C-4)," SUBSECTION 22-33(C)(1) "TOURIST COMMERCIAL ZONE (C-5)," SUBSECTION 22-33.1(C)(1) "MARINE COMMERCIAL ZONE (C-6)," SUBSECTION 22-34(C)(1) "LIGHT INDUSTRIAL ZONE (I-1)," SUBSECTION 22-34.1(C)(1) "HEAVY INDUSTRIAL ZONE (I-3)," SUBSECTION 22-35(D)(1) "MARINE INDUSTRIAL ZONE (I-2)," SUBSECTION 22-35.1(E)(1) "COMMERCIAL PARKWAY ZONE (CP-1)," SUBSECTION 22-36(C)(1) "GENERAL AND RECREATIONAL OPEN SPACE ZONE (OS-1);" PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the City Commission of the City of Fort Pierce on June 15, 1981, approved Ordinance H-186 that created Section 22-58, Design Review; and

**WHEREAS,** development proposals shall be reviewed for consistency with the City's design review guidelines and development standards; and

**WHEREAS,** changes to the City's Design Review process have been recommended by the Growth Management Task Force in June of 2018 as part of an evaluation of the City's regulatory and permitting process; and

**WHEREAS,** Section 22-58 has been amended from time to time since it was formally adopted on June 15, 1981, under Ordinance H-186; and

**WHEREAS,** the City of Fort Pierce Planning Board held a public meeting on February 12, 2019, to consider the land development code amendment and recommended denial of the amendment by a vote of 5 to 1; and

**NOW, THEREFORE BE IT ORDAINED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** Article III, Section 22-58(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-27. - Medium Density Residential Zone (R-4).

(c) Other applicable use standards.

(1) All multifamily housing developments ~~with twenty (20) or more dwelling units~~ shall be subject to site plan review procedures specified in Section 22-58.

**SECTION 2.** Article III, Section 22-27.1(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-27.1. - Hutchinson Island Medium Density Residential Zone (R-4A).

(c) Other applicable use standards.

(1) All multifamily housing developments ~~with twenty (20) or more dwelling units~~ shall be subject to site plan review procedures specified in Section 22-58.

**SECTION 3.** Article III, Section 22-28(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-28. - High Density Residential Zone (R-5).

(c) Other applicable use standards.

(1) All multifamily housing developments ~~with twenty (20) or more dwelling units~~ shall be subject to site plan review procedures specified in Section 22-58.

**SECTION 4.** Article III, Section 22-29(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-29. - Office Commercial Zone (C-1).

(c) Other applicable use standards.

(1) Site plan review ~~shall be required for uses which have buildings with more than four thousand (4,000) square feet of floor area~~ shall be required as outlined in Section 22-58.

**SECTION 5.** Article III, Section 22-30(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-30. - Neighborhood Commercial Zone (C-2).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for multifamily housing developments with twenty (20) or more dwelling units and for other uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 6.** Article III, Section 22-31(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-31. - General Commercial Zone (C-3).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 7.** Article III, Section 22-32(c)(2) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-32. - Central Commercial Zone (C-4).

(c) Other applicable use standards.

(2) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 8.** Article III, Section 22-33(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-33. - Tourist Commercial Zone (C-5).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for multifamily housing developments and for other uses which have buildings with more than four thousand (4,000) feet of floor area~~ as outlined in Section 22-58.

**SECTION 9.** Article III, Section 22-33.1(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-33.1. - Marine Commercial Zone (C-6).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 10.** Article III, Section 22-34(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-34. - Light Industrial Zone (I-1).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 11.** Article III, Section 22-34.1(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-34.1. - Heavy Industrial Zone (I-3).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 12.** Article III, Section 22-35(d)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-35. - Marine Industrial Zone (I-2).

(d) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 13.** Article III, Section 22-35.1(e)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-35.1. - Commercial Parkway Zone (CP-1).

(e) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 13.** Article III, Section 22-35.1(c)(1) is hereby amended so that the same shall read as follows:

ARTICLE III. - BASIC ZONING DISTRICTS

Section 22-36. - General and Recreational Open Space Zone (OS-1).

(c) Other applicable use standards.

(1) Site plan review shall be required ~~for all uses which have buildings with more than four thousand (4,000) square feet of floor area~~ as outlined in Section 22-58.

**SECTION 14.** Section 22-58 is hereby amended so that the same shall read as follows:

~~Section 22-58. - Site plan review.~~

~~(a) Purpose. Site plan review is intended for developments other than planned unit developments which due to their size or other characteristics require special review to determine their compatibility with the surrounding area and suitability for on-site activities consistent with the natural features of the property.~~

~~(b) Site plan review required. Site plans in accordance with the provisions of this section are generally required for the following types of development:~~

~~(1) Multifamily construction exceeding twenty (20) living units on one lot, group of lots or parcel of land;~~

~~(2) Commercial, industrial or public development where the principal structure exceeds four thousand (4,000) square feet of gross floor area;~~

~~(3) Conditional uses including innovative residential developments regardless of number of units or gross floor area;~~

~~(4) Uses otherwise requiring site plan review will be exempt from the requirement of such review where there is no new construction associated with the use or such construction is limited to: a. Changes in the interior of an existing building; and b. Repair of an existing structure when there is no expansion of the gross floor area.~~

~~(5) Site plan review shall be required for any manmade change to improved or unimproved real estate in FH zones notwithstanding other provisions of this chapter, including but not limited to, buildings or other structures, dredging, filling, grading, paving or excavation. Applications for site plan review shall be reviewed to assure that proposed construction will minimize flooding. The test of minimizing~~

~~flooding where flood elevation data is not available is a local judgment and includes use of historical data, mean high tide line information, photographs of past flooding and other relevant material, where available.~~

~~(c) Performance bond. The city commission may require as a condition for approval that the applicant furnish a development bond up to, and not to exceed, the cost of the required improvements.~~

~~(d) Application for site plan review. A property owner or his designated representative may initiate a request for site plan review by filing an application with the department of planning and development, using forms prescribed by the city. This application will be accompanied by the following information:~~

~~(1) Statements of ownership and control of the proposed development and statements describing in detail the character and intended use of the development.~~

~~(2) A general location map which shows the approximate location of streets, street signals and vehicular access points to streets along streets abutting the proposed development, rights-of-way, zoning districts, existing land uses and important physical features (including drainage ways) within five hundred (500) feet of property proposed for development.~~

~~(3) A survey prepared by a Florida registered land surveyor certifying the gross acreage within the property, excluding aquatic areas.~~

~~(4) A site plan showing the date, scale, north arrow and:~~

~~a. Boundaries of the project and any existing streets, watercourses, easements, mean high tide lines, ordinary high water lines and section lines;~~

~~b. Locations, general dimensions and uses of all buildings and structures, including overhangs, porches, balconies and building heights;~~

~~c. Access and traffic flow for both vehicular and pedestrian traffic;~~

~~d. Off-street parking and loading areas;~~

~~e. Recreation facility locations;~~

~~f. All screens and buffers;~~

~~g. Refuse collection areas;~~

~~h. Location of existing telephone and power poles and access to utilities and points of utility hookups;~~

~~i. Location and size of all signs; and~~

~~j. Tabulation of acreage devoted to various land uses; ground coverage by structures; impervious surface coverage; off-street parking and loading spaces; and gross density for residential uses.~~

~~(5) A general landscaping plan which meets the requirements of article XII of this chapter.~~

~~(6) A storm drainage plan which indicates the techniques used to control drainage. The plan shall include:~~

~~a. Location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for one hundred (100) feet in all directions;~~

~~b. Retention areas and exfiltration systems;~~

~~c. Length, width, depth and direction of flow for all canals and ditches;~~

~~d. Storm sewers and appurtenances;~~

~~e. Contour lines at one-foot intervals; and~~

~~f. A note indicating that all storm drainage facilities shall conform to Chapters 17 and 18 of the Fort Pierce Code of Ordinances and the "standard specifications" adopted by the city commission on February 13, 1973.~~

~~(7) A plan providing, where applicable, for the protection of the beach and dune system. The plan shall include these requirements:~~

~~a. Demonstration of compliance with the coastal construction control line established pursuant to Chapter 161, Florida Statutes;~~

~~b. All beach access points are to be provided as beach/dune walkovers in accordance with the requirements of the Florida Department of Natural Resources;~~

~~c. No construction which threatens the stability of the primary dune or beach itself shall be permitted;~~

~~d. No rigid shore protection structures shall be permitted except when used as part of a comprehensive plan for beach restoration and when nonstructural alternatives are unavailable;~~

e. Demonstration of dune restoration measures conforming to the requirements of the Florida Department of Natural Resources.

(8) A lighting plan which shows illumination of all interior and immediately adjoining streets as follows:

a. At least one (1) average footcandle for streets classified as collector classified as collector, arterial or higher;

b. At least five-tenths average footcandle for streets other than as described in the immediately foregoing subsection;

c. At least one (1) average footcandle for specially designated pedestrian walkways.

The uniformity ratio for lighting required by this section shall be an average/minimum ratio of ten (10) to one (1). There shall be included with the lighting plan a statement of a registered engineer or architect showing calculations demonstrating compliance with this section to the city engineer and such statement shall be subject to the city engineer's approval. Subsequently a certificate of occupancy may not be issued until there is filed with the director a certificate from a registered engineer or architect of design that the lighting installation meets the requirements of this section.

(9) A design review plan which meets the requirements of Section 22-59.

(e) Conceptual development plan procedure. Prior to, but not in lieu of, submission of a complete application and site plan the applicant may, solely at his own election, adopt the following procedure:

(1) A conceptual development plan may be submitted to the department of planning and development, which shall schedule a meeting for its consideration by the city planning board. The conceptual development plan shall include a map showing the general layout of the proposed development, statements describing in detail the character and intended use of the development and information bearing on the ownership and control of the proposed use;

(2) The city planning board shall review the conceptual development plan and make recommendations as appropriate for its approval or disapproval;

(3) The city commission shall hold a hearing and approve or disapprove the conceptual development plan or approve it with conditions.

(f) Site plan approval. When site plan approval is required by the district, type or size of the development and is not otherwise exempt from site plan review, the following procedure and requirement shall be followed:

~~(1) An application for site plan review shall be submitted for the proposed development to the department of planning and development;~~

~~(2) The department of planning and development will review the proposed site plan to insure that it conforms to all city codes and ordinances. If there are no violations it will be forwarded to the city planning board with a report on its compliance with the comprehensive plan and its conformance to any conceptual development plan for the development which has previously been reviewed by the city commission;~~

~~(3) The city planning board shall review the proposed site plan and make a recommendation to the city commission. If the board recommends disapproval, the reason shall be stated;~~

~~(4) The city commission shall hold a hearing and approve or disapprove the proposed site plan. Prior approval of a conceptual development plan shall not prevent the city commission from disapproving a final application in the event it determined that such application does not conform to the standards and requirements of this section.~~

~~(g) The city planning board shall consider whether the following standards have been met in its review of the application:~~

~~(1) The site has an adequate amount of space for any yards, buildings, drives, parking, loading and unloading areas, storage facilities, utilities or other facilities which are required by city ordinances or desired by the applicant.~~

~~(2) A suitable site layout will be used for access points, on-site drives, parking, loading and unloading areas, refuse collection and disposal points, sidewalks, bike paths or other transportation facilities required by city ordinances or desired by the applicant. Suitability, in part, shall be determined by the potential impact of these facilities on safety, traffic flow and control and emergency vehicle movements.~~

~~(3) Development plans for the property will adequately overcome any limitations resulting from the topography, soils, flooding or other physical characteristics of the site. Potential problems will be eliminated or reduced to the extent necessary for avoiding hazardous situations.~~

~~(4) The placement of buildings, utilities, other facilities and landscaping will be appropriate for on-site activities. The placement of facilities in waterfront areas will take into account the impact on views and vistas from adjacent roads, residential areas and nearby tourist oriented commercial uses and waterfront access points.~~

~~(5) Uses having potential air-polluting sources such as stacks, burning facilities, concentrations of motor vehicles and dust-generating processes shall be located and designed to provide adequate separation of these sources from other development and especially residential neighborhoods, institutional uses and outdoor recreation areas. Any adverse air quality impacts of the use will be reduced to the extent practical.~~

~~(6) The storm drainage plan, to the extent practical, will attempt to follow the principle that the water falling on a given site should be absorbed to the extent that after development the quantity and rate of water leaving the site would not be significantly different than if the site had remained undeveloped. Techniques that capitalize on and are consistent with natural resources and processes will be used whenever possible. In part, the intent of the plan should be to minimize the adverse cumulative effects of development in an area on drainage.~~

~~(7) The storm drainage plan shall include provisions needed to control water and wind erosion during and after construction associated with the development. Runoff from impervious surfaces or other potential polluting sources in developments with three (3) or more acres of impervious area should be directed to retention areas or through vegetated areas as needed to allow sedimentation and filtration of contaminants to occur before runoff enters canals, rivers or wetland areas. Any adverse water quality impacts of the use will be reduced to the extent practical.~~

~~(h) The city commission shall not approve the site plan if:~~

~~(1) It does not conform to all applicable provisions of the zoning ordinance;~~

~~(2) The health, safety and general welfare of the public are not properly provided for.~~

~~(i) Any change or modification in an approved site plan which is not exempt from the requirements of this section shall require approval of the city commission and shall follow the same procedure required for original approval, except that the director of development may authorize minor amendments to an approved site plan which are not otherwise exempt from site plan review pursuant to this section. Such minor amendments shall be consistent with the intent and purpose of the comprehensive plan and this ordinance and shall be the minimum necessary to overcome the particular difficulty which necessitated such amendment. Such minor amendment shall not:~~

~~(1) Change the use or character of the development;~~

~~(2) Increase the overall coverage or height of structures by more than ten (10) per cent;~~

~~(3) Reduce the approved open space or increase the impervious surface by more than ten (10) per cent;~~

~~(4) Increase density or the total number of dwelling units or the intensity of the development.~~

~~All such minor amendments shall not become effective until a completed application form and filing fee have been received by the director of development and the director shall have advised the city commission of his administrative approval at the earliest practical opportunity; and such determination shall then become effective, unless the city commission thereupon finds that the proposed amendment is substantial, not minor, in nature, whereupon the amendment shall then be reviewed by the same procedure required for original approval as set forth in this section.~~

~~(j) Site plan approval shall terminate twelve (12) months after approval by the city commission if construction of buildings or structures has not been started. If, subsequent to this initial twelve-month period, a valid construction permit is not maintained, the site plan shall be deemed invalid or terminated. Site plan extensions of time may be granted by the city commission prior to the expiration of a site plan upon a showing of good cause and when such extension will promote public health, safety and general welfare. Any request for an extension to a site plan must be submitted in writing to the director of planning for review no later than thirty (30) days prior to expiration of the site plan.~~

Sec. 22-59. - Major and minor site plan application.

(a) Major Site Plans

(1) General. A Major Site Plan is one which is:

a. A residential project which exceeds 50 total dwelling units, or

b. A non-residential or mixed-use development over 50,000 square feet in area.

(2) Pre-application conference required. Prior to filing for Major Site Plan review, the developer and/or consultant shall meet with the City Planning Department, and any other relevant departments, to discuss the development review. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form.

(3) Submittal requirements.

a. Application. Application forms for any Site Plan review shall be available from the City Planning Department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation. The completed application form shall be accompanied by appropriate review fees, a vicinity map, a Site Plan, and by any other information required by the City Planning Department.

b. Vicinity map. The vicinity map shall indicate the general location of the site, abutting streets, existing utilities, complete legal description of the property in question, and all adjacent land uses.

c. Site Plan. A Site Plan shall include, at minimum, the following items. The Planning Director shall have the discretion to request additional information, studies, or plans dependent on the nature of the development being proposed.

i. Name, location, owner, and designer/consultant of the proposed development.

ii. Present zoning for subject site.

iii. Location of the site in relation to surrounding properties, including the means of ingress and egress to such properties and any screening or buffers on such properties as well as access and traffic flow for both vehicular and pedestrian traffic.

iv. Date, north arrow, and graphic scale not less than one inch equal to 50 feet.

v. Area, dimensions, and boundaries of the site.

vi. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, gutters, and streets.

vii. Location of existing telephone and power poles and access to utilities and points of utility hookups.

viii. Location and dimensions of all existing and proposed parking areas and loading areas, along with a lighting plan which shows illumination of all

parking areas, as well as interior and immediately adjoining streets, at levels consistent with City Code.

ix. Location, size, and design of proposed landscaped areas (including existing trees and required landscaped buffer areas).

x. Location and size of any lakes, ponds, canals, or other waters and waterways along with watercourses, easements, mean high tide lines, ordinary high water lines and section lines.

xi. Structures and major features fully dimensioned including setbacks, distances between structures, floor area, width of driveways, parking spaces, property or lot lines, and percent of property covered by structures.

xii. Location of dumpsters with details of any enclosures.

xiii. Locations, general dimensions, and uses of all buildings and structures, including overhangs, porches, balconies and building heights.

xiv. A storm drainage plan which indicates the techniques used to control drainage. The plan shall include:

1) Location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for one hundred (100) feet in all directions;

2) Retention areas and exfiltration systems;

3) Length, width, depth and direction of flow for all canals and ditches;

4) Storm sewers and appurtenances;

5) Contour lines at one-foot intervals; and

6) A note indicating that all storm drainage facilities shall conform to Chapters 17 and 18 of the Fort Pierce Code of Ordinances and the "Standard Specifications" adopted by the City Commission on February 13, 1973.

xv. A plan providing, where applicable, for the protection of the beach and dune system. The plan shall include these requirements:

1) Demonstration of compliance with the coastal construction control line established pursuant to Chapter 161, Florida Statutes;

2) All beach access points are to be provided as beach/dune walkovers in accordance with the requirements of the Florida Department of Natural Resources;

3) No construction which threatens the stability of the primary dune or beach itself shall be permitted;

4) No rigid shore protection structures shall be permitted except when used as part of a comprehensive plan for beach restoration and when nonstructural alternatives are unavailable;

5) Demonstration of dune restoration measures conforming to the requirements of the Florida Department of Natural Resources

xvi. A Design Review Plan which meets the requirements of Section 22-59.

xvii. For residential, hotel, motel, bed & breakfast, mobile home park, or other comparable use Site Plans:

1) Tabulation of gross acreage.

2) Tabulation of density.

3) Number of dwelling units proposed.

4) Location and percent of total open space and recreation areas.

5) Percent of lot covered by buildings.

6) Floor area of dwelling units.

7) Number of proposed parking spaces.

8) Street layout.

9) Layout of mobile home stands (for mobile home parks only).

10) Stormwater management plan.

11) Recreation facility locations.

(4) Technical Review Committee. Once review has been completed, the City Planning Department shall then route the application to each reviewing department and other agencies that are part of the Technical Review Committee or are determined necessary for intergovernmental review. Each reviewer shall then submit written comments to the City Planning Department by the Technical Review Committee's meeting date. The Technical Review Committee shall be held on the third Thursday of each month where comments from reviewing departments and

other agencies shall be used to determine whether the application complies with the requirements of this Code or if revisions or additional information is needed in order to proceed.

(5) Planning Board. Once the City Planning Department has determined the application is ready to proceed, the Department will prepare a staff report and recommendation for consideration by the City Planning Board. Notice of the public hearing shall be consistent with Section 22-143 of this Chapter.

(6) City Commission. The City Planning Department will prepare a staff report and recommendation for consideration by the Planning Board. The Planning Board may choose to approve, with or without conditions, deny, or table the item. In no case, however, may a Major Site Plan proceed to City Commission without action from the Planning Board. Notice of the public hearing shall be consistent with Section 22-143 of this Chapter.

(7) City Commission public hearing.

a. At the public hearing, the City Commission shall hear from all interested parties regarding whether the Major Site Plan Application complies with the requirements of this Code. The City Commission shall consider the application, the written comments of each responding department and agency, the compliance recommendation of the City Planning Department, and the comments presented to the Planning Board and City Commission.

b. The City Commission may choose to approve the Major Site Plan, with or without conditions, deny the Site Plan, withdraw the Site Plan, or continue the public hearing.

c. During the public hearing, the City Commission may decide that additional information is necessary to complete its review and may continue the public hearing for this purpose. A continuance shall be to a time certain and shall be announced at the public hearing. Not more than one continuance shall be granted for this purpose.

(b) Minor site plan

(1) General. A Minor Site Plan is one which is:

a. A single-family, duplex, triplex, townhouse, multi-dwelling building, manufactured home, or multi-family residential project of between 2 and 49 units, inclusive, or

b. A non-residential or mixed-use development under 50,000 square feet in area.

(2) Pre-application conference. Prior to filing for Minor Site Plan review, the developer and/or consultant shall meet with the City Planning Department, and any other relevant departments, to discuss the development review. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form. The Planning Director may have the option to waive the pre-application conference for any Minor Site Plan Application.

(3) Submittal requirements. Application forms for a Minor Site Plan review shall be available from the City Planning Department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation. The completed application form shall be accompanied by appropriate review fees, a vicinity map, a Site Plan, and by any other information required by the City Planning Department. The vicinity map and Site Plan shall be submitted in compliance with Section 55-58(a)(3) of this Chapter.

(4) Technical Review Committee. Once review has been completed, the City Planning Department shall then route the application to each reviewing department and other agencies that are part of the Technical Review Committee or are determined necessary for intergovernmental review. The Minor Site Plan Application shall be reviewed consistent with Section 55-58(a)(4) of this Chapter.

(5) Action on Minor Site Plan. The City Planning Department shall determine if the Minor Site Plan is either in compliance or not in compliance with City Code and ready to proceed.

a. If in compliance, and there are no outstanding documents, actions, or information needed, the Minor Site Plan shall be deemed approved.

b. If not in compliance, the Planning Director shall specify the reasons therefore, how the application may be brought into compliance, and convey this information to the applicant. Within 180 days of said conveyance the applicant may submit documents, actions, or information to comply with the requirements. In this event,

the compliance review recommendation(s) of the Department shall be amended accordingly. If an application does not achieve compliance within the 180 days referenced above, the entire application shall be void.

**SECTION 2.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 3.** All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**SECTION 4.** This Ordinance shall be and become effective immediately upon final passage.

**APPROVED AS TO FORM & CORRECTNESS**:

_____
Peter J. Sweeney
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

**WE, THE UNDERSIGNED**, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-016 was duly advertised by title only in the St. Lucie News Tribune on Sunday, March 17, 2019; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on April 1, 2019; and was duly introduced, read by title only, and passed on second and final reading April 15, 2019, by the City Commission of the City of Fort Pierce, Florida.

**IN WITNESS HEREWITH**, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this XX day of April, 2019.

_____
**Linda Hudson**
**MAYOR COMMISSIONER**

ATTEST

_____
**Linda W. Cox**
**CITY CLERK**

**(CITY SEAL)**

# Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

## AFFIDAVIT OF PUBLICATION

**STATE OF FLORIDA**
**COUNTY OF ST. LUCIE**

**Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.**

| Customer | Ad Number | Copyline | PO # |
|---|---|---|---|
| 463454 - CITY OF FORT PIERCE (LEGALS) | 2270957 | 19-016 SITE PLAN &THRESHOLDS | |

**Pub Dates**
April 21, 2019
May 5, 2019

Sworn to and subscribed before me this day of, May 06, 2019, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

**Karol Kangas** **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

# Jet skids into Florida river

## Boeing 737 traveling from Cuba tried to land in thunderstorm

**Josh Replogle and Mike Schneider**
ASSOCIATED PRESS



**A charter plane carrying 143 people from Cuba to Jacksonville, Fla., sits in a river Saturday. The Boeing 737 slid off a runway Friday night into the St. Johns River.** GARY MCCULLOUGH/AP

JACKSONVILLE, Fla. – A chartered jet carrying 143 people from the U.S. military base in Cuba tried to land in a thunderstorm and ended up in the river at Naval Air Station Jacksonville. Authorities said everyone on board emerged without critical injuries, lining up on the wings and waiting to be rescued.

The Boeing 737 landed in north Florida from Naval Station Guantanamo Bay, Cuba, on Friday night, with 136 passengers and seven crew members coming to a stop in shallow water in the St. Johns River. Everyone on board was alive and accounted for, but nearly two dozen people were transported to local hospitals. Most have since been released, authorities said.

Marine units from the Jacksonville's Sheriff's Department and Fire Rescue joined first responders from the naval air station, helping passengers and crew to safety.

Capt. Michael Connor, the commanding officer of NAS Jacksonville, described the passengers as a mix of military personnel and families, and a few civilians. Although some were staying in the area, others planned to fly on to other parts of the country.

"I think it is a miracle," Connor said. "We could be talking about a different story this evening."

Passengers lined up on the plane's wings before climbing into rescue boats, said the base's fire chief, Mark Brusoe.

Several pets were on the plane, as well, and their status wasn't immediately clear. A Navy statement early Saturday offering "hearts and prayers" to their owners said safety issues prevented rescuers from immediately retrieving the animals.

It wasn't immediately clear what went wrong. Boeing said in a tweet Friday night that it was investigating: "We are aware of an incident in Jacksonville, Fla., and are gathering information." The Federal Aviation Administration was referring media inquiries to NAS Jacksonville. The National Transportation Safety Board dispatched a team of 16 investigators to determine what happened.

Connor said he didn't know what impact the weather had on the flight. "I was at home when this happened and there were thunderstorms and lightning," he said.

The flight was a regular charter run by Miami Air International, which has many military contracts, including weekly flights between the U.S. base in Cuba and the Jacksonville air station, as well as Andrews Air Force Base in Maryland. The company didn't immediately respond to messages from the Associated Press.

The same plane had been expected to return to Cuba on Saturday to carry other members of the military, lawyers and others to Andrews after this week's military commission hearings of people charged with war crimes. The U.S. still holds 40 men at the detention center in Guantanamo Bay, including five charged with planning and aiding the Sept. 11, 2001, terror attacks.

It wasn't known how long it would take to remove the plane from the river, but Connor said the landing gear appeared to be resting on the river bed, making it unlikely for the aircraft to float away. He said crews began working to contain any jet fuel leaks almost immediately after securing the passengers' safety.

The chemical odors of fuel and oil were pungent as AP journalists took a boat for a closer look. The bottom of the plane was submerged, making it difficult to access the cargo hold, and the plane's nose cone was missing.

"We're obviously very concerned about the environment and we're doing everything we can to contain it," Connor said about the fuel. "Once we were assured that personnel were safe, our next priority effort was to ... contain any type of fuel."

Jacksonville Fire and Rescue tweeted that approximately 90 personnel responded to the scene, and that the department's special operations team had just trained with marine units for a similar incident earlier Friday.

## CITY OF FORT PIERCE AMENDMENT TO CHAPTER 22 - ZONING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) of the Florida State Statutes, will on Monday, May 6, 2019, and Monday, May 20, 2019, hold Public Hearings on the enactment of the proposed ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 6:30 p.m., to consider review and approval of the following:

ORDINANCE NO. 19-016 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA TO REPEAL CHAPTER 22, ARTICLE IV, SECTION 22-58 "SITE PLAN REVIEW;" TO ADOPT A NEW CHAPTER 22, ARTICLE IV, SECTION 22-58 "MAJOR AND MINOR SITE PLAN APPLICATION," ESTABLISHING NEW THRESHOLDS FOR SITE PLAN REVIEWS, CREATING MAJOR AND MINOR SITE PLAN REVIEW CLASSIFICATIONS, ESTABLISHING APPLICATION SUBMITTAL REQUIREMENTS FOR MAJOR SITE PLANS, CLARIFYING REVIEW PROCESSES BY THE TECHNICAL REVIEW COMMITTEE, PLANNING, BOARD AND CITY COMMISSION FOR MAJOR SITE PLANS, AND CREATING A NEW MINOR SITE PLAN REVIEW PROCESS AND ASSOCIATED APPLICATION REQUIREMENTS; TO AMEND THE FOLLOWING SUBSECTIONS OF CHAPTER 22, ARTICLE III, FOR CONSISTENCY WITH NEW THRESHOLDS OF SITE PLAN REVIEWS: SUBSECTION 22-27(C)(1) "MEDIUM DENSITY RESIDENTIAL ZONE (R-4)," SUBSECTION 22-27.1(C)(1) "HUTCHINSON ISLAND MEDIUM DENSITY RESIDENTIAL ZONE (R-4A)," SUBSECTION 22-28(C)(1) "HIGH DENSITY RESIDENTIAL ZONE (R-5)," SUBSECTION 22-29(C)(1) "OFFICE COMMERCIAL ZONE (C-1)," SUBSECTION 22-30(C)(1) "NEIGHBORHOOD COMMERCIAL ZONE (C-2)," SUBSECTION 22-31(C)(1) "GENERAL COMMERCIAL ZONE (C-3)," SUBSECTION 22-32(C)(2) "CENTRAL COMMERCIAL ZONE (C-4)," SUBSECTION 22-33(C)(1) "TOURIST COMMERCIAL ZONE (C-5)," SUBSECTION 22-33.1(C)(1) "MARINE COMMERCIAL ZONE (C-6)," SUBSECTION 22-34(C)(1) "LIGHT INDUSTRIAL ZONE (I-1)," SUBSECTION 22-34.1(C)(1) "HEAVY INDUSTRIAL ZONE (I-3)," SUBSECTION 22-35(D)(1) "MARINE INDUSTRIAL ZONE (I-2)," SUBSECTION 22-35.1(E)(1) "COMMERCIAL PARKWAY ZONE (CP-1)," SUBSECTION 22-36(C)(1) "GENERAL AND RECREATIONAL OPEN SPACE ZONE (OS-1);" PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance amends City Code 22-138 through Section The proposed ordinance amends City Code to increase the square foot thresholds for administrative review and approval of commercial, industrial, and multi-family site plans. Further, site plan reviews will be subject to approval from either a Major or Minor Site Plan Application.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox,
City Clerk

Publish: 04-21-2019 and 05-5-2019 TR-2270957



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See Web Site for Details

**Day Trips**

| | | |
|---|---|---|
| 5/18 | Miami Bayside Cruise & Lunch | $115 |
| 5/30 | Gulfstream Live Racing & Casino | $35 |
| 6/18 | Delray Yacht Dinner Cruise | $115 |
| 6/19 | Festival Flea Market | $38 |
| 6/26 | St. Johns River Cruise & Lunch | $99 |
| 7/18 | Capone's Dinner Theater | $99 |
| 8/8 | Titantic Experience & Winter Park | $79 |

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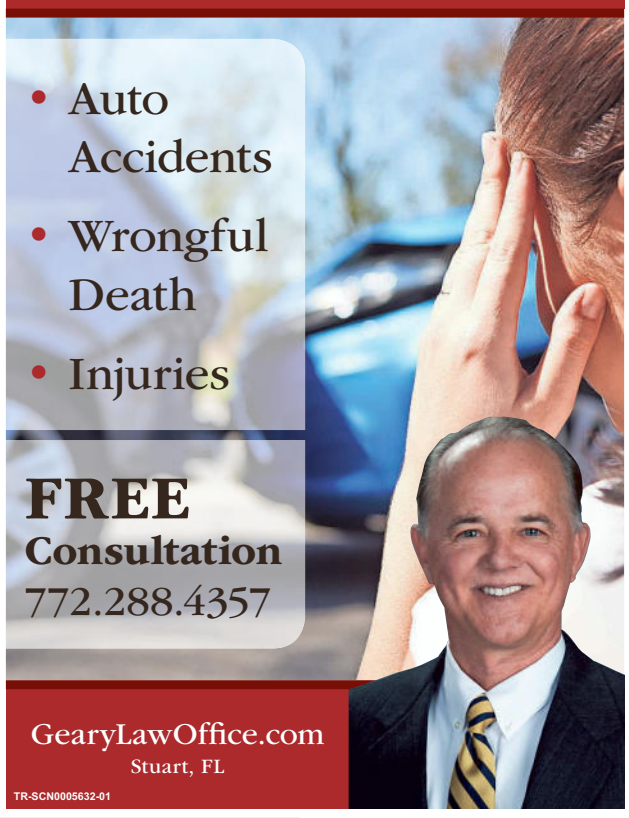
CHARLES E. GEARY, ESQ.



TR-SCN0005632-01



MEDICAL MARIJUANA AWARENESS SEMINAR
MEDICAL CANNABIS EDUCATION EVENT
With medical cannabis, I got my life back.

**Tuesday May 7, 1:30pm - 4pm**
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TR-GCI0169300-01





**City Commission Regular Meeting** **13.a.**

**Meeting Date:** 05/06/2019

**Re:** Request approval of Florida SUN Trail Agreement and Supporting Resolution for a Trail at the Indian Hills Recreation Area

**Submitted For:** John Andrews, City Engineer, Engineering

**SUBJECT:**

Resolution 19-R19 approving contract agreement between Florida Department of Transportation and the City of Fort Pierce for the construction of a concrete trail, as a segment of the Florida SUN Trail, through the Indian Hills Recreation Area.

**SUMMARY:**

This agreement and supporting resolution, is for the construction of a concrete path through the Indian Hills Recreation Area to ultimately be part of the East Coast Greenways Trail system. The agreement is a result of a grant application made by St. Lucie County and funded 100% by FDOT through the Shared-Use Nonmotorized Trail (SUN Trail). Construction will provide a 12' wide concrete path from Indian Hills Drive on the north end to the FEC spur track south of Savannah Road. The length of the proposed section is 4,450 feet.

**RECOMMENDATION:**

Recommend acceptance of the grant agreement and approval of the supporting resolution.

**ALTERNATIVES:**

Reject acceptance and leave the trail unpaved.

**RESPONSIBLE STAFF:**

Jack Andrews, City Engineer

**COORDINATED WITH:**

Lisa Maack, Marlin Engineering

**Fiscal Impact**

| | |
|---|---|
| **Budgeted Y/N:** | N |
| **Fiscal Year:** | FY 2018-2019 |
| **Account:** | N/A |
| **Amount:** | 0.00 |

**FISCAL IMPACT:**

Construction will be funded by SMU account and reimbursed by FDOT at 100%.

**Attachments**

19-R19

SUN Trail Agreement
Final Plans

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Finance Department | Johnna Morris | 04/25/2019 08:41 AM |
| City Manager | Nick Mimms | 04/26/2019 09:39 AM |
| Form Started By: John Andrews | | Started On: 04/23/2019 01:35 PM |
| Final Approval Date: 04/26/2019 | | |

**RESOLUTION NO. 19-R19**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE **FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)** ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT'S PARTICIPATION IN THE RETROFIT OF THE SHELL ROCK **TRAIL AT INDIAN HILLS RECREATION AREA,** TO CONCRETE AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, this Agreement is in the interest of both the City of Fort Pierce and the Florida Department of Transportation enabling the Department's participation in the improvement to the trails at the Indian Hills Recreation Area;

**WHEREAS,** the Florida Department of Transportation will provide funding for the retrofit determining it would be more practical, expeditious, and economical for the City of Fort Pierce to perform the project.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That the City of Fort Pierce will enter into a Florida Shared-Use Nonmotorized Trail Network Agreement with the Florida Department of Transportation for the mutual benefits to be derived form joint participation on the project

2. That a copy of said Agreement shall be attached to this Resolution.

3. This Resolution shall become effective immediately upon adoption.

4. That the Mayor, City Clerk, and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted on this 6th day of May, 2019.

_____
LINDA HUDSON, MAYOR

Attest:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
PETER J. SWEENEY, CITY ATTORNEY

STATE OF FLORIDA Department OF TRANSPORTATION

# FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

| Financial Project No:439997-1-54-01 | Contract No. _____ | Vendor No.: VF596000322013 | CSFA No. and Title: 55.038<br>Florida Shared-Use Nonmotorized (SUN) Trail Network Program |
|---|---|---|---|

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation, ("Department"), and City of Fort Pierce, 100 North U.S. 1, Fort Pierce, FL 34950, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.

B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.

C. The purpose of this Agreement is to provide for the Department's participation in the SUN Trail network from south of Savannah Road to Indian Hills Drive shared use path project, as further described in **Exhibit "A", Scope of Services** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.

D. The Recipient by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof as **Exhibit "E"**, **Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 1, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless

terminated earlier, work on the Project shall commence no later than: the _____ day of _____N/A_____, 20____ or within _____ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. **Project Cost:**

   a. The estimated total cost of the Project is $524,127. This amount is based upon the schedule of funding in **Exhibit "B", Method of Compensation**. The schedule of funding may be modified by mutual agreement of the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $524,127 and as more fully described in **Exhibit "B", Method of Compensation**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. **Compensation and Payment:**

   a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Scope of Services in **Exhibit "A"**, and as set forth in the Method of Compensation in **Exhibit "B"**.

**b.** The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 439997-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.

**c.** Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing.

**d.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met.

**e.** Travel expenses are not compensable under this Agreement.

**f.** Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.

**g.** Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

**h.** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

**i.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

**j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

**l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

**m.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

**n.** Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

**o.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

**a.** In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).

**b.** The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by November 1, 2019, the Department may, at its discretion, terminate this Agreement.

**c.** The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.

**d.** In the event the cost of the Project is greater than $250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

**i.** Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

**ii.** Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.

**e.** The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

**f.** The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

**g.** ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

**8. Contracts of the Recipient**

**a.** Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds,

including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

**b.** It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. **Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

**a.** The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.

**b.** Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.

**c.** The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

**d.** Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, _____N/A_____, at (___) ___-_____ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

**e.** The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.

**f.** The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

    a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. **State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

    a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

    b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

        i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

**ii.** In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

**iii.** In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

**iv.** In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

**v.** Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**vi.** The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should

indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**12. Notices and Approvals:**

a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

**__WIBET HAY, OFFICE OF MODAL DEVELOPMENT_____**
**__3400 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33309_____**
**PHONE:_____954-777-4573_____**
**FAX: _____954-677-7892_____**
**EMAIL: ___WIBET.HAY@DOT.STATE.FL.US_____**

**RECIPIENT:**

**__JACK ANDREWS, PE, CITY ENGINEER_____**
**__CITY OF FORT PIERCE_____**
**__100 NORTH U.S. 1_____**
**__FORT PIERCE, FL 34950_____**
**PHONE: ____772-467-3773_____**
**FAX: _____772-460-6847_____**
**EMAIL: ___JANDREWS@CITY-FTPIERCE.COM_____**

b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

**a.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**b.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

**c.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

**d.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**e.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

**f.** The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

**a.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

> "To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant

and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

**b.** The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

**c.** If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

**d.** When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with

the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

**e.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

**15. Miscellaneous:**

**a.** The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**b.** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**c.** In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**d.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**e.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

**f.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**g.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

**h.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

**i.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**j.** The Recipient shall:

**i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

**ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**k.** The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

**l.** The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

**m.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

**16. Exhibits.**

**a.** Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.

**b.** ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

**c. Exhibit List**

Exhibit A: Scope of Services
Exhibit B: Method of Compensation
Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audi Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction
Exhibit G: Maintenance Memorandum of Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

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

RECIPIENT

By:_____
Name: Linda Hudson
Title: Mayor

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Title:

Legal Review:

_____
Peter J. Sweeney

STATE OF FLORIDA Department OF TRANSPORTATION

# FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

## EXHIBIT A
## SCOPE OF SERVICES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Agreement between the State of Florida, Department of Transportation and the City of Fort Pierce.

Project Description: Construct concrete shared use path along the SUN Trail network along the north/south portion from south of Savannah Road to Indian Hills Drive as per approved design plans.

The following special requirements and conditions shall apply:

- Monthly or quarterly progress reports
- FDOT Design Manual, Chapter 224 Shared Use Paths
- Florida Statute Section 339.81
- Allocation of TLWR funds will not include the development of amenities associated with trail projects, including but not limited to the following elements: Benches, trail furniture or seating areas; Bicycle racks, air stations or lockers; Buildings, restrooms, wayside structures or overlooks, shelters or picnic pavilions; Kiosks (regulatory and safety signage permitted); Landscaping (trail stabilization permitted); Litter or recycle receptacles, and doggie bag dispensers; Parking areas or trailheads; Playgrounds, fitness equipment or structures; Promotional, marketing or educational materials; Sculptures, fountains or art; and Water fountains, splash zones, water features, spigots, showers, or irrigation equipment.

STATE OF FLORIDA Department OF TRANSPORTATION

# FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

## EXHIBIT B

### Method of Compensation

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources: | | | | | | |
|---|---|---|---|---|---|---|
| State Program Number | Funding Source | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| 439997-1-54-01 | STTF | 18/19 | 55.038 | Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund | $524,127 | 5 |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $524,127 | |

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement

STATE OF FLORIDA Department OF TRANSPORTATION

# FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

## EXHIBIT C

## ENGINEER'S CERTIFICATION OF COMPLIANCE

## NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID#_____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20___.

By: _____
Name: _____
Title: _____

_____

## ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA Department OF TRANSPORTATION

# FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

## EXHIBIT D

## STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

| | |
|---|---|
| **Awarding Agency:** | Florida Department of Transportation |
| **State Project Title:** | FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM |
| **CSFA Number:** | 55.038 |
| ***Award Amount:** | $524,127 |

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.038 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

## EXHIBIT E

## AGENCY RESOLUTION

***PLEASE SEE ATTACHED***

# *CONTRACT PLANS*

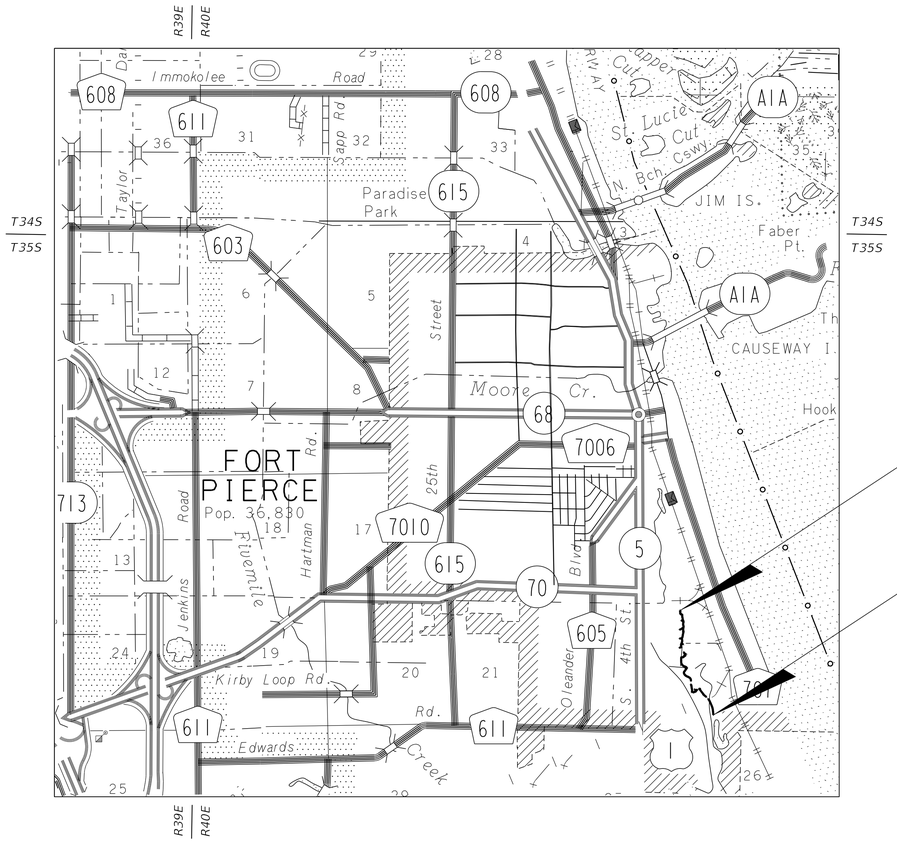
# INDIAN HILLS RECREATION AREA

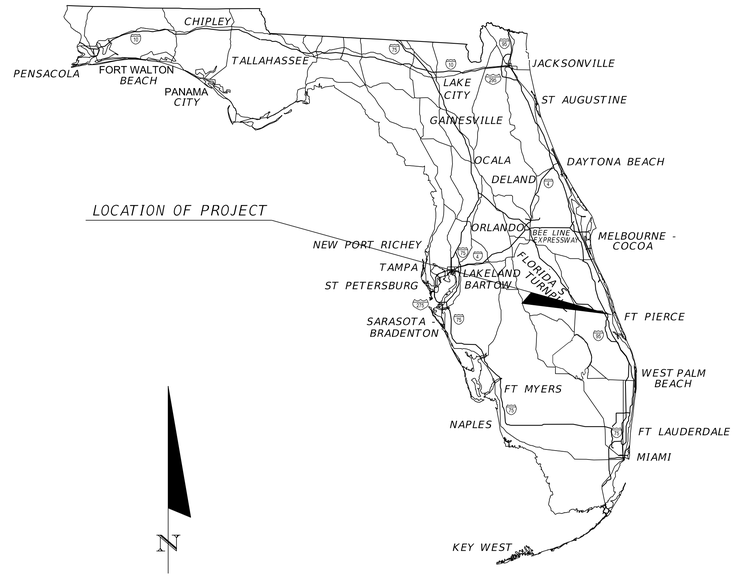
# -

# MULTI-USE TRAIL IMPROVEMENTS

## *INDEX OF ROADWAY PLANS*


| *SHEET NO.* | *SHEET DESCRIPTION* |
|---|---|
| *1* | *KEY SHEET* |
| *2* | *SUMMARY OF PAY ITEMS* |
| *3* | *PAVING, GRADING, & DRAINAGE GENERAL NOTES* |
| *4 - 11* | *PAVING, GRADING, AND DRAINAGE PLAN SHEETS* |
| *12* | *MISCELLANEOUS DETAILS* |


*ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:*

*KIMLEY-HORN AND ASSOCIATES, INC.*
*BRIAN GOOD, P.E.*
*445 24th STREET, SUITE 200*
*VERO BEACH, FLORIDA 32960*

*PLANS PREPARED BY:*

Kimley»Horn

*445 24th STREET, SUITE 200*
*VERO BEACH, FL 32960*
*TEL (772) 794-4100*
*PROJECT NUMBER: 047922016*
*CERTIFICATE OF AUTHORIZATION: 00000696*

*ROADWAY PLANS*
*ENGINEER OF RECORD: BRIAN GOOD, P.E.*

*P.E. NO.: 56939*

*NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.*

*100% PLANS*
*SEPTEMBER 2018*

*PREPARED FOR:*
*CITY OF FORT PIERCE*

| *SHEET NO.* |
|---|
| *1* |

## SUMMARY OF PAY ITEMS

| PAY ITEM NO. | DESCRIPTION | UNIT | PROJECT QUANTITY |
|---|---|---|---|
| | **SITE DEVELOPMENT** | | |
| 101-1 | MOBILIZATION | LS | 1 |
| 104-2A | PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION | LS | 1 |
| 108-1 | CONSTRUCTION LAYOUT/RECORD DRAWINGS | LS | 1 |
| 110-1-1 | SELECT CLEARING & GRUBBING | LS | 1 |
| 120-1A | EXCAVATION & EMBANKMENT | LS | 1 |
| 160-4 | TYPE B STABILIZATION (LBR 40 MIN.) | SY | 6,300 |
| 480-11 | STRAIGHT BACK BENCH (6') (RELOCATE) | EA | 2 |
| 480-51 | BIKE RACK (RELOCATE) | EA | 1 |
| 480-61 | TRASH RECEPTACLE (RELOCATE) | EA | 1 |
| 519-78 | BOLLARD (REMOVABLE) | EA | 3 |
| 522-2 | CONCRETE SIDEWALK (6" THICK) (BROOM FINISH) | SY | 6,600 |
| 550-10-111 | 2-RAIL SPLIT RAIL FENCE (4') (MODIFY) | LF | 20 |
| 700-1-11 | SINGLE POST SIGN (F&I) LESS THAN 12SF) | AS | 2 |
| 570-1-2 | PERFORMANCE SOD (BAHIA) | SY | 11,100 |
| 580-1-3 | MULCH (3" THICK) (PINE STRAW) | CY | 250 |

## PAY ITEM FOOTNOTES

*120-1A* COST TO INCLUDE ALL EXCAVATION AND EMBANKMENT, INCLUDING FINAL GRADING, NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS.

*519-78* COST TO INCLUDE ALL MATERIAL AND LABOR ASSOCIATED WITH PIPE BOLLARD DETAIL.

*522-2* COST TO INCLUDE, BUT NOT LIMITED TO, EXCAVATION, CONCRETE AND STEEL ASSOCIATED WITH THICKENED EDGE.

*570-1-2* COST TO INCLUDE FERTILIZER, MOWING, WATERING AND ALL INCIDENTAL ITEMS NECESSARY.

*700-1-11* SINGLE POST SIGN AND SUPPLEMENTAL PLAQUE SHALL BE FLOURESCENT YELLOW-GREEN BACKGROUND COLOR.

## BID ALTERNATE

| PAY ITEM NO. | DESCRIPTION | UNIT | PROJECT QUANTITY |
|---|---|---|---|
| | **SITE DEVELOPMENT (BID ALTERNATE)** | | |
| 522-2A | CONCRETE SIDEWALK ROCK SALT FINISH | SY | 6,350 |

## BID ALTERNATE PAY ITEM FOOTNOTES

*522-2A* COST TO INCLUDE LABOR AND MATERIALS TO CONSTRUCT A ROCK SALT FINISH TO CONCRETE SIDEWALK SURFACES. PATTERN DENSITY SHALL BE APPROXIMATELY 6 LBS PER 100 SQUARE-FEET. CONTRACTOR SHALL CONSTRUCT 4'x4' TEST PATTERN AND OBTAIN ENGINEER APPROVAL PRIOR TO FINISH CONSTRUCTION.

PROJECT AND OWNER

# INDIAN HILLS RECREATION AREA

MULTI-USE TRAIL IMPROVEMENTS

FORT PIERCE, FLORIDA

CONSULTANTS

Kimley»Horn
BRIAN A. GOOD, P.E.
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(772)794-4100
CERT. OF AUTH. #: 00000696
KHA PROJ. #: 047922008

SEAL

| | |
|---|---|
| PROJECT NO. | 922008.1 |
| DESIGNED BY | BAG |
| DRAWN BY | MCF |
| CHECKED BY | EJK |
| DATE | 09-18-18 |

ISSUED FOR:

KEY MAP

DRAWING SCALE

DRAWING TITLE

SUMMARY OF PAY ITEMS

DRAWING NUMBER

CES-1



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## PAVING AND DRAINAGE

### GENERAL:

IT IS INTENDED THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION AND "ROADWAY AND TRAFFIC DESIGN STANDARDS", LATEST EDITION, BE USED WHERE APPLICABLE FOR VARIOUS WORK, AND THAT WHERE SUCH WORDING THEREIN REFERS TO THE STATE OF FLORIDA AND ITS DEPARTMENT OF TRANSPORTATION AND PERSONNEL, SUCH WORDING IS INTENDED TO BE REPLACED WITH THAT WORDING WHICH WOULD PROVIDE PROPER TERMINOLOGY, THEREBY MAKING SUCH "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND "ROADWAY AND TRAFFIC DESIGN STANDARDS" AS THE "STANDARD SPECIFICATIONS" FOR THIS PROJECT.

IF WITHIN THAT PARTICULAR SECTION ANOTHER SECTION, ARTICLE OR PARAGRAPH IS REFERRED TO, IT SHALL BE A PART OF THE "STANDARD SPECIFICATIONS" ALSO.

ALL WORK SHALL BE DONE IN A WORKMANLIKE MANNER AND SHALL CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL REGULATIONS AND/OR CODES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES REQUIRED TO BEGIN WORK.

### GENERAL NOTES:

1. THE CONTRACTOR SHALL GIVE THE ENGINEER 24 HOURS NOTICE PRIOR TO REQUESTING REQUIRED CONSTRUCTION OBSERVATIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO PROPERLY TEST AND INSPECT THE COMPLETED WORK.

2. THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH TIME ALL FAULTY CONSTRUCTION AND/OR MATERIALS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING ABOVE-GROUND, UNDERGROUND, AND ON THE SURFACE STRUCTURES AND UTILITIES AGAINST THE CONSTRUCTION OPERATION THAT MAY CAUSE DAMAGE TO SAID FACILITY.

4. THE LOCATIONS AND SIZES OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND SIZE OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLYLOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

5. THE CONTRACTOR SHALL GIVE ADEQUATE NOTIFICATION TO ALL AFFECTED UTILITY OWNERS FOR REMOVAL, RELOCATION AND ALTERATION OF THEIR EXISTING FACILITIES.

6. TRAFFIC CONTROL ON ALL CITY, COUNTY AND STATE HIGHWAY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION.

7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN A CONFLICT BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS IS DISCOVERED DURING THE COURSE OF CONSTRUCTION.

8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BIDDING THE WORK AND TO PERFORM SUCH TESTS, STUDIES AND SURVEYS AS HE DEEMS NECESSARY TO SATISFY HIMSELF AS TO ACTUAL SURFACE AND SUBSURFACE CONDITIONS EXISTING AT THE SITE. ACTUAL CONDITIONS THAT DIFFER FROM THOSE SHOWN ON DRAWINGS SHALL NOT CONSTITUTE A BASIS FOR ADDITIONAL PAYMENT.

9. ALL ELEVATIONS REFER TO N.G.V.D. 1929 DATUM, UNLESS OTHERWISE NOTED.

10. ANY CHANGES DUE TO FIELD CONDITIONS OR ANY OTHER DEVIATIONS FROM THE APPROVED DRAWINGS MUST BE APPROVED BY THE ENGINEER AND THE GOVERNING AUTHORITY HAVING JURISDICTION PRIOR TO BEING CONSTRUCTED.

11. THE CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS HAVING FACILITIES IN THE AREA WITHIN AND ADJACENT TO THE PROPOSED CONSTRUCTION AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION.

12. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES:
- -ONE (1) SET OF "APPROVED" CONSTRUCTION DRAWINGS,
- -ONE (1) COPY OF THE APPLICABLE UTILITY COMPANY'S "MINIMUM DESIGN AND CONSTRUCTION STANDARDS",
- -ONE (1) COPY OF ALL CONTRACT DOCUMENTS AND,
- -ONE (1) COPY OF ALL APPLICABLE LOCAL, STATE AND FEDERAL PERMITS REQUIRED FOR CONSTRUCTION.

13. THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN AT THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT ALL SCHEDULED CONSTRUCTION OBSERVATION MEETINGS.

### CLEARING AND GRUBBING:

ALL TREES, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON OR LYING WITHIN 12" BELOW FINISHED GRADE OR SUBGRADE SHALL BE COMPLETELY REMOVED FOR THE FULL WIDTH OF ALL ROAD RIGHT-OF-WAYS, ROAD EASEMENTS, SWALES, UTILITY EASEMENTS AND DRAINAGE EASEMENTS. ALL WORK SHALL BE IN ACCORDANCE WITH SECTION 110 OF THE STANDARD SPECIFICATIONS.

### EXCAVATION:

THE CONTRACTOR SHALL PERFORM ALL EXCAVATION NECESSARY TO ACCOMPLISH THE CONSTRUCTION INDICATED ON THE DRAWINGS. EXCAVATION SHALL BE UNCLASSIFIED REGARDLESS OF MATERIAL ENCOUNTERED. ALL EXCAVATED MATERIAL NOT REQUIRED FOR FILL OR EMBANKMENT, SHALL BE DEPOSITED OFF-SITE, REFER TO PROJECT SPECIFICATIONS, AS DIRECTED BY THE OWNER, OR HIS REPRESENTATIVE. THE CONTRACTOR SHALL DO ALL SHORING NECESSARY TO PERFORM AND PROTECT THE EXCAVATION, AND AS NECESSARY FOR THE SAFETY OF THE WORKERS AND ANY EXISTING FACILITIES IN ACCORDANCE WITH THE STATE OF FLORIDA "TRENCH SAFETY ACT". WHEREVER EXCAVATIONS ARE MADE BELOW THE GRADES INDICATED ON THE DRAWINGS, CLEAN FIRM MATERIAL APPROVED BY THE ENGINEER SHALL BE USED TO RESTORE THE AREA TO THE PROPER GRADE, AND SHALL BE COMPACTED IN ACCORDANCE WITH THE REQUIREMENTS FOR COMPACTION INCLUDED IN THESE SPECIFICATIONS.

### EMBANKMENT:

A. THIS WORK SHALL CONSIST OF FURNISHING AND PLACING THE MATERIALS REQUIRED FOR FILL OR EMBANKMENT FOR THE CONSTRUCTION AS SHOWN ON THE DRAWINGS. THE MATERIAL USED FOR EMBANKMENT SHALL BE CLEAN UNIFORM FREE DRAINING GRANULAR SOIL CONSISTING OF SAND, GRAVEL, OR A MIXTURE THEREOF, AND/OR OTHER SUITABLE MATERIAL APPROVED BY THE ENGINEER. IF THE MATERIALS ARE OF A VARIABLE QUALITY, THE CONTRACTOR SHALL PLAN HIS OPERATIONS SO THAT THE UPPER TWO FEET OF THE EMBANKMENT IS CONSTRUCTED OF SELECTED MATERIALS AS APPROVED AND DIRECTED BY THE ENGINEER.

B. PRIOR TO PLACING ANY EMBANKMENT, THE SURFACE TO RECEIVE THE EMBANKMENT, SHALL BE PLOWED OR SCARIFIED. FILL OR EMBANKMENT SHALL BE PLACED IN SUCCESSIVE UNIFORM LAYERS TWELVE INCHES (12"), MEASURED LOOSE, OR AS APPROVED BY THE ENGINEER. EACH LAYER WILL THEN BE COMPACTED BY AN APPROVED METHOD IN ACCORDANCE WITH THE REQUIREMENTS FOR COMPACTION INCLUDED IN THESE SPECIFICATIONS.

### BACKFILL:

ALL BACKFILL MATERIAL SHALL BE CLEAN, UNIFORM, FREE DRAINING SOIL AND FREE OF LUMBER, TRASH OR OTHER DEBRIS, AND SHALL BE THOROUGHLY COMPACTED IN LAYERS NOT TO EXCEED TWELVE INCHES (12"), AND BROUGHT TO AN ELEVATION ABOVE THE FINISHED GRADE, SUFFICIENT TO ALLOW FOR SETTLEMENT. PRIOR TO PLACING BACKFILL, THE AREAS AROUND STRUCTURES UPON WHICH THE BACKFILL IS TO BE PLACED, SHALL BE CLEANED OF ALL TRASH AND DEBRIS OF ANY NATURE. SHEETING AND BRACING ALLOWED TO BE LEFT IN PLACE SHALL BE CUT OFF A MINIMUM OF 2.5 FEET BELOW FINISHED GRADE. COMPACTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS INCLUDED IN THESE SPECIFICATIONS. COMPACTION FOR EACH LIFT SHALL BE EQUAL TO 100F MAXIMUM DENISTY AS DETERMINED BY AASHTO T-99.

### GRADING:

THE CONTRACTOR SHALL PERFORM ALL NECESSARY GRADING TO ACHIEVE THE FINISHED GRADING AS PER THE DRAWINGS. ALL WORKMANSHIP SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS.

### COMPACTION:

ALL AREAS TO BE COMPACTED SHALL BE MOISTENED AND COMPACTED BY TAMPING OR USE OF VIBRATORY ROLLERS, VIBRATORY PLATE COMPACTORS OR ANY OTHER METHOD APPROVED BY THE ENGINEER IN ORDER TO OBTAIN THE REQUIRED DENSITY. WHERE USE OF VIBRATORY EQUIPMENT MAY AFFECT ADJACENT STRUCTURES, COMPACTION SHALL BE PERFORMED USING OTHER EQUIPMENT THAT WILL SATISFY THE DENSITY REQUIREMENTS WITHOUT DAMAGING EXISTING STRUCTURES. THE CONTRACTOR SHALL INSPECT ALL COMPACTED AREAS PRIOR TO FURTHER CONSTRUCTION OPERATIONS, TO ENSURE THAT SATISFACTORY COMPACTION HAS BEEN OBTAINED. ALL EMBANKMENT, INCLUDING BACKFILL AND EMBANKMENT ADJACENT TO STRUCTURES, SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 100 PERCENT (100%) OF THE MAXIMUM DENSITY, AS DETERMINED BY AASHTO T-99.

THE CONTRACTOR SHALL PAY PARTICULAR ATTENTION TO COMPACTION IN AREAS AROUND STRUCTURES AND OTHER FEATURES WHERE ACCESS BY SELF PROPELLED VIBRATORY COMPACTORS MAY BE DIFFICULT.

### STABILIZED SUBGRADE:

STABILIZED SUBGRADE SHALL BE CONSTRUCTED TO THE LIMEROCK BEARING RATIO AS PER THE DRAWINGS FOR THE DEPTH AND LIMITS SHOWN ON THE PLAN, AND IN ACCORDANCE WITH SECTION 160 OF THE STANDARD SPECIFICATIONS FOR TYPE C STABILIZATION. THE STABILIZED SUBGRADE SHALL BE CONSTRUCTED TO A LIMEROCK BEARING RATIO (LBR) OF NOT LESS THAN 40 AND SHALL BE COMPACTED TO NOT LESS THAN 98% THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T- 180.

### COMPACTED SUBGRADE:

COMPACTED SUBGRADE SHALL BE CONSTRUCTED TO THE DEPTH AND LIMITS SHOWN ON THE DRAWINGS. ALL COMPACTED SUBGRADE SHALL BE COMPACTED TO NOT LESS THAN 98% THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.

### TESTING:

THE OWNER SHALL PROVIDE THE SPECS AND SCOPE OF SERVICES FOR AN APPROVED INDEPENDENT TESTING LABORATORY TO CONDUCT ALL REQUIRED TESTS ON SUBGRADE, BASE AND SURFACE COURSE MATERIALS. THE ENGINEER SHALL BE PRESENT FOR ALL TESTING. THE CONTRACTOR SHALL GIVE THE ENGINEER AT LEAST TWENTY-FOUR (24) HOURS NOTICE PRIOR TO ANY SCHEDULED TESTING. TEST RESULTS MUST BE SUBMITTED TO THE ENGINEER PRIOR TO FINAL CERTIFICATION OR ANY REQUEST FOR PAYMENT ON THE ABOVE ITEMS.

THE SCHEDULE FOR TESTING OF PARKING LOT CONSTRUCTION SHALL BE AS FOLLOWS:

A. SUBGRADE:

1. SAMPLES OF SUBGRADE MATERIAL SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SQUARE FEET, OR CLOSER AS MIGHT BE NECESSARY IN THE EVENT OF VARIATIONS IN SUBSOIL CONDITIONS. LIMEROCK BEARING RATIO (LBR) TESTS SHALL BE PERFORMED ON A COMPOSITE OF SAMPLES OF SUBGRADE MATERIALS, CONSISTING OF MATERIAL FROM FOUR (4) CONSECUTIVES SAMPLES, SUCH THAT ONE (1) LBR TEST IS PERFORMED AT INTERVALS OF NOT MORE THAN 20,000 SQUARE FEET.

2. DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 5000 SQUARE FEET OR CLOSER AS MIGHT BE NECESSARY.

### CONCRETE SIDEWALK:

CONCRETE SIDEWALK SHALL BE FIBER REINFORCED (1LB/CY) AND BE CONSTRUCTED TO THE DEPTH AND LIMITS SHOWN ON THE DRAWINGS IN ACCORDANCE WITH SECTION 522 OF THE "STANDARD SPECIFICATIONS", UNLESS OTHERWISE SPECIFIED OR INDICATED. ALL CONCRETE FOR SIDEWALK CONSTRUCTION SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF AT 28 DAYS OF 3000 PSI.

### JOINTING:

GENERAL

JOINTS SHALL BE SAWED AFTER THE CONCRETE HAS HARDENED AND SHALL BE TO A DEPTH OF 1/4 THE THICKNESS OF PAVEMENT. FORMED JOINTS ARE NOT PERMITTED AND WILL SERVE AS COURSE FOR REMOVAL AND REPLACEMENT AT NO COST TO THE OWNER. SAWING OF JOINTS SHALL BEGIN AS SOON AS THE PAVEMENT HAS HARDENED SUFFICIENTLY TO PERMIT SAWING WITHOUT EXCESSIVE RAVELING AND BEFORE UNCONTROLLED CRACKING OCCURS.

CONSTRUCTION JOINTS

ALL LONGITUDINAL JOINTS MAY BE CONSTRUCTION JOINTS AT THE CONTRACTOR'S OPTION. TRANSVERSE CONSTRUCTION JOINTS SHALL BE INSTALLED WHENEVER THE PLACING OF CONCRETE IS SUSPENDED A SUFFICIENT LENGTH OF TIME THAT THE CONCRETE MAY BEGIN TO HARDEN.

### DISTURBED AREAS:

ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED AS SPECIFIED BELOW:

### SODDING:

WITHIN THE LIMITS DELINEATED ON THE DRAWINGS, THE CONTRACTOR SHALL, AFTER FINAL GRADING AND CLEANUP, ESTABLISH A STAND OF GRASS BY FURNISHING AND PLACING SOD IN ACCORDANCE WITH SECTION 575 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL WATER THE SODDED AREA TO MAINTAIN MOISTURE LEVELS FOR OPTIMUM GROWTH TO ASSURE A HEALTHY STAND OF GRASS. SOD SHALL BE BAHIA GRASS SOD UNLESS OTHERWISE SPECIFIED.

### RECORD DRAWINGS:

THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS ON THE PROJECT SITE AT ALL TIMES WHICH SHALL BE ANNOTATED BY THE CONTRACTOR DEPICTING ANY CHANGES MADE IN THE FIELD WHICH DIFFER FROM THE APPROVED CONSTRUCTION DRAWINGS. UPON COMPLETION OF CONSTRUCTION, BUT PRIOR TO FINAL INSPECTION AND CERTIFICATION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A REPRODUCIBLE MYLAR COPY AND AT LEAST THREE (3) BLUE LINE OR BLACK LINE COPIES OF THE RECORD DRAWINGS. THE RECORD DRAWINGS SHALL BE AT THE SAME SCALE AS THE APPROVED CONSTRUCTION DRAWINGS AND SHALL ACCURATELY DEPICT THE HORIZONTAL AND VERTICAL LOCATION OF ALL FACILITIES.

THE RECORD DRAWINGS SHALL BE PREPARED AND CERTIFIED BY A SURVEYOR AND MAPPER LICENSED BY THE STATE OF FLORIDA.

PROJECT AND OWNER

# INDIAN HILLS RECREATION AREA

MULTI-USE TRAIL IMPROVEMENTS

FORT PIERCE, FLORIDA

CONSULTANTS

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BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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KHA PROJ. #: 047922008

SEAL

| | |
|---|---|
| PROJECT NO. | 922008.1 |
| DESIGNED BY | BAG |
| DRAWN BY | MCF |
| CHECKED BY | EJK |
| DATE | 09-18-18 |

ISSUED FOR:

KEY MAP

DRAWING TITLE

PAVING GRADING AND DRAINAGE GENERAL NOTES

DRAWING NUMBER

PGDN-1

SHEET 3 OF 12

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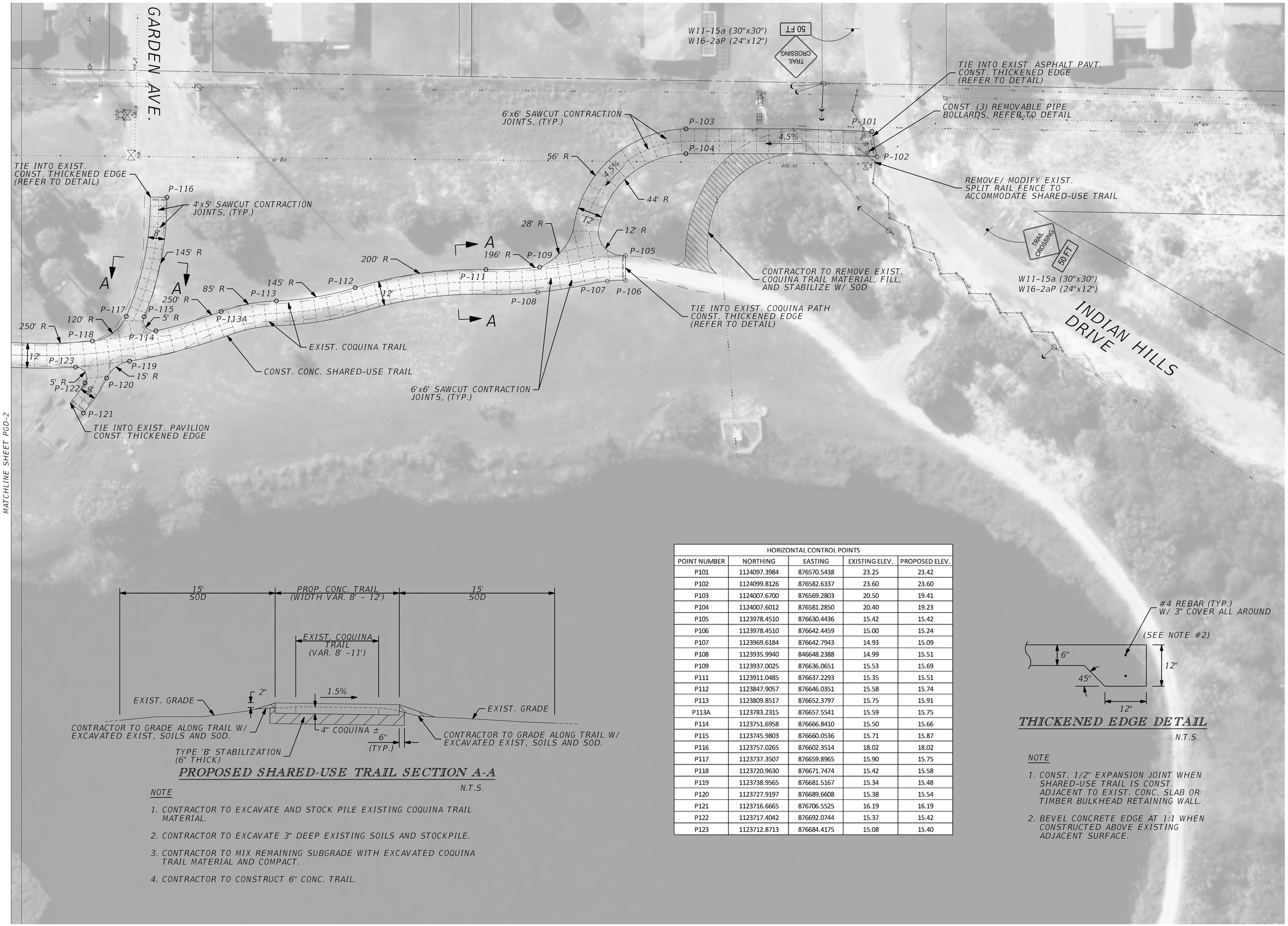





## PROPOSED SHARED-USE TRAIL SECTION A-A

N.T.S.

NOTE

1. CONTRACTOR TO EXCAVATE AND STOCK PILE EXISTING COQUINA TRAIL MATERIAL.
2. CONTRACTOR TO EXCAVATE 3" DEEP EXISTING SOILS AND STOCKPILE.
3. CONTRACTOR TO MIX REMAINING SUBGRADE WITH EXCAVATED COQUINA TRAIL MATERIAL AND COMPACT.
4. CONTRACTOR TO CONSTRUCT 6" CONC. TRAIL.

HORIZONTAL CONTROL POINTS

| POINT NUMBER | NORTHING | EASTING | EXISTING ELEV. | PROPOSED ELEV. |
|---|---|---|---|---|
| P101 | 1124097.3984 | 876570.5438 | 23.25 | 23.42 |
| P102 | 1124099.8126 | 876582.6337 | 23.60 | 23.60 |
| P103 | 1124007.6700 | 876569.2803 | 20.50 | 19.41 |
| P104 | 1124007.6012 | 876581.2850 | 20.40 | 19.23 |
| P105 | 1123978.4510 | 876630.4436 | 15.42 | 15.42 |
| P106 | 1123978.4510 | 876642.4459 | 15.00 | 15.24 |
| P107 | 1123969.6184 | 876642.7943 | 14.93 | 15.09 |
| P108 | 1123935.9940 | 846648.2388 | 14.99 | 15.51 |
| P109 | 1123937.0025 | 876636.0651 | 15.53 | 15.69 |
| P111 | 1123911.0485 | 876637.2293 | 15.35 | 15.51 |
| P112 | 1123847.9057 | 876646.0351 | 15.58 | 15.74 |
| P113 | 1123809.8517 | 876652.3797 | 15.75 | 15.91 |
| P113A | 1123783.2315 | 876657.5541 | 15.59 | 15.75 |
| P114 | 1123751.6958 | 876666.8410 | 15.50 | 15.66 |
| P115 | 1123745.9803 | 876660.0536 | 15.71 | 15.87 |
| P116 | 1123757.0265 | 876602.3514 | 18.02 | 18.02 |
| P117 | 1123737.3507 | 876659.8965 | 15.90 | 15.75 |
| P118 | 1123720.9630 | 876671.7474 | 15.42 | 15.58 |
| P119 | 1123738.9565 | 876681.5167 | 15.34 | 15.48 |
| P120 | 1123727.9197 | 876689.6608 | 15.38 | 15.54 |
| P121 | 1123716.6665 | 876706.5525 | 16.19 | 16.19 |
| P122 | 1123717.4042 | 876692.0744 | 15.37 | 15.42 |
| P123 | 1123712.8713 | 876684.4175 | 15.08 | 15.40 |




## THICKENED EDGE DETAIL

N.T.S.

NOTE

1. CONST. 1/2" EXPANSION JOINT WHEN SHARED-USE TRAIL IS CONST. ADJACENT TO EXIST. CONC. SLAB OR TIMBER BULKHEAD RETAINING WALL.
2. BEVEL CONCRETE EDGE AT 1:1 WHEN CONSTRUCTED ABOVE EXISTING ADJACENT SURFACE.

PROJECT AND OWNER

# INDIAN HILLS RECREATION AREA

MULTI-USE TRAIL IMPROVEMENTS

FORT PIERCE, FLORIDA

CONSULTANTS

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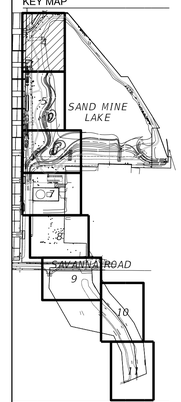
KEY MAP




DRAWING SCALE

0 FT 10 20 North

DRAWING TITLE

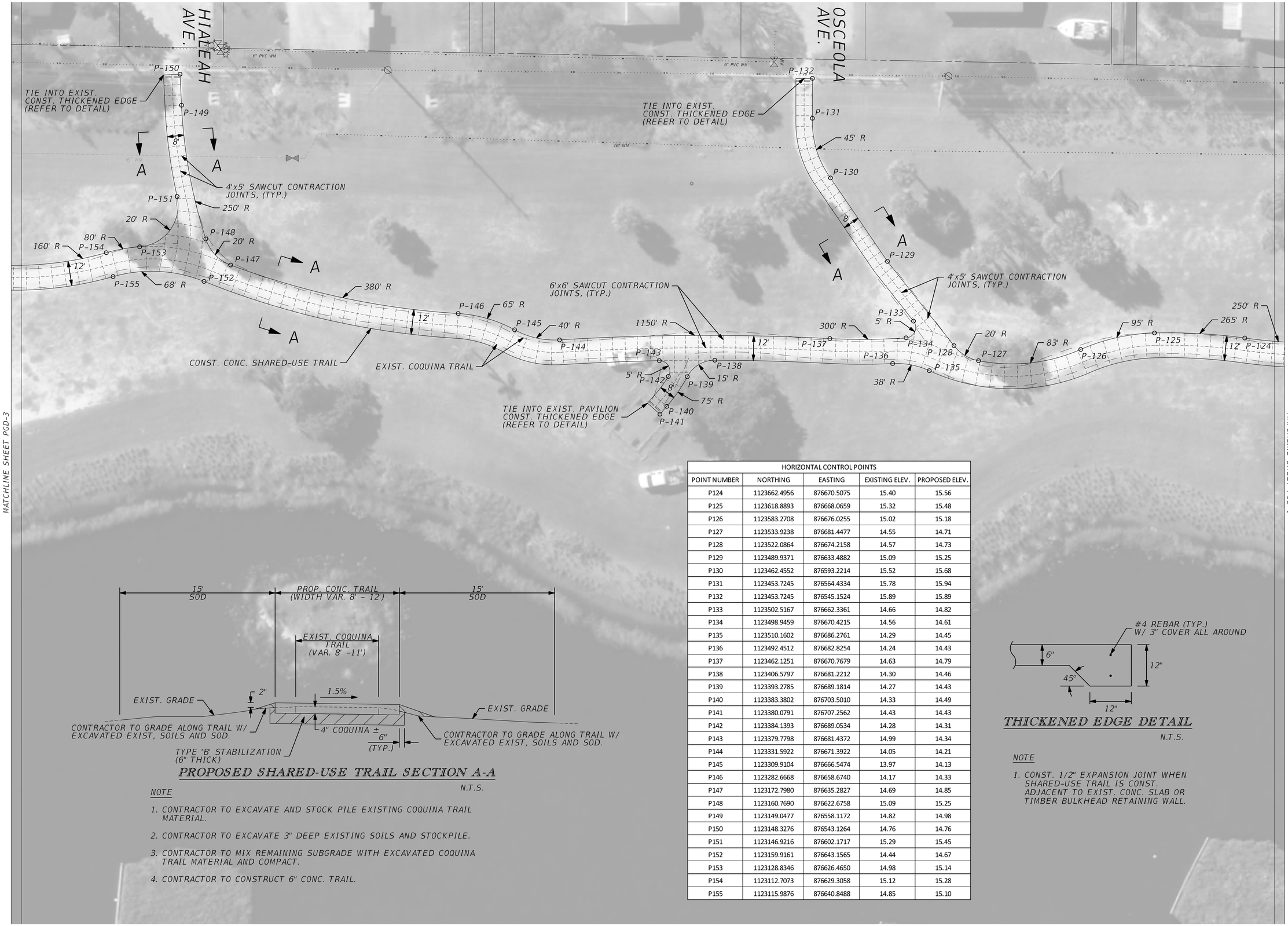
PAVING, GRADING AND DRAINAGE PLAN

DRAWING NUMBER

PGD-1

SHEET 4 OF 12

K:\VRB_Roadway\Heathcote Gardens Project\Cadd\KHA Sun Trail\PLAN\D01.dgn Default Mike.Forman 9/18/2018 10:20:12 AM







## PROPOSED SHARED-USE TRAIL SECTION A-A

N.T.S.

NOTE

1. CONTRACTOR TO EXCAVATE AND STOCK PILE EXISTING COQUINA TRAIL MATERIAL.
2. CONTRACTOR TO EXCAVATE 3" DEEP EXISTING SOILS AND STOCKPILE.
3. CONTRACTOR TO MIX REMAINING SUBGRADE WITH EXCAVATED COQUINA TRAIL MATERIAL AND COMPACT.
4. CONTRACTOR TO CONSTRUCT 6" CONC. TRAIL.

| HORIZONTAL CONTROL POINTS | | | | |
|---|---|---|---|---|
| POINT NUMBER | NORTHING | EASTING | EXISTING ELEV. | PROPOSED ELEV. |
| P124 | 1123662.4956 | 876670.5075 | 15.40 | 15.56 |
| P125 | 1123618.8893 | 876668.0659 | 15.32 | 15.48 |
| P126 | 1123583.2708 | 876676.0255 | 15.02 | 15.18 |
| P127 | 1123533.9238 | 876681.4477 | 14.55 | 14.71 |
| P128 | 1123522.0864 | 876674.2158 | 14.57 | 14.73 |
| P129 | 1123489.9371 | 876633.4882 | 15.09 | 15.25 |
| P130 | 1123462.4552 | 876593.2214 | 15.52 | 15.68 |
| P131 | 1123453.7245 | 876564.4334 | 15.78 | 15.94 |
| P132 | 1123453.7245 | 876545.1524 | 15.89 | 15.89 |
| P133 | 1123502.5167 | 876662.3361 | 14.66 | 14.82 |
| P134 | 1123498.9459 | 876670.4215 | 14.56 | 14.61 |
| P135 | 1123510.1602 | 876686.2761 | 14.29 | 14.45 |
| P136 | 1123492.4512 | 876682.8254 | 14.24 | 14.43 |
| P137 | 1123462.1251 | 876670.7679 | 14.63 | 14.79 |
| P138 | 1123406.5797 | 876681.2212 | 14.30 | 14.46 |
| P139 | 1123393.2785 | 876689.1814 | 14.27 | 14.43 |
| P140 | 1123383.3802 | 876703.5010 | 14.33 | 14.49 |
| P141 | 1123380.0791 | 876707.2562 | 14.43 | 14.43 |
| P142 | 1123384.1393 | 876689.0534 | 14.28 | 14.31 |
| P143 | 1123379.7798 | 876681.4372 | 14.99 | 14.34 |
| P144 | 1123331.5922 | 876671.3922 | 14.05 | 14.21 |
| P145 | 1123309.9104 | 876666.5474 | 13.97 | 14.13 |
| P146 | 1123282.6668 | 876658.6740 | 14.17 | 14.33 |
| P147 | 1123172.7980 | 876635.2827 | 14.69 | 14.85 |
| P148 | 1123160.7690 | 876622.6758 | 15.09 | 15.25 |
| P149 | 1123149.0477 | 876558.1172 | 14.82 | 14.98 |
| P150 | 1123148.3276 | 876543.1264 | 14.76 | 14.76 |
| P151 | 1123146.9216 | 876602.1717 | 15.29 | 15.45 |
| P152 | 1123159.9161 | 876643.1565 | 14.44 | 14.67 |
| P153 | 1123128.8346 | 876626.4650 | 14.98 | 15.14 |
| P154 | 1123112.7073 | 876629.3058 | 15.12 | 15.28 |
| P155 | 1123115.9876 | 876640.8488 | 14.85 | 15.10 |




## THICKENED EDGE DETAIL

N.T.S.

NOTE

1. CONST. 1/2" EXPANSION JOINT WHEN SHARED-USE TRAIL IS CONST. ADJACENT TO EXIST. CONC. SLAB OR TIMBER BULKHEAD RETAINING WALL.

PROJECT AND OWNER

# INDIAN HILLS RECREATION AREA

MULTI-USE TRAIL IMPROVEMENTS

FORT PIERCE, FLORIDA

CONSULTANTS

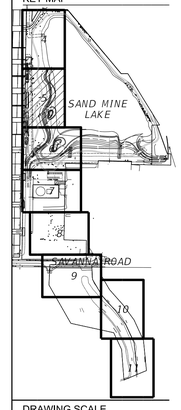
Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772)794-4100
CERT. OF AUTH. #: 00000696
KHA PROJ. #: 047922008

SEAL

| | |
|---|---|
| PROJECT NO. | 922008.1 |
| DESIGNED BY | BAG |
| DRAWN BY | MCF |
| CHECKED BY | EJK |
| DATE | 09-18-18 |

ISSUED FOR:

KEY MAP




DRAWING SCALE

0 FT 10 20 North

DRAWING TITLE

PAVING, GRADING AND DRAINAGE PLAN

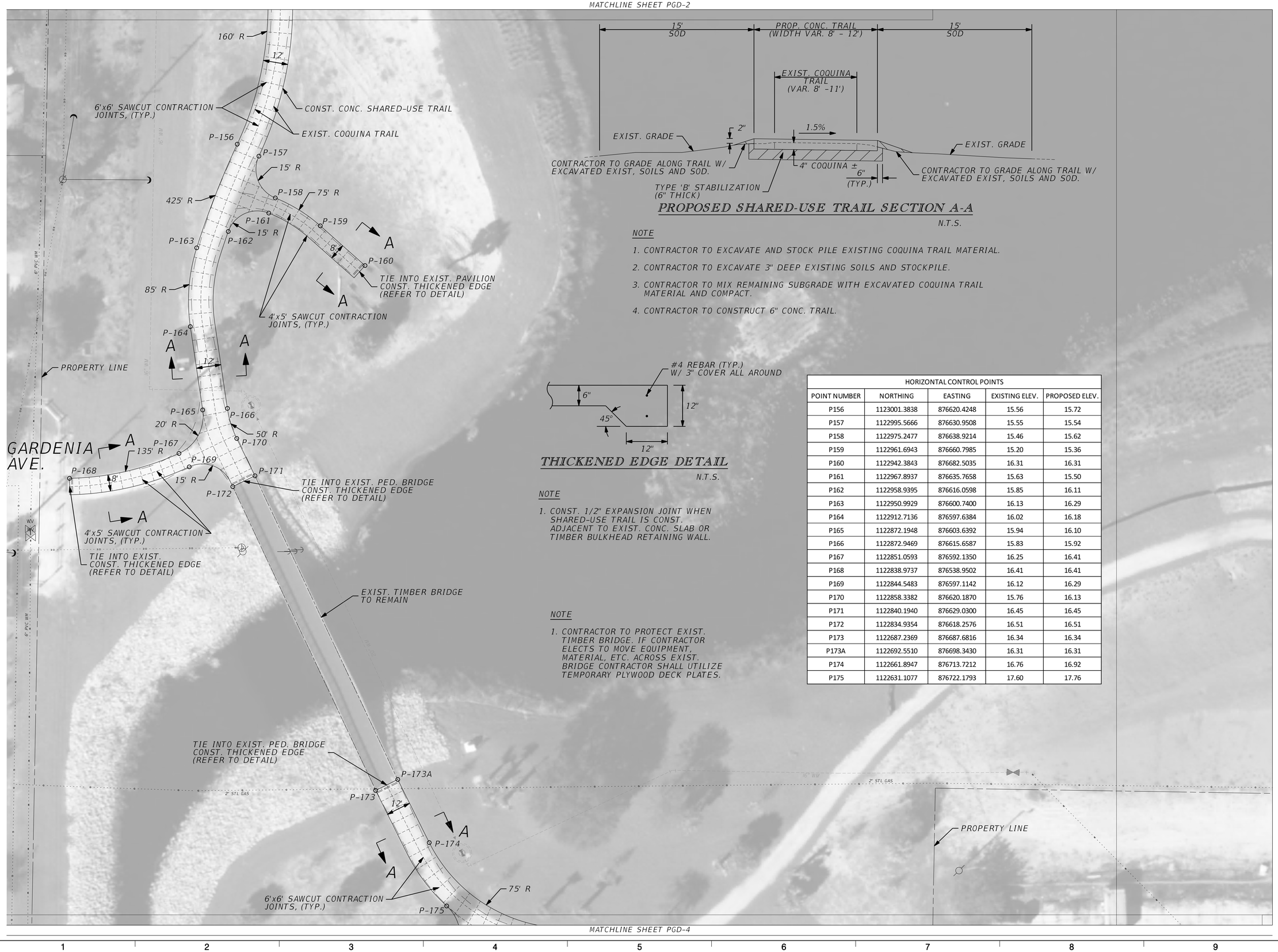
DRAWING NUMBER

PGD-2

SHEET 5 OF 12

K:\VRB_Roadway\Heathcote Gardens Project\Cadd\KHA Sun Trail\PLAN\D02.dgn 9/18/2018 10:20:49 AM MikeFormon Default

MATCHLINE SHEET PGD-2







## PROPOSED SHARED-USE TRAIL SECTION A-A

N.T.S.

NOTE

1. CONTRACTOR TO EXCAVATE AND STOCK PILE EXISTING COQUINA TRAIL MATERIAL.
2. CONTRACTOR TO EXCAVATE 3" DEEP EXISTING SOILS AND STOCKPILE.
3. CONTRACTOR TO MIX REMAINING SUBGRADE WITH EXCAVATED COQUINA TRAIL MATERIAL AND COMPACT.
4. CONTRACTOR TO CONSTRUCT 6" CONC. TRAIL.




## THICKENED EDGE DETAIL

N.T.S.

NOTE

1. CONST. 1/2" EXPANSION JOINT WHEN SHARED-USE TRAIL IS CONST. ADJACENT TO EXIST. CONC. SLAB OR TIMBER BULKHEAD RETAINING WALL.

NOTE

1. CONTRACTOR TO PROTECT EXIST. TIMBER BRIDGE. IF CONTRACTOR ELECTS TO MOVE EQUIPMENT, MATERIAL, ETC. ACROSS EXIST. BRIDGE CONTRACTOR SHALL UTILIZE TEMPORARY PLYWOOD DECK PLATES.

| HORIZONTAL CONTROL POINTS | | | | |
|---|---|---|---|---|
| POINT NUMBER | NORTHING | EASTING | EXISTING ELEV. | PROPOSED ELEV. |
| P156 | 1123001.3838 | 876620.4248 | 15.56 | 15.72 |
| P157 | 1122995.5666 | 876630.9508 | 15.55 | 15.54 |
| P158 | 1122975.2477 | 876638.9214 | 15.46 | 15.62 |
| P159 | 1122961.6943 | 876660.7985 | 15.20 | 15.36 |
| P160 | 1122942.3843 | 876682.5035 | 16.31 | 16.31 |
| P161 | 1122967.8937 | 876635.7658 | 15.63 | 15.50 |
| P162 | 1122958.9395 | 876616.0598 | 15.85 | 16.11 |
| P163 | 1122950.9929 | 876600.7400 | 16.13 | 16.29 |
| P164 | 1122912.7136 | 876597.6384 | 16.02 | 16.18 |
| P165 | 1122872.1948 | 876603.6392 | 15.94 | 16.10 |
| P166 | 1122872.9469 | 876615.6587 | 15.83 | 15.92 |
| P167 | 1122851.0593 | 876592.1350 | 16.25 | 16.41 |
| P168 | 1122838.9737 | 876538.9502 | 16.41 | 16.41 |
| P169 | 1122844.5483 | 876597.1142 | 16.12 | 16.29 |
| P170 | 1122858.3382 | 876620.1870 | 15.76 | 16.13 |
| P171 | 1122840.1940 | 876629.0300 | 16.45 | 16.45 |
| P172 | 1122834.9354 | 876618.2576 | 16.51 | 16.51 |
| P173 | 1122687.2369 | 876687.6816 | 16.34 | 16.34 |
| P173A | 1122692.5510 | 876698.3430 | 16.31 | 16.31 |
| P174 | 1122661.8947 | 876713.7212 | 16.76 | 16.92 |
| P175 | 1122631.1077 | 876722.1793 | 17.60 | 17.76 |

MATCHLINE SHEET PGD-4

PROJECT AND OWNER

# INDIAN HILLS RECREATION AREA

MULTI-USE TRAIL IMPROVEMENTS

FORT PIERCE, FLORIDA

CONSULTANTS

Kimley»Horn
BRIAN A. GOOD, P.E.
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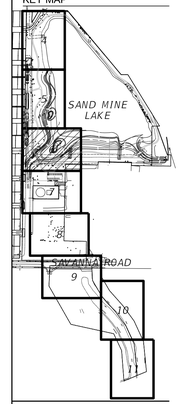
VERO BEACH, FL 32960
(772)794-4100
CERT. OF AUTH. #: 00000696
KHA PROJ. #: 047922008

SEAL

| | |
|---|---|
| PROJECT NO. | 922008.1 |
| DESIGNED BY | BAG |
| DRAWN BY | MCF |
| CHECKED BY | EJK |
| DATE | 09-18-18 |

ISSUED FOR:

KEY MAP




DRAWING SCALE

0 FT 10 20 North

DRAWING TITLE

PAVING, GRADING AND DRAINAGE PLAN

DRAWING NUMBER

PGD-3

SHEET 6 OF 12

K:\VRB_Roadway Vero\Indian Hills Recreation Area\Multi-Use Trail\PLAN\LD03.dgn Default Mike.Forman 9/18/2018 10:22:52 AM

MATCHLINE SHEET PGD-3

P-176 P-176A 10' TIE INTO EXIST. COQUINA PATH CONST. THICKENED EDGE (REFER TO DETAIL)

20' R P-178 P-177 20' R P-179 12' P-180 10' R A P-181 P-181A 8' P-182 TIE INTO EXIST. PAVER PARKING LOT CONST. THICKENED EDGE (REFER TO DETAIL)

P-183 35' R A P-184 45' R 12' P-186 P-185 25' R P-187

6" PVC WM

PROPERTY LINE

#4 REBAR (TYP.) W/ 3" COVER ALL AROUND

6" 12" 45° 12"

## THICKENED EDGE DETAIL

N.T.S.

NOTE

1. CONST. 1/2" EXPANSION JOINT WHEN SHARED-USE TRAIL IS CONST. ADJACENT TO EXIST. CONC. SLAB OR TIMBER BULKHEAD RETAINING WALL.

| HORIZONTAL CONTROL POINTS | | | | |
|---|---|---|---|---|
| POINT NUMBER | NORTHING | EASTING | EXISTING ELEV. | PROPOSED ELEV. |
| P176 | 1122620.3520 | 876780.8451 | 18.09 | 18.25 |
| P176A | 1122620.3520 | 876787.3085 | 18.11 | 18.11 |
| P177 | 1122610.3520 | 876753.9880 | 17.92 | 18.08 |
| P178 | 1122608.0198 | 876726.8807 | 17.73 | 17.89 |
| P179 | 1122598.6710 | 876735.8002 | 17.86 | 17.71 |
| P180 | 1122580.8714 | 876727.6587 | 17.88 | 18.04 |
| P181 | 1122566.7118 | 876736.7525 | 18.03 | 18.19 |
| P181A | 1122566.7118 | 876769.6684 | 18.32 | 18.32 |
| P182 | 1122558.7118 | 876739.9747 | 17.88 | 18.07 |
| P183 | 1122545.1725 | 876698.1343 | 17.28 | 17.44 |
| P184 | 1122538.9972 | 876708.4889 | 17.54 | 17.26 |
| P185 | 1122518.8911 | 876656.9615 | 16.78 | 16.94 |
| P186 | 1122519.0551 | 876627.4982 | 16.80 | 16.96 |
| P187 | 1122494.1739 | 876602.3594 | 17.20 | 17.36 |
| P188 | 1122350.9030 | 876601.6804 | 17.38 | 17.54 |
| P188A | 1122269.3714 | 876623.5639 | 16.59 | 16.75 |
| P189 | 1122199.7431 | 876707.0953 | 16.74 | 16.90 |
| P190 | 1122211.0232 | 876711.1890 | 16.76 | 16.72 |
| P191 | 1122191.9559 | 876763.7279 | 16.69 | 16.68 |
| P192 | 1122183.9541 | 876755.8114 | 16.67 | 16.83 |
| P193 | 1122180.0264 | 876753.1896 | 16.58 | 16.74 |

CONST. CONC. SHARED-USE TRAIL

15' SOD PROP. CONC. TRAIL (WIDTH VAR. 8' - 12') 15' SOD

EXIST. COQUINA TRAIL (VAR. 8' -11')

EXIST. GRADE 2" 1.5% EXIST. GRADE

CONTRACTOR TO GRADE ALONG TRAIL W/ EXCAVATED EXIST, SOILS AND SOD.

4" COQUINA ± 6" (TYP.)

TYPE 'B' STABILIZATION (6" THICK)

CONTRACTOR TO GRADE ALONG TRAIL W/ EXCAVATED EXIST, SOILS AND SOD.

EXIST. COQUINA TRAIL

## PROPOSED SHARED-USE TRAIL SECTION A-A

N.T.S.

NOTE

1. CONTRACTOR TO EXCAVATE AND STOCK PILE EXISTING COQUINA TRAIL MATERIAL.
2. CONTRACTOR TO EXCAVATE 3" DEEP EXISTING SOILS AND STOCKPILE.
3. CONTRACTOR TO MIX REMAINING SUBGRADE WITH EXCAVATED COQUINA TRAIL MATERIAL AND COMPACT.
4. CONTRACTOR TO CONSTRUCT 6" CONC. TRAIL.

PROPERTY LINE

P-188 P-188A 160' R 6'x6' SAWCUT CONTRACTION JOINTS, (TYP.) 12' P-190 P-189 P-191 P-192 80' R 10' 60' R P-193

6" PVC WM WV

PROPERTY LINE

MATCHLINE SHEET PGD-5

PROJECT AND OWNER

# INDIAN HILLS RECREATION AREA

MULTI-USE TRAIL IMPROVEMENTS

FORT PIERCE, FLORIDA

CONSULTANTS

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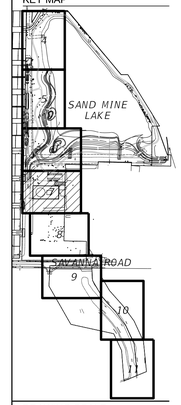
KHA PROJ. #: 047922008

SEAL

| | |
|---|---|
| PROJECT NO. | 922008.1 |
| DESIGNED BY | BAG |
| DRAWN BY | MCF |
| CHECKED BY | EJK |
| DATE | 09-18-18 |

ISSUED FOR:

KEY MAP




DRAWING SCALE

0 FT 10 20 North

DRAWING TITLE

PAVING, GRADING AND DRAINAGE PLAN

DRAWING NUMBER

PGD-4

SHEET 7 OF 12

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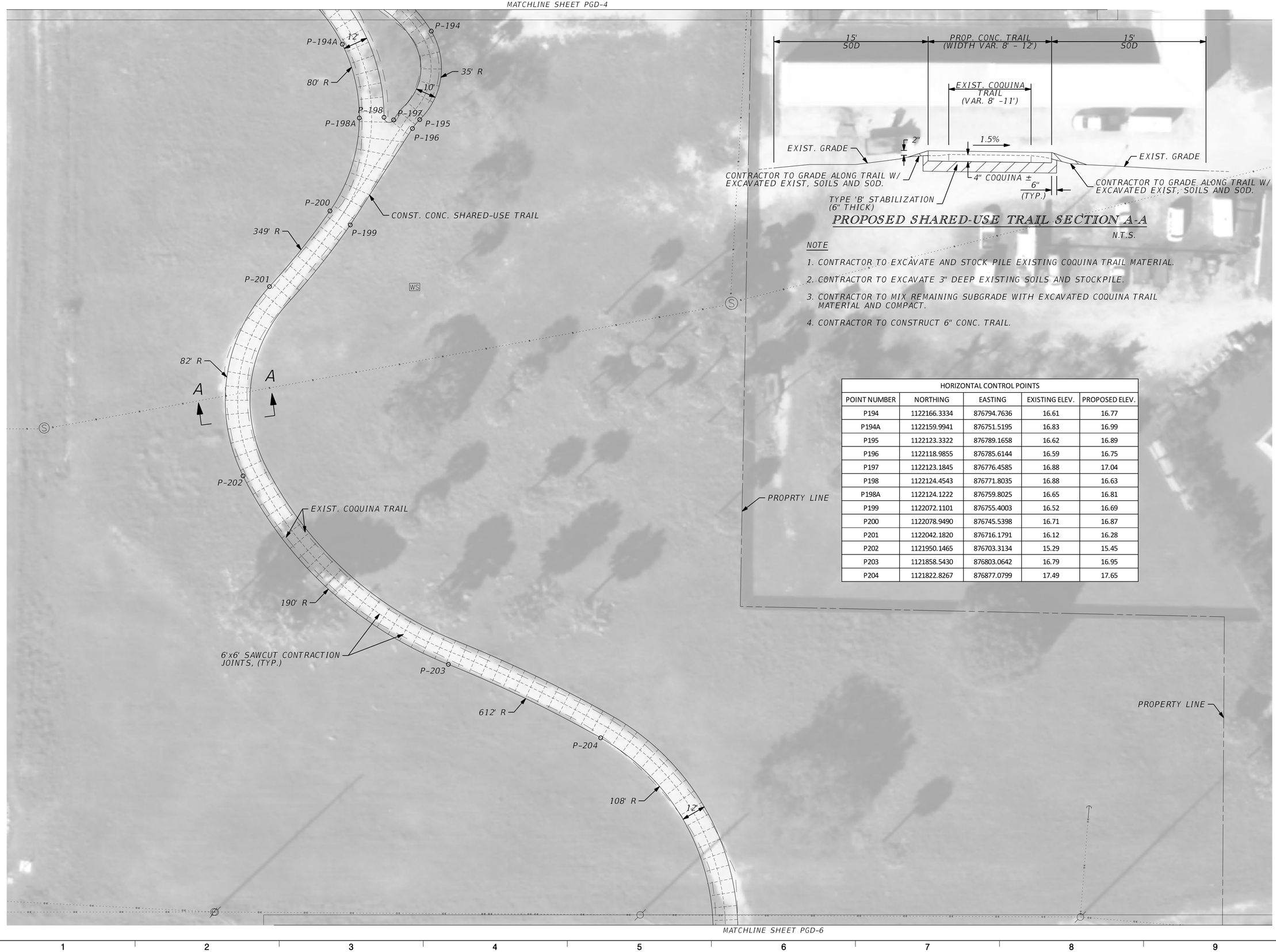
MATCHLINE SHEET PGD-4




## PROPOSED SHARED-USE TRAIL SECTION A-A

N.T.S.

NOTE

1. CONTRACTOR TO EXCAVATE AND STOCK PILE EXISTING COQUINA TRAIL MATERIAL.
2. CONTRACTOR TO EXCAVATE 3" DEEP EXISTING SOILS AND STOCKPILE.
3. CONTRACTOR TO MIX REMAINING SUBGRADE WITH EXCAVATED COQUINA TRAIL MATERIAL AND COMPACT.
4. CONTRACTOR TO CONSTRUCT 6" CONC. TRAIL.

| HORIZONTAL CONTROL POINTS | | | | |
|---|---|---|---|---|
| POINT NUMBER | NORTHING | EASTING | EXISTING ELEV. | PROPOSED ELEV. |
| P194 | 1122166.3334 | 876794.7636 | 16.61 | 16.77 |
| P194A | 1122159.9941 | 876751.5195 | 16.83 | 16.99 |
| P195 | 1122123.3322 | 876789.1658 | 16.62 | 16.89 |
| P196 | 1122118.9855 | 876785.6144 | 16.59 | 16.75 |
| P197 | 1122123.1845 | 876776.4585 | 16.88 | 17.04 |
| P198 | 1122124.4543 | 876771.8035 | 16.88 | 16.63 |
| P198A | 1122124.1222 | 876759.8025 | 16.65 | 16.81 |
| P199 | 1122072.1101 | 876755.4003 | 16.52 | 16.69 |
| P200 | 1122078.9490 | 876745.5398 | 16.71 | 16.87 |
| P201 | 1122042.1820 | 876716.1791 | 16.12 | 16.28 |
| P202 | 1121950.1465 | 876703.3134 | 15.29 | 15.45 |
| P203 | 1121858.5430 | 876803.0642 | 16.79 | 16.95 |
| P204 | 1121822.8267 | 876877.0799 | 17.49 | 17.65 |

MATCHLINE SHEET PGD-6

PROJECT AND OWNER

# INDIAN HILLS RECREATION AREA

MULTI-USE TRAIL IMPROVEMENTS

FORT PIERCE, FLORIDA

CONSULTANTS


Kimley»Horn

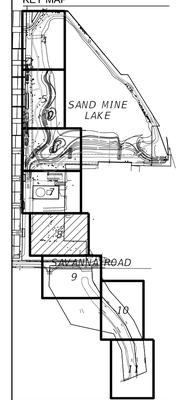
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772)794-4100
CERT. OF AUTH. #: 00000696
KHA PROJ. #: 047922008


SEAL

| | |
|---|---|
| PROJECT NO. | 922008.1 |
| DESIGNED BY | BAG |
| DRAWN BY | MCF |
| CHECKED BY | EJK |
| DATE | 09-18-18 |

ISSUED FOR:

KEY MAP




DRAWING SCALE

0 FT 10 20 North

DRAWING TITLE

PAVING, GRADING AND DRAINAGE PLAN

DRAWING NUMBER

PGD-5

SHEET 8 OF 12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MATCHLINE SHEET PGD-5

SAVANNAH ROAD

EXIST. RDWY R/W LINE

EXIST. RDWY R/W LINE

P-205

12'

P-206

TIE TO EXIST. CONCRETE PLAZA, CONST. THICKENED EDGE (REFER TO DETAIL)

(TO REMAIN)

(TO REMAIN)

EXIST. GRADE

5' MIN SOD

PROP. CONC. TRAIL (WIDTH VAR. 6'-12')

1.5%

EXIST. CURB (TO REMAIN)

EXIST. PARKING AREA (TO REMAIN)

CONTRACTOR TO GRADE ALONG TRAIL W/ EXCAVATED EXIST. SOILS AND SOD.

## PROPOSED SHARED-USE TRAIL SECTION B-B

N.T.S.

NOTE

1. CONTRACTOR TO EXCAVATE EXISTING SOILS AND STOCKPILE.
2. CONTRACTOR TO CONSTRUCT 6" CONC. TRAIL.

#4 REBAR (TYP.) W/ 3" COVER ALL AROUND

6"

12"

45°

12"

## THICKENED EDGE DETAIL

NOTE

N.T.S.

1. CONST. 1/2" EXPANSION JOINT WHEN SHARED-USE TRAIL IS CONST. ADJACENT TO EXIST. CONC. SLAB OR TIMBER BULKHEAD RETAINING WALL.

P-206A

TIE TO EXIST. CONCRETE PLAZA, CONST. THICKENED EDGE (REFER TO DETAIL)

P-207

200' R

P-208

12'

A

A

200' R

P-209A

P-209

CONST. CONC. SHARED-USE TRAIL

NOTE

1. CONTRACTOR TO PROTECT EXIST. TIMBER BRIDGE. IF CONTRACTOR ELECTS TO MOVE EQUIPMENT, MATERIAL, ETC. ACROSS EXIST. BRIDGE CONTRACTOR SHALL UTILIZE TEMPORARY PLYWOOD DECK PLATES.

2' SOD

30' PROP. CONC. TRAIL

2' SOD

EXIST. COQUINA TRAIL (±27')

P-226A EL 18.50

EXIST. GRADE

2"

1.5%

1.5%

CONTRACTOR TO GRADE ALONG TRAIL W/ EXCAVATED EXIST. SOILS AND SOD. (TYP.)

TYPE 'B' STABILIZATION (6" THICK)

4" COQUINA ±

6" (TYP.)

EXIST. GRADE

## PROPOSED SHARED-USE TRAIL SECTION C-C

N.T.S.

NOTE

1. CONTRACTOR TO EXCAVATE AND STOCK PILE EXISTING COQUINA TRAIL MATERIAL.
2. CONTRACTOR TO EXCAVATE 3" DEEP EXISTING SOILS AND STOCKPILE.
3. CONTRACTOR TO MIX REMAINING SUBGRADE WITH EXCAVATED COQUINA TRAIL MATERIAL AND COMPACT.
4. CONTRACTOR TO CONSTRUCT 6" CONC. TRAIL.

PROPERTY LINE

CONST. 5' X 8' CONC. PAD TO ACCOMMODATE RELOCATED EXIST. BENCH

B

B

EXIST. CURB TO REMAIN

EXIST. BOARDWALK TO REMAIN

TIE TO EXIST. BOARDWALK, CONST. THICKENED EDGE (REFER TO DETAIL)

12'

6'x6' SAWCUT CONTRACTION JOINTS, (TYP.)

TIE TO EXIST. CONC. SWK

P-224A

P-224B

P-224

20' R

P-224C

20' R

P-224D

P-224E

10'

P-225

TIE TO EXIST. PED. BRIDGE, CONST. THICKENED EDGE (REFER TO DETAIL)

EXIST. TIMBER BRIDGE TO REMAIN

TIE TO EXIST. PED. BRIDGE, CONST. THICKENED EDGE (REFER TO DETAIL)

2.5' R

C

C

15' R

7.5'R RADIAL SAWCUT

45 DEGREE RADIAL SAWCUTS, (TYP.)

P-226A

P-226

2264

10' R

10' R

P-227

P-228

P-210A

P-210

CONST. 5' X 8' CONC. PAD TO ACCOMMODATE RELOCATED EXIST. BENCH

P-211

12'

5' R

P-223

P-220

10' R

EXIST. COQUINA TRAIL

5'x5' SAWCUT CONTRACTION JOINTS

EXIST. COQUINA TRAIL

P-219

6'

P-221

P-222

15' R

P-212

CONST. 2.5' X 2.5' CONC. PAD TO ACCOMMODATE RELOCATED EXIST. TRASH RECEPTACLE

10' R

P-213

P-216

TIE TO EXIST. PED. BRIDGE, CONST. THICKENED EDGE (REFER TO DETAIL)

8'

P-215

12'

12'

P-214

P-217

5' R

15' R

P-218

TIE TO EXIST. CONC. SWK

TIE INTO EXIST. PAVILION CONST. THICKENED EDGE (REFER TO DETAIL)

EXIST. PAVILION

CONST. 6' X 6' CONC. PAD TO ACCOMMODATE RELOCATED EXIST. BIKE RACK

A

A

P-229

CONST. CONC. SHARED-USE TRAIL

10'

| HORIZONTAL CONTROL POINTS | | | | |
|---|---|---|---|---|
| POINT NUMBER | NORTHING | EASTING | EXISTING ELEV. | PROPOSED ELEV. |
| P205 | 1121728.9301 | 876931.7185 | 17.87 | 18.03 |
| P206 | 1121702.3630 | 876931.9390 | 18.46 | 18.46 |
| P206A | 1121601.7641 | 876930.9580 | 17.33 | 17.33 |
| P207 | 1121601.6468 | 876942.9910 | 17.37 | 17.37 |
| P208 | 1121587.9234 | 876946.2766 | 17.43 | 17.59 |
| P209 | 1121535.5953 | 876961.0888 | 17.42 | 17.31 |
| P209A | 1121535.2585 | 876949.0135 | 17.33 | 17.49 |
| P210 | 1121423.5612 | 876981.2891 | 17.34 | 17.27 |
| P210A | 1121420.5222 | 876969.6793 | 17.29 | 17.45 |
| P211 | 1121391.8055 | 876983.9797 | 17.67 | 17.83 |
| P212 | 1121357.3862 | 876973.2376 | 17.70 | 17.86 |
| P213 | 1121345.9523 | 876970.6622 | 17.13 | 17.29 |
| P214 | 1121324.7232 | 876955.4128 | 16.50 | 16.50 |
| P215 | 1121335.4390 | 876972.9603 | 17.06 | 17.17 |
| P216 | 1121336.8136 | 876988.0128 | 17.44 | 17.60 |
| P217 | 1121319.0943 | 877043.0239 | 17.68 | 17.84 |
| P218 | 1121313.6919 | 877054.7054 | 17.57 | 17.57 |
| P219 | 1121367.9735 | 877085.2922 | 17.76 | 17.92 |
| P220 | 1121368.7397 | 877094.6810 | 17.55 | 17.71 |
| P221 | 1121354.7273 | 877105.2829 | 17.55 | 17.71 |
| P222 | 1121339.5543 | 877112.9384 | 17.56 | 17.56 |
| P223 | 1121386.5541 | 877104.5327 | 17.32 | 17.48 |
| P224 | 1121425.8180 | 877054.0170 | 17.56 | 17.56 |
| P224A | 1121430.6710 | 877071.8380 | 17.51 | 17.51 |
| P224B | 1121427.6889 | 877072.6501 | 17.38 | 17.54 |
| P224C | 1121413.2196 | 877088.6385 | 17.43 | 17.59 |
| P224D | 1121407.7108 | 877121.4771 | 17.05 | 17.21 |
| P224E | 1121408.9617 | 877132.4496 | 16.89 | 17.05 |
| P225 | 1121411.3950 | 877164.4123 | 16.85 | 16.85 |
| P226 | 1121431.4506 | 877203.9018 | 17.73 | 17.73 |
| P226A | 1121436.3488 | 877235.7651 | 18.15 | 18.50 |
| P227 | 1121416.6196 | 877237.9779 | 18.23 | 18.39 |
| P228 | 1121399.7353 | 877248.1335 | 18.22 | 18.38 |
| P229 | 1121358.5666 | 877278.4965 | 18.87 | 19.03 |

MATCHLINE SHEET PGD-7

MATCHLINE SHEET PGD-7

K:\VRB_Roadway Vero\Note Gardens Project\Cadd\VHA Sun Trail\PLAN\D09.dgn Default Mike.Forman 9/18/2018 10:23:26 AM

PROJECT AND OWNER

# INDIAN HILLS RECREATION AREA

MULTI-USE TRAIL IMPROVEMENTS

FORT PIERCE, FLORIDA

CONSULTANTS

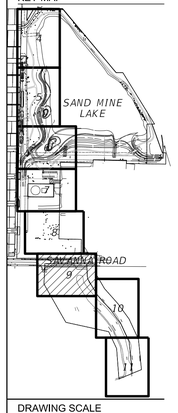
Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772)794-4100
CERT. OF AUTH. #: 00000696
KHA PROJ. #: 047922008

SEAL

| | |
|---|---|
| PROJECT NO. | 922008.1 |
| DESIGNED BY | BAG |
| DRAWN BY | MCF |
| CHECKED BY | EJK |
| DATE | 09-18-18 |

ISSUED FOR:

KEY MAP




DRAWING SCALE

0 FT 10 20 North

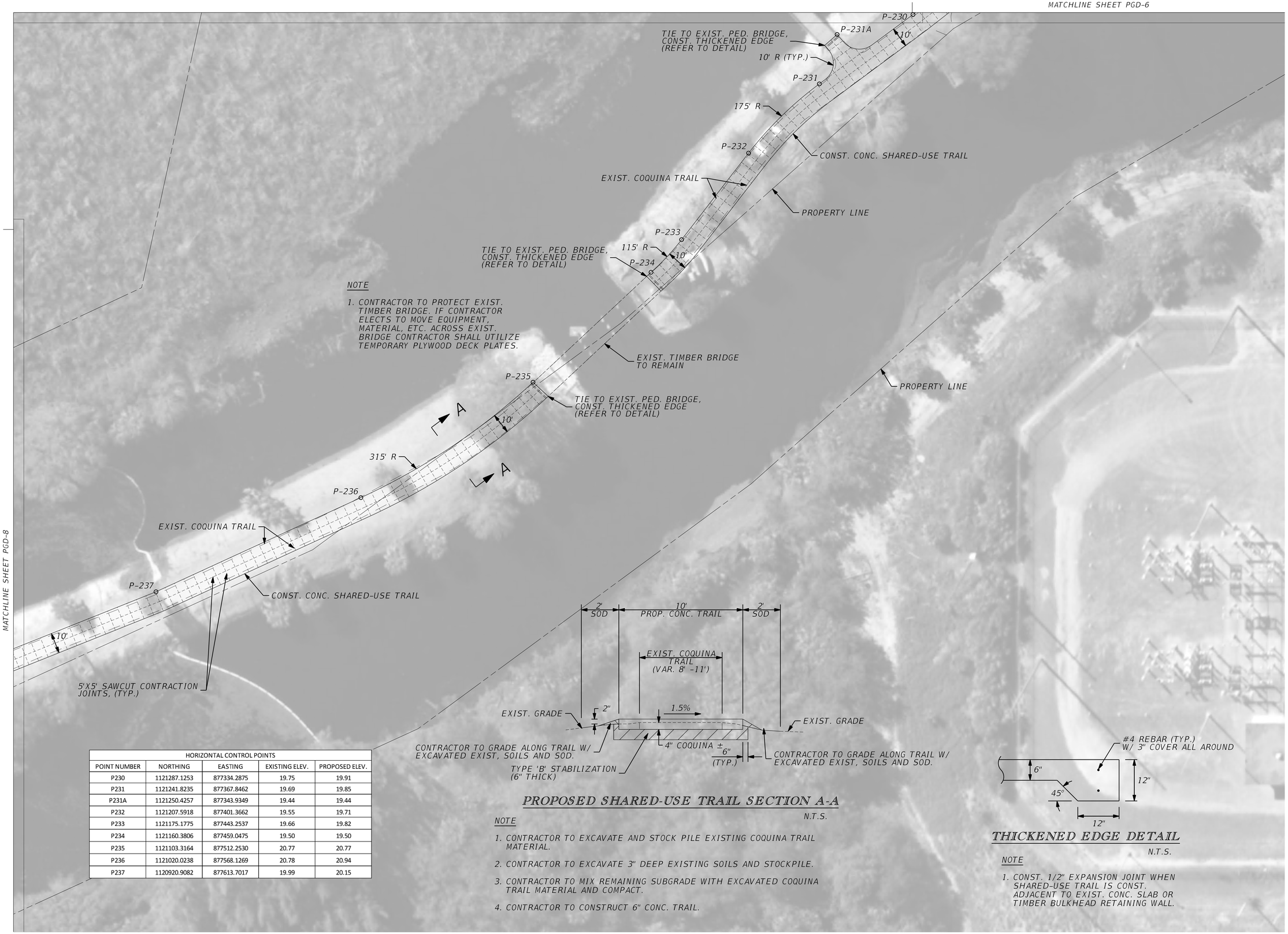
DRAWING TITLE

PAVING, GRADING AND DRAINAGE PLAN

DRAWING NUMBER

PGD-6

SHEET 9 OF 12




NOTE

1. CONTRACTOR TO PROTECT EXIST. TIMBER BRIDGE. IF CONTRACTOR ELECTS TO MOVE EQUIPMENT, MATERIAL, ETC. ACROSS EXIST. BRIDGE CONTRACTOR SHALL UTILIZE TEMPORARY PLYWOOD DECK PLATES.

| HORIZONTAL CONTROL POINTS | | | | |
|---|---|---|---|---|
| POINT NUMBER | NORTHING | EASTING | EXISTING ELEV. | PROPOSED ELEV. |
| P230 | 1121287.1253 | 877334.2875 | 19.75 | 19.91 |
| P231 | 1121241.8235 | 877367.8462 | 19.69 | 19.85 |
| P231A | 1121250.4257 | 877343.9349 | 19.44 | 19.44 |
| P232 | 1121207.5918 | 877401.3662 | 19.55 | 19.71 |
| P233 | 1121175.1775 | 877443.2537 | 19.66 | 19.82 |
| P234 | 1121160.3806 | 877459.0475 | 19.50 | 19.50 |
| P235 | 1121103.3164 | 877512.2530 | 20.77 | 20.77 |
| P236 | 1121020.0238 | 877568.1269 | 20.78 | 20.94 |
| P237 | 1120920.9082 | 877613.7017 | 19.99 | 20.15 |

## PROPOSED SHARED-USE TRAIL SECTION A-A

N.T.S.

NOTE

1. CONTRACTOR TO EXCAVATE AND STOCK PILE EXISTING COQUINA TRAIL MATERIAL.
2. CONTRACTOR TO EXCAVATE 3" DEEP EXISTING SOILS AND STOCKPILE.
3. CONTRACTOR TO MIX REMAINING SUBGRADE WITH EXCAVATED COQUINA TRAIL MATERIAL AND COMPACT.
4. CONTRACTOR TO CONSTRUCT 6" CONC. TRAIL.

## THICKENED EDGE DETAIL

N.T.S.

NOTE

1. CONST. 1/2" EXPANSION JOINT WHEN SHARED-USE TRAIL IS CONST. ADJACENT TO EXIST. CONC. SLAB OR TIMBER BULKHEAD RETAINING WALL.

PROJECT AND OWNER

# INDIAN HILLS RECREATION AREA

MULTI-USE TRAIL IMPROVEMENTS

FORT PIERCE, FLORIDA

CONSULTANTS

Kimley»Horn

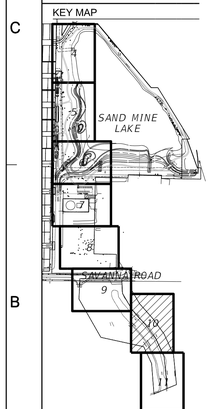
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERT. OF AUTH. #: 00000696
KHA PROJ. #: 047922008

SEAL

| | |
|---|---|
| PROJECT NO. | 922008.1 |
| DESIGNED BY | BAG |
| DRAWN BY | MCF |
| CHECKED BY | EJK |
| DATE | 09-18-18 |

ISSUED FOR:

KEY MAP




DRAWING SCALE

0 FT 10 20 North

DRAWING TITLE

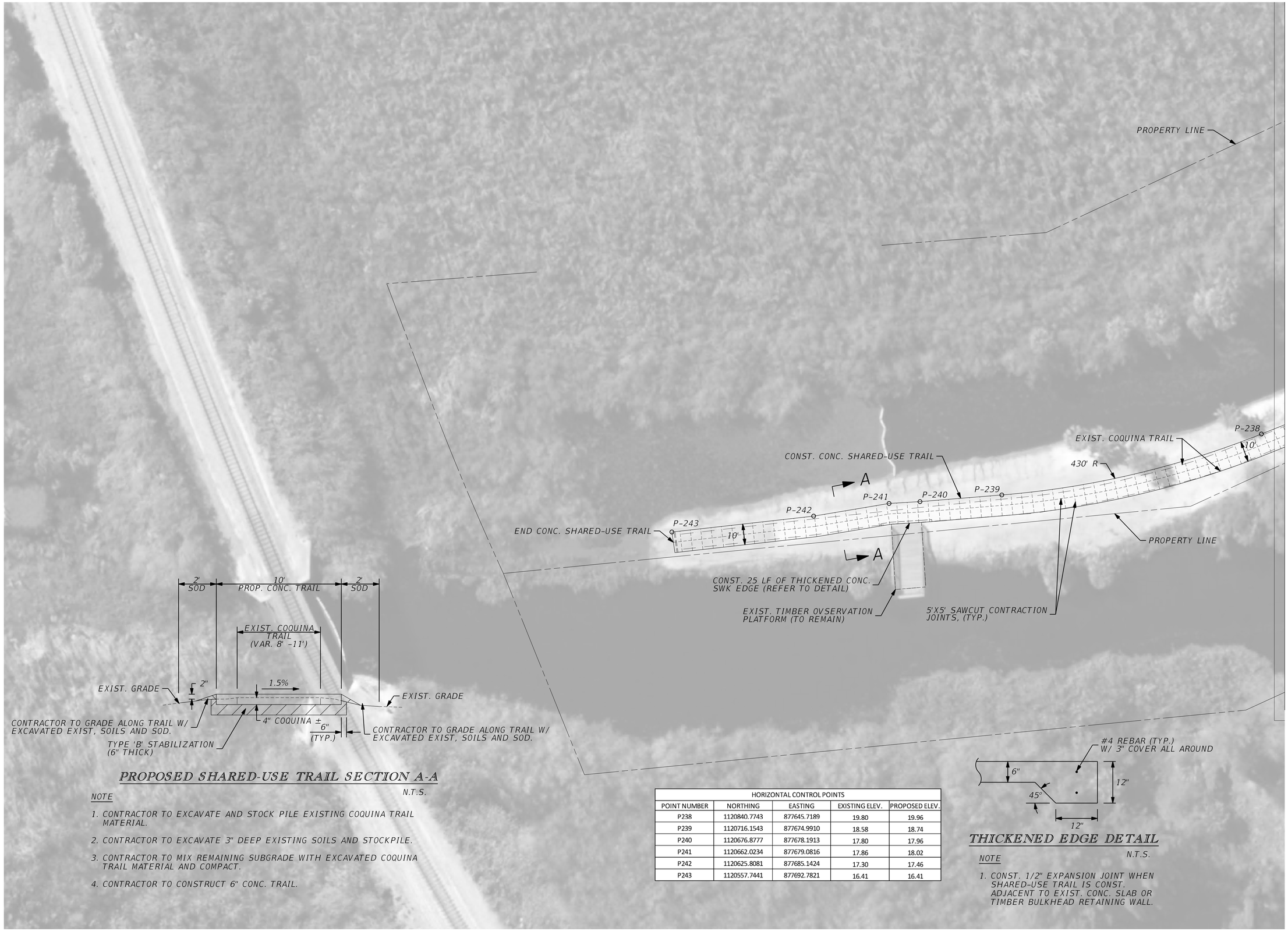
PAVING, GRADING AND DRAINAGE PLAN

DRAWING NUMBER

PGD-7

SHEET 10 OF 12

K:\VRB_Roadway\Heathcote Gardens Project\Cadd\KHA Sun Trail\PLANLDII.dgn Default Mike.Forman 9/18/2018 10:24:10 AM




## PROPOSED SHARED-USE TRAIL SECTION A-A

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4. CONTRACTOR TO CONSTRUCT 6" CONC. TRAIL.

| HORIZONTAL CONTROL POINTS | | | | |
|---|---|---|---|---|
| POINT NUMBER | NORTHING | EASTING | EXISTING ELEV. | PROPOSED ELEV. |
| P238 | 1120840.7743 | 877645.7189 | 19.80 | 19.96 |
| P239 | 1120716.1543 | 877674.9910 | 18.58 | 18.74 |
| P240 | 1120676.8777 | 877678.1913 | 17.80 | 17.96 |
| P241 | 1120662.0234 | 877679.0816 | 17.86 | 18.02 |
| P242 | 1120625.8081 | 877685.1424 | 17.30 | 17.46 |
| P243 | 1120557.7441 | 877692.7821 | 16.41 | 16.41 |

## THICKENED EDGE DETAIL

N.T.S.

NOTE

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PROJECT AND OWNER

# INDIAN HILLS RECREATION AREA

MULTI-USE TRAIL IMPROVEMENTS

FORT PIERCE, FLORIDA

CONSULTANTS

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(772)794-4100
CERT. OF AUTH. #: 00000696
KHA PROJ. #: 047922008

SEAL

| | |
|---|---|
| PROJECT NO. | 922008.1 |
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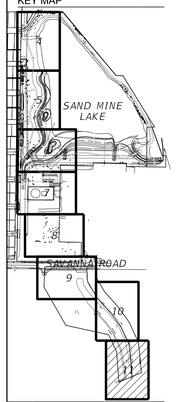
| DATE | 09-18-18 |

ISSUED FOR:

KEY MAP




DRAWING SCALE

0 FT 10 20 North

DRAWING TITLE

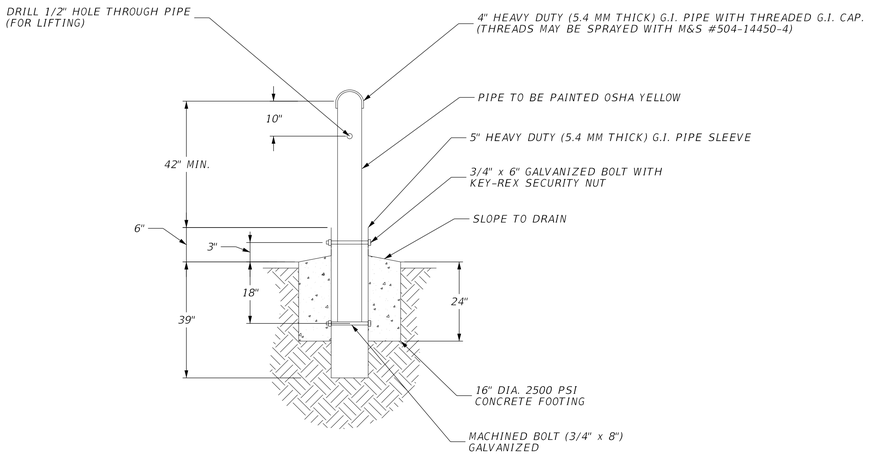
PAVING, GRADING AND DRAINAGE PLAN

DRAWING NUMBER

PGD-8

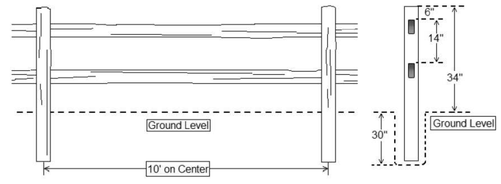
SHEET 11 OF 12

K:\VRB_Roadway\Heathcote Gardens Project\Cadd\KHA Sun Trail\PLAN\LD02.dgn 9/18/2018 10:24:47 AM Mike.Forman Default




REMOVABLE PIPE BOLLARD

N.T.S.




2-RAIL SPLIT RAIL FENCE DETAIL

N.T.S.

NOTE:

1) ALL WOOD MATERIALS SHALL BE TREATED WOOD, OR WOOD OF A NATURAL RESISTANCE TO DECAY. MATERIALS SHALL BE FREE FROM LOOSE KNOTS, CRACKS, AND OTHER IMPERFECTIONS.

2) POSTS SHALL BE 18" GIRTH (APPROX. 25 SQUARE INCHES). 3-RAIL POSTS SHALL BE APPROXIMATELY 78-INCHES IN HEIGHT. POSTS. SHALL BE BURRIED 30-INCHES INTO GROUND.

3) END POSTS, CHANGE OF DIRECTION , AND GATE POSTS REQUIRE 30" DIAMETER CONCRETE FOOTINGS EXTENDING AT LEAST 24-INCHES INTO UNDISTURBED NATURAL GROUND OR PROPERLY COMPACTED FILL.

PROJECT AND OWNER

# INDIAN HILLS RECREATION AREA

MULTI-USE TRAIL IMPROVEMENTS

FORT PIERCE, FLORIDA

CONSULTANTS

Kimley»Horn

BRIAN A. GOOD, P.E.
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SEAL

| | |
|---|---|
| PROJECT NO. | 922008.1 |
| DESIGNED BY | BAG |
| DRAWN BY | MCF |
| CHECKED BY | EJK |
| DATE | 09-18-18 |

ISSUED FOR:

KEY MAP

DRAWING SCALE

DRAWING TITLE

MISCELLANEOUS DETAILS

DRAWING NUMBER

DT-1

SHEET 12 OF 12

K:\VRB_Roadway\Heathcote Gardens Project\Cadd\KHA Sun Trail\SPDTL001.dgn
Default
Mike.Forman
9/18/2018
10:25:34 AM

**City Commission Regular Meeting** **13.b.**

**Meeting Date:** 05/06/2019

**Re:** Sunrise Theatre Advisory Board Reappointments

**Submitted For:** Sharon Engle, Interim Executive Director, Sunrise Theatre

**SUBJECT:**

Applications for consideration for appointment or reappointment to the Sunrise Theatre Advisory Board

**SUMMARY:**

Several current Sunrise Theatre Advisory Board Members terms have expired and are requesting reappointment to the Board. We have a need for additional applicants for the following seats: 2 neighboring county seats; 1 IRSC Seat; 1 city resident seat, 2 St. Lucie County resident seats.

**RECOMMENDATION:**

Approval

**ALTERNATIVES:**

Seek Additional Board Members

**RESPONSIBLE STAFF:**

Sharon Engle, Acting Director Sunrise Theatre
Linda Cox, City Clerk

**COORDINATED WITH:**

Linda Cox, City Clerk

**Fiscal Impact**

| | |
|---|---|
| **Budgeted Y/N:** | Y |
| **Fiscal Year:** | 2018/19 |
| **Account:** | Sunrise Theatre |
| **Amount:** | 0 |

**OTHER INFORMATION:**

Reappointment to the Sunrise Theatre Advisory Board requires no funding.

**Attachments**

Steven Brigance - FP
Luke A. Croghan - City
Dennis DeVivo - FP
Julie Serra - FP

Marie Honore-Rigaud - SLC
Stanley Silver - SLC
Anthony Lella - SLC
John Earnhardt - SLC Schools

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 09:39 AM |

Form Started By: Anne Satterlee
Started On: 04/16/2019 04:35 PM
Final Approval Date: 04/26/2019

# CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841


RECEIVED
APR 30 2019
CITY CLERK'S OFFICE

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

**Name of Board or Boards for which you are applying:** Sunrise Theatre

| | |
|---|---|
| Name: Steven A. Brigance | Phone (479) 719-3204 (772) 577-4049 |
| Home Address: 1705 South Ocean Drive | How long at this address? Fort Pierce 3 years |
| City/Zip Code: 34949 | |
| Are you a citizen of the United States? ☒ Yes ☐ No | |
| Occupation: Attorney/Business Person/Owner | |

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☐ No
If yes, list the address and nature of said business:
I own business I lease and a mortgage in AR. I conduct my national practice from my office here in Fort Pierce

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No
If yes, in what capacity?
N/A

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):
Lawyer for 42 years. National practice 3 states as a bond counsel. Now G.C for two west coast businesses. Reported Artist. National in contractual negotiations.

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☒ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: Sbrigance@Litsolaw.com

Date: 4/30/19 Applicant's Signature [signature]

**APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.**
**Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950**
**fax (772) 467-3841 or via email at lcox@city-ftpierce.com**

**Steven Brigance**

**From:** Shyanne Helms <SHelms@City-FtPierce.Com>
**Sent:** Monday, April 29, 2019 5:11 PM
**Subject:** News Release: City of Fort Pierce Commissioners Seek Applications for Sunrise Theatre Advisory Board
**Attachments:** Sunrise Theatre.jpg

# News Release

City of Fort Pierce
For immediate release: April 29, 2019
Contact: City Clerk's Office | 772.467.3065

## City of Fort Pierce Commissioners Seek Applications for Sunrise Theatre Advisory Board

Fort Pierce City Commissioners are looking for civic-minded residents to serve on the Sunrise Theatre Advisory Board. Qualified applicants should reside in the City of Fort Pierce, St. Lucie County or a neighboring county and be willing to serve a three-year term.
The Sunrise Theatre Advisory Board consists of 14 members and was created for the purpose to ensure the Sunrise Theatre's ongoing fiscal stability, provide guidance and advice to address the needs of the community, and act as ambassadors to the community on behalf of the Sunrise Theatre.
The Sunrise Theatre Advisory Board currently meets on the 2nd Tuesday of every other month (January, March, May, July, September, November) at 12:30 PM at the Sunrise Theatre. To fill out an application or see a complete list of Boards and Committees, meeting days and times and any specific qualifications, visit the Boards & Committees on the City's website at: http://www.cityoffortpierce.com/141/Applications. All applications should be returned to the Office of the City Clerk by **May 30, 2019**, at 100 N US Highway 1, Fort Pierce, FL 34950, fax to 772-467-3841 or email to lcox@city-ftpierce.com. For questions, please call 772.467.3065.

**Shyanne Helms, MBA | Communications + Economic Development Manager**
**City of Fort Pierce**
Phone: 772.467.3034 Fax: 772.489.8042 100 North U.S. 1 Fort Pierce, FL 34950
Website| Facebook| Survey

FORT PIERCE Florida

*"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."*

Please Note: Florida has very broad public records laws. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please immediately notify the sender by reply e-mail and delete the e-mail and any associated materials from all devices.

# CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841


## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

**Name of Board or Boards for which you are applying:** _____

| | |
|---|---|
| Name: Luke A. Croghan | Phone: 954-294-4616 |
| Home Address: 2025 Jacaranda Drive, Fort Pierce | How long at this address? 5 Years |
| Are you a citizen of the United States? ☒ Yes ☐ No | |
| Occupation: Technology and Management Consultant | |
| Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No<br>If yes, list the address and nature of said business: | |
| Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No<br>If yes, in what capacity? | |
| Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No<br>If yes, state the business and location: | |
| Do you have special training or knowledge in the area of:<br>Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No<br>Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other:<br>Describe your education, background, training and knowledge in the above area(s):<br>Over 20 years of negotiating and managing large scale technology and servcies contracts. | |
| Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No<br>If yes, please specify: Sunrise Theatre Advisory Board and Fort Pierce Arts and Culture Board | |
| Have you ever been convicted of a crime? ☐ Yes ☒ No<br>If yes, what was the nature of the crime(s) you were convicted of: | |
| Referred by: | Email Address: lcroghan8@gmail.com |
| Date: 3/19/2019 | Applicant's Signature Luke A. Croghan |

**APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.**
**Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950**
**fax (772) 468-3841 or via email at lcox@city-ftpierce.com**

# CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

**Name of Board or Boards for which you are applying:** Sunrise Theatre Advisory Board

| | |
|---|---|
| Name: Dennis J. DeVivo | Phone: 631-831-8192 |
| Home Address: City/Zip Code: 4 Harbour Isle Drive East, Unit 106 , Fort Pierce | How long at this address? 14 years |
| Are you a citizen of the United States? ☑ Yes ☐ No | |
| Occupation: Insurance Professional & Talent Agent | |
| Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No<br>If yes, list the address and nature of said business: | |
| Do you now or in the future plan to do business with the City of Fort Pierce? ☑ Yes ☐ No<br>If yes, in what capacity? I'm setting myself to be a commercial insurance specialist in the area because I see the need for it here especially with the Port coming into being and the vast amount of positive movement to the city. | |
| Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No<br>If yes, state the business and location: | |
| Do you have special training or knowledge in the area of:<br>Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No<br>Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Insurance Professional<br>Describe your education, background, training and knowledge – (feel free to attach a resume):<br>Own and operate my insurance agency and licensed in NY, CT, PA, NJ, FL, SC, NC with over 43 yrs of experience. I'm a commercial speacialist that takes on various risks for many clients to bring down the cost of their insurance. I'm also a talent agent on the side in which I have access to many types of acts, bands, and entertainment. | |
| Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No<br>If yes, please specify: | |
| Have you ever been convicted of a felony? ☐ Yes ☑ No<br>If yes, what was the nature of the crime(s) you were convicted of: | |
| Referred by: | Applicant Email Address: dennis@devivoassociates.com |
| Date: 04/29/2019 | Applicant's Signature Dennis J. DeVivo |

**APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.**
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100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

RECEIVED
APR 30 2019
CITY CLERK'S OFFICE

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

**Name of Board or Boards for which you are applying:** Sunrise Theatre Advisory

| | |
|---|---|
| Name: Julie Serra | Phone: 772 293-1789 |
| Home Address: 2919 Admiral St.<br>City/Zip Code: FP 34982 | How long at this address? 23 yrs |

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Business Manager

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):
John Carroll – Active in community
IRSC – Love Fort Pierce, manage business

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Cindi O'connel Applicant Email Address: mattjulieserra@yahoo.com

Date: 4/30/19 Applicant's Signature: Julie Serra

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**fax (772) 467-3841 or via email at lcox@city-ftpierce.com**

# CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

RECEIVED
JAN 17 2019
CITY CLERK'S OFFICE

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

**Name of Board or Boards for which you are applying:** KEEP FT. PIERCE BEAUTIFUL
SUNRISE THEATRE

| | |
|---|---|
| Name: MARIE HONORÉ-RIGAUD | Phone: 772-985-5817 |
| Home Address: 1631 SW SYLVESTER LANE<br>City/Zip Code: P.S.L, FL 34984 | How long at this address? 4 MTHS |

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: SPEECH THERAPIST

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No
Contracting: ☐ Yes ☒ No Land Development: ☐ Yes ☒ No Other:
Describe your education, background, training and knowledge in the above area(s):

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☒ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: COMMISSIONER ALEXANDER Applicant Email Address: crazy4shoes64@gmail.com

Date: 1/14/19 Applicant's Signature Marie Honoré-Rigaud

**APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.**
**Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950**
**fax (772) 467-3841 or via email at lcox@city-ftpierce.com**

# CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841


## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

**Name of Board or Boards for which you are applying:** _____

| | |
|---|---|
| Name: Stanley D. Silver | Phone: 772 971-1111 |
| Home Address: 7700 Wexford Way, Port St. Lucie , FL 34986 | How long at this address? 17 years |
| Are you a citizen of the United States? ☐ Yes ☐ No | |
| Occupation: Retired | |
| Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No<br>If yes, list the address and nature of said business: | |
| Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No<br>If yes, in what capacity? | |
| Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No<br>If yes, state the business and location: | |
| Do you have special training or knowledge in the area of:<br>Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No<br>Contracting: ☐ Yes ☒ No Land Development: ☐ Yes ☒ No Other: Theatre Management<br>Describe your education, background, training and knowledge in the above area(s):<br>General/Company Manager Non-Profit Theatres and Broadway/Off-Bway Shows | |
| Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No<br>If yes, please specify: Sunrise Theatre Advisory Board | |
| Have you ever been convicted of a crime? ☐ Yes ☒ No<br>If yes, what was the nature of the crime(s) you were convicted of: | |
| Referred by: | Email Address: |
| Date: 3/19/19 | Applicant's Signature |

**APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.**
**Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950**
**fax (772) 468-3841 or via email at lcox@city-ftpierce.com**

# CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

RECEIVED
MAY 03 2019
CITY CLERK'S

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

**Name of Board or Boards for which you are applying:** SUNRISE THEATRE ADVISORY BOARD

| | |
|---|---|
| Name: ANTHONY J. LELLA | Phone: 772-873-3700 |
| Home Address: City/Zip Code: 345 NW Shoreline Circle, Port St Lucie, FL 34986 | How long at this address? 14 years |
| Are you a citizen of the United States? ☐ Yes ☐ No | |
| Occupation: Retired | |
| Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No<br>If yes, list the address and nature of said business: | |
| Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No<br>If yes, in what capacity? | |
| Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No<br>If yes, state the business and location: | |
| Do you have special training or knowledge in the area of:<br>Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No<br>Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No (Other)<br>Describe your education, background, training and knowledge – (feel free to attach a resume):<br>SEE ATTACHED RESUME | |
| Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No<br>If yes, please specify: | |
| Have you ever been convicted of a felony? ☐ Yes ☑ No<br>If yes, what was the nature of the crime(s) you were convicted of: | |
| Referred by: Online Info. | Applicant Email Address: ajl1942@gmail.com |
| Date: May 2, 2019 | Applicant's Signature: Anthony J. Lella |

**APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.**
**Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950**
**fax (772) 467-3841 or via email at lcox@city-ftpierce.com**

Anthony J. Lella
345 NW Shoreline Circle
Port St. Lucie, Fl 34986
772.873.3700
ajl1942@gmail.com

## AREAS OF EFFECTIVENESS

| | |
|---|---|
| Planning Programming Design: | Revised/improved orientation procedures regarding international student and teacher exchange programs via creation of printed materials, seminars, lectures and visual aids. |
| Staff Management: | Administered numerous country and state coordinators and 11 middle management personnel. |
| Negotiation: | Negotiated various service contracts regarding foreign exchange program deliverance. |
| Resources Development: | Directed fund raising operation for scholarship programs involving students and teachers from the USA, Latin America and United Kingdom. |
| Report Preparation: | Created grant progress reports which included funds disbursement, improvements and future outlook. |

## OF ADDITIONAL SIGNIFICANCE

After retirement, joined the Sunrise Theatre as a volunteer usher in 2007 to the present. Also conducted *Halloween Ghost Tours* of the Sunrise, lecturing on the history of the Sunrise and of theater in general.

Two years of Peace Corps service in Colombia plus annual business trips to most countries in Latin America and the United Kingdom to monitor exchange programs progress.

Fluent in Spanish; working knowledge of French.

Kappa Delta Pi Honor Society in Education

(continued on reverse)

## WORK EXPERIENCE

English Speaking Union of the United States — 1995 to retirement in 2006
**Director of International Education**

Open Door Student Exchange, Hempstead, NY — 1969 to 1994
**Educational Director**

Junior High School 11, Brooklyn, NY — 1968 to 1969
**Teacher of Social Studies and Spanish**

New York University, New York, NY
**Graduate Student**

Peace Corps, Colombia — 1964 to1966
**In Country Volunteer**

## EDUCATION

M.A. in Secondary Education — New York University, 1968
B.S. in Foreign Service — Georgetown University, 1964

# CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3000 FAX (772) 467-3841

## APPLICATION FOR APPOINTMENT/REAPPOINTMENT

**Name of Board or Boards for which you are applying:** Sunrise Theatre

| | |
|---|---|
| Name: JOHN EARNHARDT | Phone: 772 359-3258 |
| Home Address: 4331 Beauty Leaf Cir | How long at this address? |
| Are you a citizen of the United States? ☒ Yes ☐ No | |
| Occupation: Education | |
| Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No<br>If yes, list the address and nature of said business: | |
| Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No<br>If yes, in what capacity? | |
| Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No<br>If yes, state the business and location: SLPS | |
| Do you have special training or knowledge in the area of:<br>Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No<br>Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: music / theatre<br>Describe your education, background, training and knowledge in the above area(s):<br>BA in music / community Arts organizations | |
| Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No<br>If yes, please specify: SUNRISE TH. BOA | |
| Have you ever been convicted of a crime? ☐ Yes ☒ No<br>If yes, what was the nature of the crime(s) you were convicted of: | |
| Referred by: | Email Address: john.earnhardt@stlucieschools.org |
| Date: 3/29/19 | Applicant's Signature |

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**City Commission Regular Meeting** **15.a.**

**Meeting Date:** 05/06/2019

**Re:** City Manager's Report and Purchase Order Report

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

**SUBJECT:**

City Manager's Report and Purchase Order Report

## Attachments

May 1, 2019 Purchase Order Report 10K-50K Approved by CM

City Managers Report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| City Manager | Nick Mimms | 04/26/2019 09:38 AM |
| City Manager | Nick Mimms | 04/26/2019 09:41 AM |

Form Started By: Jennifer Robinson Started On: 04/17/2019 08:11 AM

Final Approval Date: 04/26/2019

**Purchase Order Approvals between $10,000 and $50,000 by the City Manager from April 1, 2019 to April 30, 2019**

Purchase Orders

Approval to pay invoices for the Department of Justice Grant (Restoring the Village) in the amount of $31,500.00 for services rendered.



MAY 2019

# FORT INSIDER






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# FORT PIERCE PUBLIC WORKS
# OPEN HOUSE

## THURSDAY, MAY 23, 2019 FROM 5PM TO 8PM

## FORT PIERCE PUBLIC WORKS FACILITY LOCATED AT 52 SAVANNAH ROAD IN FORT PIERCE

At this fun filled event, attendees will participate in activities and visit the compound operations: facility maintenance, fleet, solid waste, streets and drainage and parks divisions. River Walk Center and Recreation staff will also be in attendance.
Three free classes will be offered during the event:

· 5:30pm Recycling
· 6:00pm Irrigation
· 7:00pm Tree Pruning

Hamburgers and hot dogs will be served from 5pm until 7pm while supplies last! There will be lots of fun for the whole family.
For more information, contact Public Works at 772.467.3821.





# MAKING MEMORIES

BY AUDRIA WELLS,
PUBLIC AFFAIRS MANAGER

Fort Pierce Police Officers enjoyed hiding Easter eggs, while Courageous Kids eagerly waited for the hunt to begin. More than 75 children and adults participated in the surprise activity of the day at First Step Park, located at 31st and Avenue G. Some of the kids raced towards the eggs in plain sight, while the others looked for the eggs that were hidden. In less than 30 minutes, all the eggs were found. The kids and adults had a great time.










# A Ride for Remembrance

The Fort Pierce Police Department was proud to be a rest stop once again for the annual Florida Tour De Force bicycle ride, a 277 mile, five day ride from Miami to Daytona Beach. The purpose of this annual ride is to raise money for the families of officers who died in the line of duty in the past year.






## Save the Date for the 3rd Annual Unity In Our Community

Over twenty volunteers joined the Mayor of Fort Pierce, the Police Department Command Staff, Administration Staff and officers at the Garden Club for a delicious lunch and appreciation ceremony. Each of the attending volunteers were honored with a certificate of appreciation and a number of gifts.

Collectively, volunteers help the department out in many ways from being ambassadors to clerical assistants at the Police Department or being eyes and ears in our community with the Citizens On Patrol (COP) program. Volunteers are a vital part to the police department's operation and we appreciate each and every one of you.



First Time Homebuyer Seminar

# FIRST TIME HOMEBUYER SEMINAR

The Grants Administration Division held a First Time Homebuyer Seminar on Saturday, April 27th at 903 S 21st Street. The event was scheduled from 10AM until 2PM, although several of the 25 registered residents arrived as early as 8:30 AM ready and prepared to soak in information on buying their first home. As attendees enjoyed a continental breakfast, Mayor Linda Hudson opened the event by welcoming and congratulating residents on taking the important first step to become homeowners. Community partners discussed and provided detailed information regarding the various steps in purchasing a home, starting from the decision to become a homeowner through the inspection process, insurance, and closing process. As the morning proceeded, citizens were treated to an afternoon lunch break where they were able to ask questions and speak personally to each homebuying representative. Several attendees commented on the appreciation of key information received during the event. Purchasing Divison volunteers Gelencia Carter, Latonya Hubbard and Monica Gonzalez, and Cassandra Jackson from Public Works Department, were on hand to assist the Grants Administration Division's first First Time Homebuyer event of 2019.

# WAWA COMING SOON!







The applicant would like to develop a gas station at the front of the K-Mart plaza that will be approximately 5,943 square feet. This would be a welcome addition to the K-Mart Plaza as it could help to usher in a much needed revitalization to that plaza. The development will also make improvements to the landscaping and lighting in the immediate area. The project will be located in front of the old K-Mart in between the PNC Bank and Payless shoe store.




# Oxbow Eco-Center Annual Earth Day Festival

Engineering Department staff participated in the annual Earth Day event held at the Oxbow Center. This community event includes numerous participants whose main purpose is to educate the public on the importance of recycling, elimination of harmful pollutants, and the preservation of our waterways and native habitat.

Staff had a booth under the heading of "Fort Pierce Water Quality" where we informed St. Lucie County citizens of ways that the City of Fort Pierce is actively pursuing to eliminate harmful pollutants from our discharge into the Indian River Lagoon. These pollutants include nutrients such as phosphorous and nitrogen, heavy metals such as lead and zinc, and suspended solids. We distributed flyers with information on Veterans Memorial Park and Indian Hills Recreation Area. Both of these projects treat run-off from hundreds of acres of upland area via a multitude of Best Management Practices such as deep cell detention lakes, bioswales, control structures, floc logs, alum injection, floating vegetated mats, pervious pavers, and aeration fountains.





## Celebration Pointe

LGI Homes has recently been issued a training and stocking permit for their sales center. The training and stocking permit provides temporary permission for management to begin employee training and setting up office furniture and equipment while water services are being obtained prior to the Certificate of Occupancy being issued.

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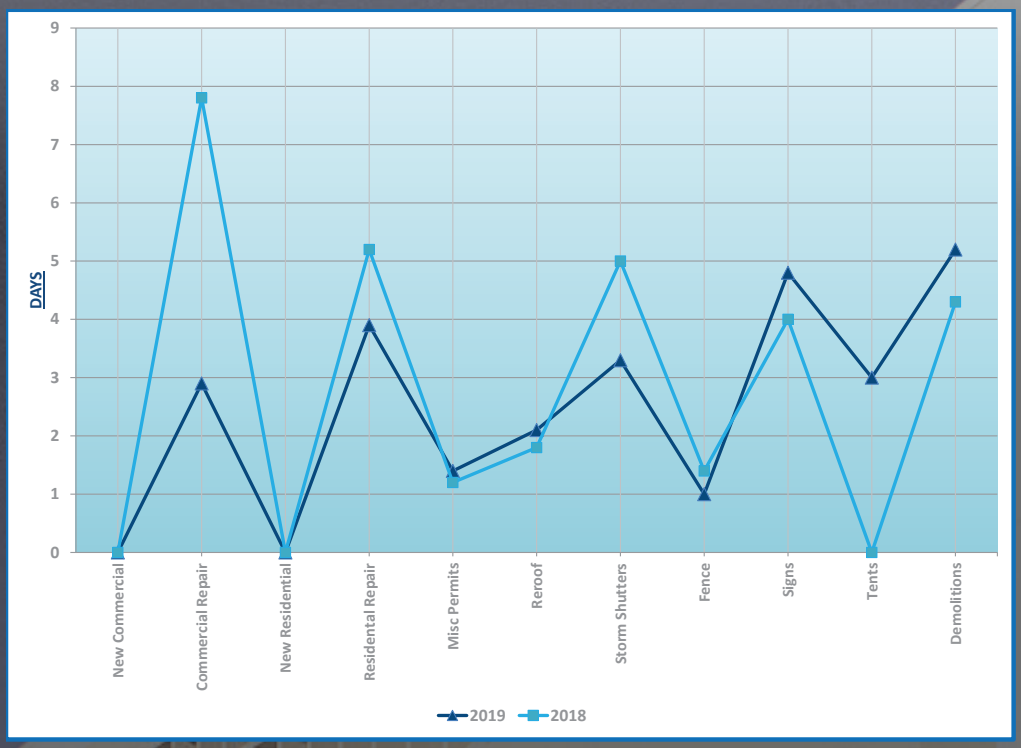
## Dairy Queen

The construction of Dairy Queen, located at the northeast corner of US Hwy 1 and Savannah Road is progressing quickly. The construction, anticipated to be completed by the first week of July, has already had several approved inspections including underground plumbing, and structural inspections necessary for the foundation. Vertical construction will be starting in the immediate future as this structure starts to take shape.

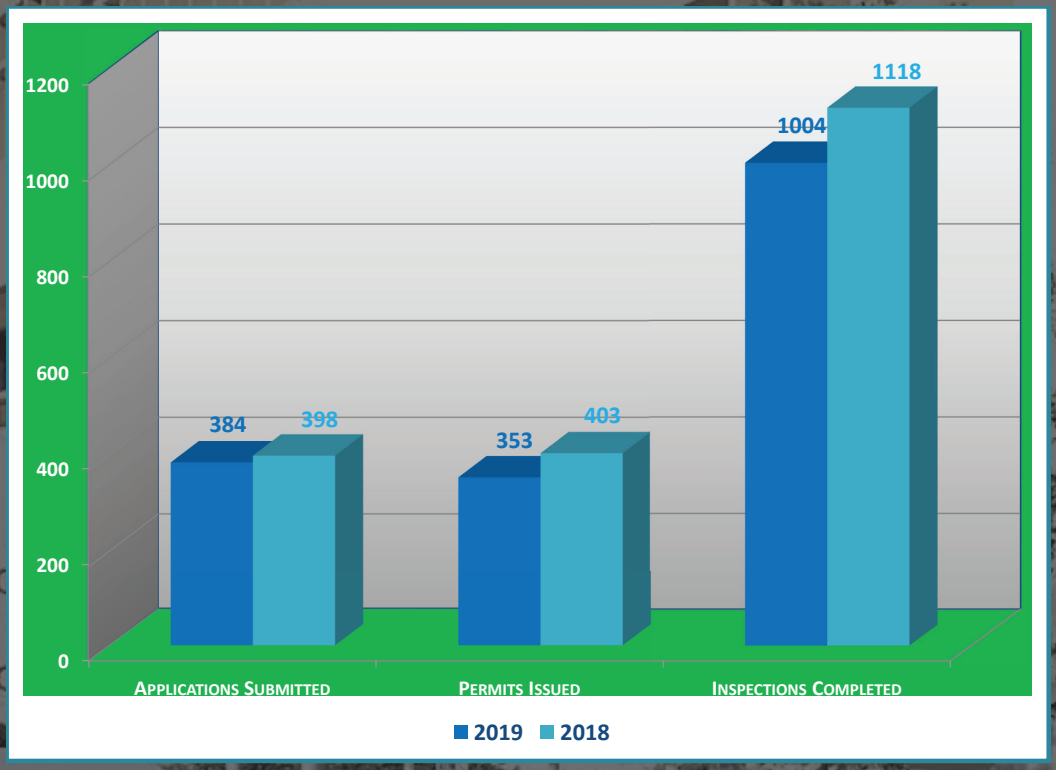
# BUILDING CHARTS FOR MARCH 2019

## PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.




## BUILDING PERMIT ACTIVITY REPORT





CITY OF FORT PIERCE

# 2019-2020

CALENDAR & 2018 ANNUAL REPORT

## CALENDARS ARE HERE!

Pick yours up today at City Hall.



# RIVER WALK CENTER SALES REPORT

| | |
|---|---|
| CLASSES | $ 2,211.96 |
| PARK PERMITS | $ 3,637.50 |
| SPECIAL EVENTS | $ 2,230.00 |
| FACILITY | $ 7,533.68 |
| **TOTAL** | **$ 15,613.11** |



DANIEL VISCONTI, IHGC MANAGER

This year's Indian Hills Open was a huge success with one of our largest fields on record with 76 players in 5 different flights!! Changing the event to a one day tournament allowed some players to play who otherwise wouldn't have been able to. In the event you missed it, the Continental Breakfast and Practice Range opened at 7 am. We began the day handing out the tee gifts of a Footjoy Insulated Mug along with a pair of socks and 2 sleeves of balls prior to our shotgun start at 8:30. Following play, we had an Italian Buffet on the back patio of Baked Ziti, Sausage and Peppers, Garlic Knots and Salad. Prizes were handed out for 30% of each respective flight with the winners also grabbing a $200 Callaway Golf Bag!! We also had several raffle prizes including golf balls, hats, umbrellas and TWO Dinners for four at the Pelican Yacht Club! ALL of this for only $75 per player. This year's respective winners in each flight are as follows:

Men's Championship Flight:
Tim Gavrich, score of 70

Men's White Tee Flight:
Gary Pintek, score of 75

Men's Green Tee Flight:
Frank Isabella, score of 70

Women's Championship Flight:
Mary Duckworth, score of 83

Women's Orange Tee Flight:
Delores Ainsworth, score of 79

With the warmer evening temperatures now upon us, we will begin some spot aeration of our fairways to improve their overall health. The greens this summer will be aerated once with a larger tine to provide for less down time and more focus on the fairways. We will jump back into some bunker work which was started in the Fall to achieve consistent playing conditions. Some of which we have added sand and several others we have removed quite a bit of sand. This is a by hand, manual process and will take several months to address all necessary bunkers so we thank you for your cooperation.

We Thank You all for your support!! We will welcome any suggestions you may offer in an attempt to improve our operation. We ask your cooperation in spreading the word within the community through both social media and word of mouth, our greatest form of advertising.

Please check us out on Facebook for almost daily updates on the facility including Demo Days, Merchandise and Tournaments.

## INDIAN HILLS SALES REPORT

| | 2/2019 | 3/2019 |
|---|---|---|
| GOLF ROUNDS | 3633 | 3307 |
| GOLF FEES | $103,335.14 | $81,433.04 |
| RANGE TOKENS | $4,242.24 | $3,915.64 |
| MEMBERSHIP PASS | $1,041.67 | $594.10 |
| FOOD & BEVERAGES | $7,471.02 | $7,770.29 |
| MERCHANDISE | $6,425.57 | $11,567.24 |
| TOTAL | $122,461.64 | $105,280.31 |



# CITY MARINA FINANCIAL REPORT

| | JANUARY | FEBRUARY | MARCH |
|---|---|---|---|
| Dockage Reservations | 156 | 165 | 202 |
| Monthly Dockage | $141,941.55 | $134,794.41 | $137,579.39 |
| Transient Dockage | $58,493.06 | $49,708.35 | $73,039.27 |
| Electricity | $5,362.46 | $4,711.90 | $6,287.02 |
| Retail | $18,191.12 | $21,795.70 | $32,112.35 |
| Gas Sales | $21,402.78 | $24,054.40 | $37,800.53 |
| Diesel Sales | $82,535.85 | $64,864.30 | $104,562.84 |
| TOTALS | $327,926.82 | $299,929.06 | $391,381.40 |




SHARON ENGLE, Interim Executive Director

*"The Sunrise Theatre is such a great, historic staple in the City of Ft. Pierce, very beautiful. Thanks to the staff & wonderful volunteers for making it a great experience!"*

*"The theatre was very nice, all the staff were exceptional — not a bad seat in the house."*

*"The theatre is comfortable and somewhat glamorous for its location — reminiscent of 1930s and expertly attended to by friendly ushers... top notch even during busiest of rush times."*

These glowing reviews are from real people who have attended shows at the historic Sunrise Theatre in downtown Fort Pierce in recent months. Those patrons each noticed a big part of what makes your experience at Sunrise so unique, what takes it from just another night out to a truly special occasion you'll remember.

The ushers at Sunrise Theatre — all of whom are volunteers — go out of their way to create a superlative experience for every guest, at every show.

The truth is that you might not have ever paid much attention to the ushers. After all, their role is to help you in any way possible so that you can settle in comfortably and focus on enjoying the show — and hopefully not need their services again until the end of the night. But behind the scenes, before and after every performance, Sunrise's team of ushers works tirelessly to make sure you have a good time. The show must go on, and it does thanks to the volunteer ushers and bartenders and Sunrise Theatre staff.

Here's a look at what it's like to be an usher at Sunrise Theatre.

Volunteer ushers assist full-time theatre staff before, during and after every single performance. Sunrise hosts diverse events like national touring Broadway shows, musical and comedy acts, country stars and classic rock icons, and ushers assist at them all, so that you can have a fun, safe and comfortable experience.

Volunteers serve crucial functions such as greeting patrons, ticket taking, guiding audience members to their seats, assisting members with special needs and answering general questions about the theatre. They arrive 90 minutes before a show and stay until the last patron has left, tidying the theatre and ensuring nothing is left behind. From the orchestra pit to the balcony, in the lobbies and the aisles, ushers stand at attention, ready to help however they can.

The community of volunteer ushers at Sunrise commits to assisting twice a month, and they attend an orientation training session. These arts lovers are rewarded with vouchers for free shows, and they get to see the shows they work. Ushers dress to both stand out and blend in, with their white shirts and black bottoms, and they greet each patron with a smile. They are trained on the theatre's history, details about the shows they work and emergency protocol, including evacuations and health issues. In other words, you're in good hands with them. Sunrise has been a part of the community for nearly 100 years, and ushers remain an important part of the Sunrise team. Ushers truly are the unsung heroes of the theatre!

Sunrise Theatre originally opened its doors in August 1923, as the biggest theatre between Miami and Jacksonville. Though the theatre closed 60 years later, it reopened in 2006, having been completely renovated to its original grandeur, upgraded with state-of-the-art sound and lighting systems. Now owned and operated by the City of Fort Pierce, your support helps the Sunrise maintain its splendor as the cultural gem of the Treasure Coast.

Supporting the arts — and volunteering as an usher or in other capacities like bartending — helps this historic venue continue to benefit the economy and quality of life in St. Lucie County. The Sunrise Theatre's overall economic impact creates a solid foundation to ensure a positive, healthy downtown Fort Pierce. The theatre serves more than 85,000 patrons and guests annually through its cultural programs.

Sunrise Theatre is a member-supported, volunteer-assisted organization that relies on the help of the local community. Connect with Sunrise's over 500 members and more than 200 volunteers and feel like you're truly a part of something special.



# SUNRISE THEATRE FINANCIAL REPORT

| Date | Show | Ticket Sales | Concessions | Other | Total Revenue |
|---|---|---|---|---|---|
| 3/1/2019 | Benise - Fuegol | $17,583.00 | $1,395.00 | $1,005.79 | $19,983.79 |
| 3/2/2019 | The Choir of Man | $14,282.05 | $636.00 | | $14,918.05 |
| 3/3/2019 | Paul Anka | $118,038.00 | $1,170.00 | $79.00 | $119,287.00 |
| 3/6/2019 | Beach Boys | $103,311.00 | $2,672.00 | $1,166.81 | $107,149.81 |
| 3/8/2019 | Legally Blonde / the Musical | $41,525.70 | $1,425.00 | | $42,950.70 |
| 3/15/2019 | Lonestar | $35,236.00 | $2,716.00 | $179.62 | $38,131.62 |
| 3/16/2019 | The Rascals | $40,375.00 | $1,547.00 | $128.04 | $42,050.04 |
| 3/22/2019 | Clint Black | $63,020.00 | $5,955.00 | $440.00 | $69,415.00 |
| 3/27/2019 | Tony Bennett | $139,114.00 | $1,997.00 | | $141,111.00 |
| 3/29/2019 | Austrailian Bee Gees | $37,136.45 | $1,933.20 | | $39,069.65 |
| | | | | | |
| | RENTALS | | | | |
| 3/9/2019 | SE Florida Honor Flight | $22,308.00 | $1,164.00 | $4,310.00 | $27,782.00 |
| 3/15/2019 | BB - Comic Relief | $2,186.00 | $443.00 | $975.00 | $3,604.00 |
| 3/22/2019 | BB - CeCe Teneal | $4,095.50 | $1,090.00 | $200.00 | $5,385.50 |
| 3/30/2019 | Docs Roc | $6,450.00 | $2,076.00 | $3,435.00 | $11,961.00 |
| 3/31/2019 | FDO Recording | | | $300.00 | $300.00 |
| 3/1 ~31/18 | Jazz Jam - BB | $1,915.00 | $904.00 | | $2,819.00 |
| 3/1 ~31/18 | Comedy Corner - BB | $6,265.00 | $2,520.00 | | $8,785.00 |
| | | $652,840.70 | $29,643.20 | $12,219.26 | $694,703.16 |






# WELCOMING NEW BUSINESSES!

A & K CLEANING SERVICES
A TOUCH OF SPARKLE
ACCURATE WINDOW TREATMENTS, LL
ALLEN, SAMUEL
ARISTA AIR, INC.
AVALON 601
B&K TRAFFIC SCHOOL MULTI SERVI
CHICK-CUISINE, LLC
CLEANING BY ADRIANA LLC
COLDWELL BANKER PARADISE
EMBRACE MEDIA, LLC
ESTRADA, ARLEN
FAM AUTO TRUCK & TIRE SERVICE,
FINEST SHINE CLEANING SERVICES
GIBBONS, GARY C.
GRATEFUL PAWS DOG WALKING, LLC
HERNANDEZ CLEANING SERVICES IN
JUNIORS SIDE JOBS
LISS PRESSURE WASHING
NOVA ORTHO AND SPINE, PLLC
P & F PERFORMANCE, LLC

PAM'S FOOD HUT (RESTAURANT)
PIKE GENERAL CONSTRUCTION INC
PRE-CAST SPECIALTIES LLC
PRICE, CAROLYN
PRIME HOUSE STEAKS AND SEAFOOD
REGENERATIVE MEDICAL GROUP FLO
ROCKET FOOD MART

SALTY'S WATERSPORTS LLC
SE MERMAID VACATION PROPERTIES
SIMILIEN HANDYMAN LLC
SUNSHINE AUTO DETAILING, LLC
SYNOVUS BANK
TINOS WINDOOR LLC
ULTRA KITCHENS LLC
VALVOLINE INSTANT OIL CHANGE
VIRGINIA AVENUE CAFE D/B/A LEN
WENDY'S #4819
WYCOKI, MICHAEL
YF ARCADE





# UPCOMING COMMUNITY EVENTS

| EVENT | DATE | TIME | LOCATION |
|---|---|---|---|
| FORT PIERCE FARMER'S MARKET | EVERY SATURDAY | 8:00 AM - 1:00 PM | MARINA SQUARE |
| GREEN MARKET | EVERY WEDNESDAY | 12:00 PM - 6:30 PM | MARINA SQUARE |
| AVENUE D MARKET | EVERY FRIDAY AND SATURDAY | 8:00 AM - 10:30 PM | AVENUE D PLAZA |
| FRIDAY FEST | 5/3 | 5:30 PM - 9:00 PM | MARINA SQUARE |
| COFFEE WITH THE MAYOR | 5/17 | 8:00 AM - 9:00 AM | FORT PIERCE YACHT CLUB |
| USCG OPEN HOUSE | 5/18 | TBA | USCG STATION |
| PUBLIC WORKS OPEN HOUSE | 5/23 | 5:00 PM - 8:00 PM | FORT PIERCE RECREATION CENTER |
| MOVIES IN THE FORT | 5/24 | 6:30 PM - 8:30 PM | FORT PIERCE RECREATION CENTER |




**Mission Statement**

*To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work.*

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