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

CITY COMMISSION AGENDA

Regular Meeting - Monday, May 20, 2019 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Senior Pastor, Vernon J. Shazier, River of Life Fellowship

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of the Meeting Minutes of the May 6, 2019 Regular Meeting.

6. **PROCLAMATIONS**

   a. National Safe Boating Week

   b. Emergency Medical Services Week

7. **LETTERS TO COMMISSION**

   a. Letter received from Charles Hayek of Hayek Construction commending Kim West for her great service, responsiveness and ability to resolve issues.

   b. Letter from Cindy Bridges in recognition of Jennifer Robinson, Executive Assistant to the City Manager, for her hard work that supports the community.

   c. Letter from Cindy Bridges expressing her appreciation of Rebeca Guerra, Interim Planning Director's outstanding assistance.

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. Update on Bed & Breakfast Land Use

b. Parks Advisory Committee Request For Call For Submission

11. **CONSENT AGENDA**

a. Approve the permit for Unintentional Encroachment between the City of Fort Pierce and Tri-County Animal Hospital, LLC to cure an encroachment issue.

b. Request award of the South 7th Street Roadway Improvements construction contract to the low bidder, PRP Construction Group, LLC, Indiantown, FL, in an amount not to exceed $809,686.41.

c. Approval to submit and accept grant application to Florida Division of Cultural Affairs for Sunrise Theatre for General Operating Support Grant in the amount of $150,000 for FY 2021.

12. **PUBLIC HEARINGS**

a. 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. SECOND READING

b. 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. SECOND READING

13. **CITY COMMISSION**

a. Application for Consideration for Appointment to the Board of Examiners of Contractors

b. Resolution 19-R20 Appointing members 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**

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: 05/20/2019

Re: Mtg Mins_Reg Mtg_05.06.2019

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Meeting Minutes of the May 6, 2019 Regular Meeting.

Attachments

Mtg Mins_05.06.2019

Form Review

Form Started By: Noemi Rios Started On: 05/15/2019 01:11 PM

Final Approval Date: 05/15/2019

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, **MAY 6, 2019**.

1. CALL TO ORDER

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

2. OPENING PRAYER - Pastor Craig Bridgers, The Crossing Community Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve item 5 a.

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

Passed

6. **PROCLAMATIONS**

Mayor Hudson issued the 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**

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

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**

Keith Hoylman spoke on item 11a.
Marshall Copley spoke on items 11 h and 11 i.

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

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

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

Passed

10. MISCELLANEOUS REPORTS

a. Second Quarter Financial Report

Johnna Morris, Finance Director, presented the City Commission a quarterly report on the financial status of City funds. 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. All funds, with the exception of the Golf Course and Sunrise Theatre, have a positive net operating fund for this quarter. The Golf Course and Sunrise Theatre still have a balance that they are carrying forward from prior fiscal years. However, as of this year they are doing much better.

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, 2019 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.

Commissioner Alexander pulled item 11 h and 11 i for discussion.
Commissioner Perona pulled item 11 c for discussion.
Commissioner Johnson pulled item 11 a for discussion.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve items 11 b, 11 d, 11 e, 11 f, 11 g, 11 j, and 11 k.

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

Passed

As to item 11 a, Commissioner Johnson indicated this was a state and federal contract with U.S. Communities and the procurement procedures are different. State and federal contracts and municipal and county contracts, have the ability to piggyback if that agency allows us to do so. Chief of Police, Diane Hobley-Burney, indicated that is what this contract allowed them to do for their specific needs, which included specific hardware and software. Johnna Morris, Finance Director, added this was a true piggyback off an existing purchasing contract, which should have the parameters in place. The Purchasing Manager was not present to verify; Ms. Morris indicated she would verify with her. This is a publicly bid contract, which means that everyone was able to compete on an equal basis.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve item 11 a.

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

Passed

As to item 11 c, Commissioner Perona wanted to know if there was a business plan in place as he feels this puts us in a completely different market, but it does have a large price tag. Dean Kubitschek, Marina Manager, indicated for years they've needed to replace fuel lines due to the type of material they were were made of and a known history in the industry of failure. A support building will allow staff and security to have a place to work from, restrooms will be close for customers to utilize and these are all things that would not be feasible to do after Crabby's Dockside Restaurant is built. Mr. Kubitschek feels this will allow the Marina to thrive long term and the timing is perfect because there would be no disruption of the upcoming restaurant. Also, it would minimize costs in the future.

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

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

Passed

As to item 11 h and 11 i, Commissioner Alexander wanted Peggy Arraiz, Code Enforcement Manager, to confirm these liens were reduced. Ms. Arraiz confirmed this was correct.

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

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 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

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; no one had.

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

Peggy Arraiz, Code Enforcement Manager, provided a history of the non-historic structure saying it 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. 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.

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

Caleta Scott, Grants Administrator, indicated there is a little funding through the SHIP program but most of the funding has been previously allocated for SHIP rehabilitations.

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

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

Passed

b. 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.

Mayor Hudson indicated the Quasi-Judicial proceedings were in order. No one requested they be read again.

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; no one had.

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

Maria Lewica, Historic Officer, indicated this is an application for Conditional Use with No

New Construction. The building is located in Zoning District C-1: Office Commercial. The Future Land Use is OP: Offices Professional & Business Services. The Technical Review Committee reviewed the request. The Planning Board voted unanimously to recommend approval. The requested Conditional Use with No New Construction is consistent with the City Code and the Comprehensive Plan and does not adversely affect the public healthy, safety, convenience and general welfare, thus Staff recommends approval of the Conditional Use as proposed with no conditions.

Mayor Hudson opened the Public Hearing.

Mike Menard with Architectonic confirmed he was sworn in. He indicated, since the City's Use Table has been amended this would allow for a Conditional Use in Zoning District C-1. Rebeca Guerra, Interim Planning Director, indicated that was correct.

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

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

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

Passed

c. Quasi-Judicial Hearing - 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.

Mayor Hudson indicated the Quasi-Judicial proceedings were in order. No one requested they be read again.

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; no one had.

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

Vennis Gilmore, Planning Analyst, indicated this was a Conditional Use for a Short-Term Rental with a minimum of 31 days and up to six months. 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. The Technical Review Committee, as well as the Planning Board both recommended approval. 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.

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

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

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

Passed

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.

Mayor Hudson indicated the Quasi-Judicial proceedings were in order. No one requested they be read again.

Mayor Hudson called the proceeding to order.

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

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

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

Brandon Creagan, Planning Analyst, indicated 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 which was originally built for storage and 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 and a 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. All affected departments have reviewed the proposed Conditional Use with New Construction with regards to the requirements of the City Code. Findings from the review by corresponding departments and any associated responses by the applicant were provided for viewing by the Planning Board. The Planning Department voted unanimously to recommend approval. 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 booklet 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).

Mayor Hudson opened the Public Hearing.

Frank Fee, the applicant’s attorney, confirmed being sworn-in. Mr. Fee said this was a long time coming and he hopes they will get to where they need to be tonight.

David Cleveland, the applicant's representative, confirmed he was sworn-in. Mr. Cleveland indicated the new construction would be minor. He said while there is no in-house management, the person who would handle concerns lives within St. Lucie County.

Candace Brown was sworn-in. She wanted to know if the parking was on or off site.

Ronald Lyman confirmed he was sworn-in. He was in opposition.

Rick Reed confirmed he was sworn-in. He spoke in support.

David Cleveland returned and indicated the 10 parking spaces are on site.

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

The Commission spoke at length about their worry of not having an on-site manager to make sure there are no issues, especially issues that would affect neighbors.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve item 12 d with staff conditions with the exception of #3 requiring an on-site manager.

After discussion, Sessions modified his motion to approve the item with staff conditions as presented.

Commissioner Alexander withdrew his second.

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

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

NAY: Commissioner Rufus Alexander, Commissioner Reginald Sessions

Passed

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.

Mayor Hudson indicated the Quasi-Judicial proceedings were in order. No one requested they be read again.

Mayor Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; Commissioner Sessions indicated he had.

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

Vennis Gilmore, Planning Analyst, indicated the Truth Restaurant is seeking to sell beer and wine for consumption on-premises. 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. Staff indicated the requested Waiver of Distance is not consistent with the Comprehensive Plan, and does adversely affect the public health, safety, convenience and general welfare. The Technical Review Committee recommended denial. The Planning Board recommended approval. Staff is recommending that the City Commission deny the requested Waiver of Distance for a 2COP Alcoholic Beverage License for the proposed establishment.

Peggy Arraiz, Code Enforcement Manager, explained the City is not trying to shut down the

business, but due to the extensive history of complaints with this business, they are recommending denial of the alcohol license.

Officer Spotts was sworn-in. He spoke of all the incidents the Fort Pierce Police Department has encountered with this business and indicated they, like the Code Enforcement Department, are recommending denial.

Mayor Hudson opened the Public Hearing.

Vincent Barnett, the applicant, confirmed he was sworn in. Mr. Barnett said it was untrue what was said regarding his establishment.

Reverend John Quarterman confirmed he was sworn in. He was in opposition.

Rubin Mitchell confirmed he was sworn in. He was in opposition.

Betty Bradwell confirmed she was sworn in. She was in opposition.

Rick Reed confirmed he was sworn in. He spoke in support.

Leon Hall confirmed he was sworn in. He spoke in support.

Candace Brown confirmed she was sworn in. She was in support.

Vincent Barnett returned to state his case for the City Commission.

Officer Spotts returned to the podium at the request of Commissioner Sessions. The Commissioner asked about a particular incident that occurred on or around the premises of the business in question. Officer Spotts indicated he was not on that particular case and could not comment.

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

The City Commission spoke extensively about the issues that have happened around this business and what, if any, would be the repercussions if they were to approve a liquor license. They questioned whether the incidents were caused because of alcohol or because of a deeper issue.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve item 12 e with the condition of adding a six foot wooden fence separating the business from all living quarters surrounding the business.

AYE: Commissioner Rufus Alexander, Commissioner Thomas Perona, Commissioner Reginald Sessions

NAY: Mayor Linda Hudson, Commissioner Jeremiah Johnson

Passed

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

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 22-138 “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.

Rebeca Guerra, Interim Planning Director, and the 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. The Planning Board voted unanimously to recommend approval. Staff recommends approval.

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 Reginald Sessions to approve item 12 f.

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

Passed

g. Legislative Hearing - Ordinance 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

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 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.

Rebeca Guerra, Interim Planning Director, indicated 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. The Planning Board and Staff recommend approval.

Mayor Hudson opened the Public Hearing.

Terissa Aronson, on behalf of the St. Lucie County Chamber of Commerce and as Chair of the Development Review Task Force, supports these recommendations.

Brad Currie with Engineering Design & Construction and Board Chairman of the St. Lucie County Chamber of Commerce, is also in support of these recommendations.

Michael McCleod is in favor of the plan in which the citizens are still involved in the process of developing the city.

Seeing no one, the Mayor closed the Public Hearing.

Commissioner Johnson and Mayor Hudson stated that, while they're yet not ready to increase these thresholds, they wanted to acknowledge and express their appreciation for all the hard work that went into this. This will allow them, as a Commission, to review this again in the future.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve the Zoning Text Amendment to Article IV – Supplementary Regulations, Section 22-58 Major & Minor Site Plan Applications, and keeping thresholds as they are.

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

Passed

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.

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, 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.

Jack Andrews, City Engineer, indicated this would allow the city to accept funds from FDOT for the construction of the path at Indian Hills. The City would be administering the contract, but this will be funded by FDOT.

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

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

Passed

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

Linda Cox, City Clerk, indicated this would come back to the City Commission at the next meeting. The level of interest in this board has increased and we are getting more and more applications coming in to serve.

14. COMMENTS FROM THE PUBLIC

Hazel Hoylman
Pinkie Hendley
Diana Voss

15. COMMENTS FROM THE CITY MANAGER

a. City Manager's Report and Purchase Order Report

Nicholas Mimms, City Manager, will be following up with the Engineering and Public Works Department to make sure that Moore's Creek is cleaned up. The City had the Lincoln Park Pop-Up Community Meeting on April 30th where there was a lot of support from staff and our community. During the Conference Agenda on Monday, May 13th they will be discussing several things, including but not limited to, police strategies and funding. On May 23rd, Mr. Mimms, along with Sharon Engle, the Interim Sunrise Theatre Director and a representative from Professional Facilities Management (PFM), will meet with each member of the City Commission to present PFM's assessment regarding the Sunrise Theatre. The City Manager's report had nothing but good news.

16. COMMENTS FROM THE COMMISSION

Commissioner Perona has had several inquiries about the tethered animal found dead in our community. Peggy Arraiz, Code Enforcement Manager, gave a brief overview of how the case was investigated.

Commissioner Sessions indicated in West Palm Beach they had Amnesty Day in preparation of Hurricane Season. He believes the City of Fort Pierce should do something similar. He shares Diana Voss' vision of people canoeing down Moore's Creek.

Commissioner Alexander attended the Lincoln Park Class Reunion and he requested a proclamation for the oldest Lincoln Park Graduate.

Commissioner Johnson requested a report from staff regarding a possible permit for the silk fence at the right-of-way of Indian River Drive.

Mayor Hudson indicated the Legislature adjourned. She would like to extend the courtesy for State Representative Hogan-Johnson to provide an update to the City Commission about the legislative session.

17. ADJOURNMENT

The meeting adjourned at 10:34 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 05/20/2019

Re: National Safe Boating Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

National Safe Boating Week

Attachments

National Safe Boating Week

Form Review

Form Started By: Miriam Garcia Started On: 05/09/2019 11:13 AM

Final Approval Date: 05/09/2019

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; approximately three-fourths of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets. That is why May 17th, 2019 is "Wear You Lifejacket to Work Day"; and

WHEREAS, the United States Coast Guard is promoting the use of appropriate safety measures to save lives and reduce the number of injuries caused by boating accidents while highlighting the importance of wearing life jackets which have become more comfortable, attractive, stylish and wearable than in the past.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby support the goals of the Safe Boating Campaign and proclaim the week of May 18 – 24, 2019, as:

"National Safe Boating Week"

and urge all those who always boat to practice safe boating habits, wear a life jacket, attend safe boating classes and be safe at all times while out on the waters.

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 20th day of May, 2019.

_____

MAYOR/COMMISSIONER

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

Meeting Date: 05/20/2019

Re: Emergency Medical Services Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Emergency Medical Services Week

Attachments

Emergency Medical Services Week

Form Review

Form Started By: Miriam Garcia Started On: 05/09/2019 12:05 PM

Final Approval Date: 05/09/2019

WHEREAS, emergency medical professionals provide medical care to victims of sudden, life-threatening injuries and illnesses, often under stressful conditions and in high-risk situations, in order to save lives; and

WHEREAS, Florida's residents and visitors benefit daily from the knowledge, skill and judgment of paramedics, emergency medical technicians, firefighters, educators, administrators, emergency physicians, emergency nurses and others who encompass the emergency medical services system; and

WHEREAS, emergency medical personnel must rapidly assess, manage and effectively provide care in unpredictable situations requiring life and death judgments; and

WHEREAS, Florida's EMS teams unselfishly serve on the front line of health care when responding to man-made and natural disasters; at the local, state and national levels; and

WHEREAS, it is critical that the general public be made aware of, understand, support and effectively use its local emergency medical services systems; and

WHEREAS, this year's theme is: "Beyond the Call" and

WHEREAS, recognition is due for the emergency medical system for its accomplishments and contributions to improve public welfare through health care, medical transportation, injury prevention, education, disaster response, homeland security and other initiatives that reduce health care costs and save lives.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of May 19-25, 2019, as

Emergency Medical Services Week

and encourage the community to observe this week with appropriate programs, ceremonies and activities.

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 20th day of May, 2019.

MAYOR/COMMISSIONER

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

Meeting Date: 05/20/2019

Re: Kim West

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Letter received from Charles Hayek of Hayek Construction commending Kim West for her great service, responsiveness and ability to resolve issues.

Attachments

Letter for Hayek

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/13/2019 02:20 PM

Form Started By: Linda Cox Started On: 04/29/2019 03:46 PM

Final Approval Date: 05/13/2019

Hayek Construction

"Quality Above All Else"

RECEIVED
APR 23 2019
CITY CLERK

License #CGC 007292
1111 Fernandina Street
Fort Pierce, FL 34949
Phone (772) 828-1080
Fax (772) 461-1788

April 17, 2019

Ms. Linda Cox
City Clerk
PO Box 1480
Fort Pierce, FL 34954

Dear Linda;

This letter is to personally acknowledge the great service of Kim West, who works in the building department.

Kim is always responsive to resolve issues that arise in the permit process. She is an asset to our city and building department.

Sincerely,

Charles C. Hayek
President, Hayek Construction

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

Meeting Date: 05/20/2019

Re: Letter from Cindy Bridges re: Jennifer Robinson

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Cindy Bridges in recognition of Jennifer Robinson, Executive Assistant to the City Manager, for her hard work that supports the community.

Attachments

Letter from Cindy Bridges re: Jennifer Robinson

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2019 09:19 AM
City Manager	Nick Mimms	05/15/2019 09:19 AM

Form Started By: Jennifer Robinson Started On: 05/14/2019 02:20 PM

Final Approval Date: 05/15/2019

Dear Mr. Mimms

I find it very important to give positive feedback as much I can, because without someone speaking up, you may never know. The city of Fort Pierce operates in such a positive way it blows my mind. For the better part of two years I have spent countless hours at City Hall and around city employees. Each employee stands out and is just so proud to be a part of a team working for their community. However, I want to take a minute and highlight one very special individual. Jennifer Robinson, Executive Assistant to the City Manager. I am sure it is no surprise how wonderful she is. Nevertheless, the amount of time, patience, energy, and compassion she has shown my entire team is unbelievable. Jennifer always goes above, and upon to help and has the answers to any question, or will point you in the right direction of someone who does. Her interaction with us has been nothing but top of the line. Jennifer is so supportive, and motiving for anything positive in our community. This is a direct example of having a GREAT City Manager who leads his team. It makes me extremely proud to own a business in the beautiful city of Fort Pierce when I know first hand there are such hard working individuals that support their community. Thank you to all the city employees who work so extremely hard, with efforts to make our community what it is.

Genuinely,

Cindy Bridges
President, Director, Child & Family Initiatives
Corporate Office: 101 South 2nd Street
Fort Pierce, Fl 34950
Mailing: 1717 Orange Ave #4225
Fort Pierce, Fl 34948
Phone: (772) 342-8651
Email: Cindy@TheLindsayschoolofthearts.com

City Commission Regular Meeting **7.c.**

Meeting Date: 05/20/2019

Re: Letter from Cindy Bridges re: Rebeca Guerra

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Cindy Bridges expressing her appreciation of Rebeca Guerra, Interim Planning Director's outstanding assistance.

Attachments

Letter from Cindy Bridges re: Rebeca Guerra

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2019 09:19 AM
City Manager	Nick Mimms	05/15/2019 09:19 AM

Form Started By: Jennifer Robinson Started On: 05/14/2019 02:16 PM

Final Approval Date: 05/15/2019

Dear Mr. Mimms

Rebeca Guerra, Interim Planning Director for the City of Fort Pierce, is a rock star employee. The City is blessed to have her. She is so energetic and passionate it literally spills out of her. Her intimacy and authenticity makes you feel like you are the only person in the room. Our experiences with Ms. Guerra have been nothing short of spectacular. She has been so enthusiastic to help us, and the entire community any way she could. The moment we starting working with Rebeca she did everything she possibly could, to help, guide, teach, and lead us in the right direction in most proper of ways. We cannot say how much we appreciate individuals who treat you with such kindness. Rebeca is very good at the job she holds at the City of Fort Pierce, FL, and I could not imagine anyone better. We are grateful for the opportunity to know her. Thank you Ms. Guerra!

Genuinely,

Cindy Bridges
President, Director, Child & Family Initiatives
Corporate Office: 101 South 2nd Street
Fort Pierce, FL 34950
Mailing: 1717 Orange Ave #4225
Fort Pierce, FL 34948
Phone: (772) 342-8651
Email: Cindy@TheLindsayschoolofthearts.com

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

Meeting Date: 05/20/2019

Re: Bed & Breakfast Land Use

Submitted For: Rebeca Guerra, Interim Planning Director, Planning & Zoning

SUBJECT:

Update on Bed & Breakfast Land Use

Attachments

Memo
Exhibit A (City Code)
Exhibit B (State Requirements)
Exhibit C (Other Cities/Counties)
Exhibit D (Conditions of Approval)

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/08/2019 08:11 AM

Form Started By: Rebeca Guerra
Started On: 05/07/2019 05:01 PM
Final Approval Date: 05/13/2019

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: Bed & Breakfast Use

DATE: May 7, 2019

This memo serves to provide information regarding the land use of "Bed & Breakfast." To this end, Staff has provided excerpts from Chapter 22 of the City's Code of Ordinances which delineate how bed & breakfasts are regulated within the City. In short, because Chapter 22 does not provide a stand-alone definition for "Bed & Breakfast," staff follows the description of the use as found in Section 22-16 where it is identified in reference to the City's overlay zoning districts and how they are regulated therein (see Exhibit A). Additionally, Staff utilizes the Use Table, as depicted in Section 22-22, to determine which zoning districts the use is permitted in outright or with a Conditional Use, or prohibited altogether (see Exhibit A).

Exhibit B is a copy from the State of Florida's Department of Business & Professional Regulation's website which details the aspects of Florida law that requires owners of new public lodging establishments and new owners of existing establishments to obtain a license from the division before operating and how they may do so.

Following direction from the City Commission, Staff has also researched several neighboring cities and counties to determine how bed & breakfast uses are regulated (see Exhibit C). Six examples have been provided: three which delineate the uses in an expanded manner with minimum requirements that must be met, regardless of their zoning designations, and three, much like the City of Fort Pierce, that have standards for their regulation mixed in with other sections of their Code (i.e. parking, Use Table, buffering, overlay districts, etc.).

Finally, Exhibit D lists standard Conditions of Approval that have been placed on recent Conditional Use cases for bed & breakfast uses within the City of Fort Pierce.

EXHIBIT "A"

4. Overnight accommodations and bed and breakfast.

a. Overnight accommodations, bed and breakfast: Overnight accommodations, serving breakfast, and located in an owner-occupied residential structure, offering up to eight (8) guest rooms.

b. Overnight accommodations, boutique hotel: Overnight accommodations which include an amenity such as a restaurant or spa, offering up to eighteen (18) rooms and located within a structure of residential building typology.

c. Overnight accommodations, vacation rental: A detached dwelling or apartment within a building of residential building typology which is rented out for the purposes of providing accommodations for less than six (6) months to tourists.

d. Use standards.

1. A separate entrance shall be provided for each unit to the exterior or to an interior, secure common area.

2. A business license shall be required for each vacation rental unit.

3. Such units shall be managed by either

1) A Florida-licensed property management agent or

2) The owner-occupant residing in another unit, and shall collect and pay all applicable taxes.

4. Current contact information for the management agency or owner-occupant shall be displayed in an accessible location outside the vacation rental.

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3	C4	C5	C6	CP	I1	I2	I3	OS1	OS2	A1	A2
-Bed and Breakfast	-	-	-	-	-	-	C	C	C	C	P	P	P	P	-	-	-	-	-	-	-	-	-
-Dwelling Rental	-	C	C	C	C	C	C	C	C	-	-	-	P	P	-	-	-	-	-	-	-	-	-
-Hotel/Motel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	C	-	-	-	-	-	-	-
-Recreational Vehicle Park	-	-	-	-	-	-	-	-	-	-	-	C	-	C	-	-	-	-	-	-	-	-	-
-Resort Hotel	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-

Search for a Licensee
Apply for a License
View Application Status
Find Exam Information
File a Complaint
AB&T Delinquent
Invoice & Activity
List Search

EXHIBIT "B"

APPLY FOR A NEW BED AND BREAKFAST INN LICENSE

Florida law requires owners of new public lodging establishments and new owners of existing establishments to obtain a license from the division before operating. The application process described below is for NEW BED AND BREAKFAST INN LICENSES ONLY.

Application Requirements:

- **ELIGIBILITY:** If your operation does not meet the following definition, please return to the previous page to select the correct one.

  Bed and Breakfast Inn - A bed and breakfast inn is 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. [Section 509.242, Florida Statutes]

- **APPLICATION:** Obtain and complete the **Public Lodging License Application Packet** in Microsoft Word or Fill-in PDF (also referenced at the bottom of this page). The application packet includes instructions for making application and the following forms:
  - **DBPR HR-7027 Application for Public Lodging Establishment License** - Word / Fill-in PDF
  - **DBPR HR-7020 Certificate of Balcony Inspection** - Word / Fill-in PDF

- **LICENSE FEES:** Annual license fees are listed on our lodging fee webpage and are based in part on the county your establishment is located and when you wish to open. The division divides the state into 7 licensing districts according to county. Licenses expire each year at the following times:
  - District 1 - October 1
  - District 2 - December 1
  - District 3 - February 1
  - District 4 - April 1
  - District 5 - June 1
  - District 6 - June 1
  - District 7 - December 1

- If you wish to begin operation within six months or less of your expiration date, you are required to pay only a half-year fee.

  The division mails renewal reminder notices about 60 days prior to expiration. Therefore, if you are applying within this period, we allow you to purchase a license that will authorize you to operate for up to 14 months for 1.5 times the license fee. (Unfortunately, this option is NOT currently available for online applications). If you apply online within 60 days, or do not opt for the 14-month license, you need to be mindful when your license expires so you can renew before expiration, since the division may not send a reminder.

  If you are applying more than six months prior to the expiration date, the full-year fee must be paid.

  All new and change of ownership applications must include a $50 application fee. This fee is in addition to the annual license fee.

- To assist you in determining the correct fee, the division has provided a license fee calculator.

  The appropriate license fee must be paid to the division before a license will be issued. Please make checks payable to the Division of Hotels and Restaurants. For assistance in determining the correct license fee, please contact the department at 850.487.1395.

- **OPENING INSPECTION:** All new licensees are required to pass a sanitation and safety inspection prior to opening. After submitting your license application and fees, contact the department at 850.487.1395 to schedule an opening inspection.

- **MORE INFO:** For additional information about our licensing process and other government requirements, please review our website. Use the Back button or arrow to return to this screen.

EXHIBIT "C"

7.10.20. - Bed and Breakfast Residences.

A. *Generally.* In the RE-1, RE-2, and HIRD Zoning Districts a Bed and Breakfast Residence is permitted as a Conditional Use subject to Section 11.07.00 and the requirements of this Section. A Bed and Breakfast Residence is also permitted by right or as a conditional use on certain lot types as identified in the PTV and PRW zoning districts. A Bed and Breakfast Residence may also be approved as a Conditional Use in any other zoning district if the structure is listed on the National Register of Historic Places or is a contributing structure, as defined in the Code of Federal Regulations. Unless exempt, Historical structures are subject to the provisions of this Section.

B. *Minimum Standards.*

1. The following requirements shall apply to all Bed and Breakfast Residences:

   a. The Bed and Breakfast Residence must be secondary to the use of the premises for dwelling. All operators of a Bed and Breakfast Residence must own and occupy the building where said use will occur as their principal residence. Separate structures, accessory building and garages are not permitted to be used as living units or sleeping rooms.

   b. Only a singular sign, for the purposes of identification, no advertisement shall be permitted. Identification sign shall not exceed four (4) square feet in area and shall not be illuminated.

   c. The maximum number of guest rooms made available for rent shall be five (5).

   d. One (1) off-street parking space shall be provided per guest room. All off street parking shall meet the minimum design criteria of Section 7.06.00.

   e. No food preparation or cooking shall be conducted within any bedroom nor other individual rented rooms. Meals shall only be provided to overnight guests, unless the conditional use approval specifies provisions for food service to the general public.

   f. The exterior appearance of the structure shall not be altered from its single-family character.

   g. Guests are limited to a length of stay no longer than thirty (30) consecutive days.

C. *Restrictions.* Unless it is designated a Hotel or Motel, and then only if it is located in accordance with the provisions of the CG, or HIRD, PTV, or PRW zoning districts, no structure shall be constructed for the sole purpose of being used as a Bed and Breakfast Residence; and no existing structure shall be enlarged or expanded for the purpose of providing additional rooms for guest occupancy.

MARTIN COUNTY, FLORIDA

Bed and breakfast inn. An establishment operated by an owner or manager living on the premises which offers transient lodging accommodations to the general public. This definition specifically excludes halfway houses and nonsecure residential drug and alcohol treatment and rehabilitation facilities.

Sec. 3.58. - Bed and breakfast inn.

3.58.A. When located in an AG or AR district, the inn shall be associated with an agricultural use, such as a commercial stable, and shall offer no more than six guest rooms.

3.58.B. When located in a RE, RS or any Category "B" district not more than two guest rooms may be rented unless the inn is located on a lot that is at least one acre in size. If the lot is at least one acre, then the maximum number of guest rooms which may be rented shall be six.

3.58.C. When located in a district allowing multiple-family use, not more than ten guest rooms may be rented.

3.58.D. The owner or manager of the residence must live in and manage the bed and breakfast inn.

3.58.E. The outside appearance of the inn shall be consistent with its use as a residence.

3.58.F. Individual guest rooms shall not contain any cooking facilities other than small convenience appliances such as a coffee maker.

3.58.G. Meals shall be served only to guests taking lodging in the inn.

3.58.H. Only daily rates shall be offered, a current guest register shall be maintained, and the length of stay for any guest shall not exceed 14 consecutive days.

3.58.I. Unless located within an area where on-street parking is allowed, there must be one off-street parking space provided for each guest room plus two spaces for the primary residential unit. Parking areas must be located to the side or rear of the inn and screened by opaque fence or plantings at a minimum height of five feet when parking is within 25 feet of residential property.

3.58.J. If located in an area where on-street parking is allowed, the number and location of parking spaces for inn guests and the permanent residents shall be specified in the development order.

3.58.K. Signs shall comply with the following criteria:

1. In the AG and AR districts one free-standing or fence mounted roadside sign shall be allowed on the property subject to compliance with the following:

    a. The sign shall not exceed six square feet;

    b. The sign shall not be positioned with its top higher than six feet above street level;

    c. Positioning of the sign shall not block the view of any street intersection or driveway;

    d. Wording shall be limited to the name and type of the establishment;

    e. Lighting shall be limited to one downward directed light, positioned to illuminate only the sign.

3.58.L. In all other districts, signs shall be allowed on the property subject to compliance with the following:

1. Wording shall be limited to the name and type of the establishment;

2. Signs shall not be illuminated;

3. Signs shall not exceed four square feet;

4. No freestanding roadside signs are allowed, roadside signs must be attached to a fence or mailbox with a top no more than six feet from ground level.

CITY OF DELRAY BEACH, FLORIDA

BED AND BREAKFAST INN. A use within a designated historic or contributing structure which provides temporary overnight guest accommodations for rent to nonpermanent residents.

(Y) **Bed and breakfast inns.** In addition to the requirements of the underlying zone district, Section 4.5.1, Historic Preservation Districts and Sites, other applicable general regulations, parking regulations, and special conditions imposed through the conditional use process, the following requirements shall apply to Bed and Breakfast Inns:

(1) Location. Bed and Breakfast Inns shall only be established as follows:

(a) Within designated historic buildings, which are located on Individually Designated sites as listed in Section 4.5.1(K) or on those properties classified as "Contributing" within a designated historic district, as listed in Section 4.5.1(L); and which are a permitted or conditional use within the zoning district.

(b) Not within 300 feet of another Bed and Breakfast Inn, measured lot line to lot line in a straight line, when located within the Medium-Density, Multi-Family (RM) district.

(2) Parking. Parking for Bed and Breakfast Inns shall be provided as follows: (a) Parking shall comply with the requirements in Section 4.6.9. (b) One parking space shall be provided for the manager/owner and one parking space shall be provided for each guest room. (c) All required parking shall be provided in a manner which will not detract from the character of either the neighborhood or the historic property. No designated parking spaces may be located within the front or side-street setback areas (d) Circular driveways, and/or tandem parking spaces with a maximum two car depth are permitted (e) No parking may be provided via mechanical lift.

(3) Common area. Within each Bed and Breakfast Inn, a common area must be provided for a central dining area and for, at least, one reading/discussion/living room.

(4) Guest rooms. (a) There shall be no cooking facilities or food storage facilities in any guest room. Guest rooms do not have to contain bathroom facilities. (b) The number of bedrooms provided for guest use shall be as existed when the structure was originally constructed with subsequent additions, unless modifications are necessary to comply with Building, Fire, and/or Health codes. An existing guest cottage, subject to the requirements of Section 4.3.3(Q) may be used as the primary residence of the Property Owner. Historically designated guest cottages may also be used for paying guests.

(5) Meals. Breakfast shall be the only meal provided for paying guests who are using the facility overnight. The breakfast meal shall not be served after 11:00 a.m.

(6) Maximum stay. The maximum stay for each guest shall be not more than 14 days during any 30-day period. A guest book which accurately identifies all customers for each night's lodging shall be maintained by the owner and/or manager.

(7) Employees and personnel. No more than one nonresident may be employed in the management and administration of the facilities on-site. This restriction excludes maintenance and cleaning personnel.

(8) Property owner. The owner of the Bed and Breakfast Inn property must reside on the property.

(9) Events. Events and/or private parties shall be limited to the property owner and guests staying at the Bed and Breakfast Inn.

CITY OF PALM BAY, FLORIDA

TOURIST AND TRANSIENT LIVING ACCOMMODATIONS. Any place wherein tourists, transients, travelers, or persons desiring temporary residence may be provided with sleeping, sanitary or cooking facilities:

(1) ***MOTEL.*** A building in which lodging, or boarding and lodging, are provided and offered to the public in contradistinction to a boarding or lodging house, or a multiple-family dwelling; the same as a hotel, except that the buildings are usually designed to serve tourists traveling by automobile, ingress to rooms need not be through a lobby or office, and parking usually is adjacent to the dwelling unit.

(2) ***TOURIST COURT.*** A group of tourist accommodation units under one (1) ownership or on one (1) tract of land providing facilities for overnight guests or for longer periods of time, and with cooking or eating facilities within the individual units.

(3) ***HOTEL.*** A building in which lodging, or boarding and lodging, are provided and offered to the public for compensation, and which ingress and egress to and from all rooms are made through an inside lobby or office supervised by a person in charge at all times. As such, a hotel is open to the public, in contradiction to a boarding or lodging house, apartment hotel, or multiple dwelling.

CITY OF JUPITER, FLORIDA

Bed and breakfast means an owner-occupied single-family dwelling that offers overnight lodging for paying transient guests and which serves breakfast to those guests

Hotels, motels, timeshares, bed and breakfast, and inns may be permitted up to three stories, and may include a half story if roofline architectural variations and/or enhancements are determined to be appropriate.

Bed and Breakfast, inn, motel or hotel (10 rooms or less)

Hours of operations for all allowed uses, except bed and breakfast, shall not extend beyond the hours of 6:00 a.m. to 10:00 p.m.

CITY OF STUART, FLORIDA

Bed and breakfast inn means 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, as defined in F.S. 509.242(1)(f), amended time to time.

Bed and breakfast inns	1 parking space per room or unit, plus 2 spaces for owner/manager

EXHIBIT "D"

STANDARD CONDITIONS OF APPROVAL FOR BED & BREAKFAST USES

1. A Lighting Plan or Photometric survey that demonstrates compliance with City Code 22-60 (j)(1)(a) shall be required at the time of Building Permit.

2. A Landscape Plan that demonstrates compliance with City Code 22-187, General Landscaping Requirements, shall be required at the time of Building Permit.

3. There shall be a registration of the property manager, who shall be accessible at all times and who lives within St. Lucie County, in order to resolve complaints or violations of City Code.

4. A guide booklet from the City's Code Enforcement Department shall be provided for all renters which details all pertinent local rules and public service resources to minimize conflicts.

5. The applicant shall file for and obtain 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).

POSSIBLE ADDITIONAL CONDITIONS OF APPROVAL

1. A telephone or other means of communication shall be made available to all renters, free of charge.

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

Meeting Date: 05/20/2019

Re: Parks Advisory Committee Request For Call For Submissions

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

SUBJECT:

Parks Advisory Committee Request For Call For Submission

SUMMARY:

The Parks Advisory Committee has received a complete and suitable Naming of Public Facilities Nomination Form. Before rendering a recommendation, they are requesting an open call for submissions to adhere to the guidelines created by the Committee and approved by the Commission.

RECOMMENDATION:

Listen to formal request by a representative of the Parks Advisory Committee.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Parks Advisory Committee

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: FY2019

OTHER INFORMATION:

N/A

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2019 11:38 AM

Form Started By: Mike Reals Started On: 05/15/2019 07:06 AM

Final Approval Date: 05/15/2019

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

Meeting Date: 05/20/2019

Re: Tri-County Animal Hospital

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approve the permit for Unintentional Encroachment between the City of Fort Pierce and Tri-County Animal Hospital, LLC to cure an encroachment issue.

SUMMARY:

This permit cures the encroachment issue of the existing building onto an easement held by the City of Fort Pierce. The permit can be terminated by the City at any time if necessary. Jack Andrews, City Engineer, and David Cleveland, representative, have agreed that for the purposes of the City's easement, repair, replacement or maintenance of a submerged drainage pipe, may be conducted without interference by the encroaching building corner.

At site plan approval for the original building construction, the commission urged the veterinary firm to locate its building in fashion to preserve two mature oak trees on the site. This resulted in the encroachment originally.

RECOMMENDATION:

Approve the agreement.

ALTERNATIVES:

Do not approve or approve with modifications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Peter Sweeney, City Attorney
Jack Andrews, City Engineer

Fiscal Impact

OTHER INFORMATION:

No fiscal impact to the City.

Attachments

Permit

Original Easement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/13/2019 02:20 PM

Form Started By: Linda Cox
Started On: 05/08/2019 11:05 AM
Final Approval Date: 05/13/2019

Prepared by and when recorded return to:
Frank H. Fee, III, Esq.
Fee, Yates & Fee, PLLC
426 Avenue A
Fort Pierce, Florida 34950
Telephone: 772-461-5020

Parcel ID Numbers: 2409-712-0063-000-6
2409-712-0061-000-2
2409-712-0062-000-9
2409-712-0063-000-6

Site Address: 1801,1807, 1809 & 1811 Okeechobee Road, Fort Pierce, FL 34950

Present Owner(s) of Record: Tri-County Animal Hospital, LLC

PERMIT FOR UNINTENTIONAL ENCROACHMENT

City of Fort Pierce

THIS PERMIT FOR UNINTENTIONAL ENCROACHMENT ("Permit") is issued by the City of Fort Pierce, a Florida municipal corporation ("City"), to Tri-County Animal Hospital, LLC, a Florida limited liability company ("Permittee") to allow Permittee to encroach over and upon a City submerged drainage easement for the purpose of maintaining a building corner as depicted on Exhibit "A" which is attached hereto and incorporated herein, for the benefit of Permittee's property located at the street address 1801, 1807, 1809 & 1811 Okeechobee Road, Fort Pierce, Florida 34950, and more fully described as follows:

PARCEL 1:
Lots 3 & 4 and the North 25 feet of Lot 27, Block 5, TUCKER TERRACE, according to the plat thereof as recorded in Plat Book 4, Page 54 of the Public Records of St. Lucie County, Florida.

PARCEL 2:
Lot 5 and the North 25 feet of Lot 26, Block 5, TUCKER TERRACE, according to the plat thereof as recorded in Plat Book 4, Page 54 of the Public Records of St. Lucie County, Florida.

PARCEL 3:
Lot 6 and the North 25 feet of Lot 25, Block 5, TUCKER TERRACE, according to the plat thereof as recorded in Plat Book 4, page 54 of the Public Records of St. Lucie County, Florida.

PARCEL 4:
Lot 7 and the North 25 feet of Lot 24, Block 5, TUCKER TERRACE, according to the plat thereof as recorded in Plat Book 4, page 54 of the Public Records of St. Lucie County, Florida.

WITNESSETH:

WHEREAS, Permittee adjusted the location for construction of its building in order to preserve onsite, mature oak trees as requested by the City which adjusted location was not known to cause a building corner encroachment onto a City submerged easement for a drainage pipe along the Westerly lot line of the above described property: and

WHEREAS, the condition has not heretofore interfered with the interest of the City in using, maintaining, or repairing its submerged drainage pipe located within the easement; and

WHEREAS, Permittee has engaged a professional engineer to investigate who believes, following consultation with the City engineering staff, that the encroaching building corner has not affected the submerged pipe structure, nor impacted or impeded flows through the pipe, and that the subject pipe may be maintained and repaired without imposition from the encroaching building corner. Alternative repair and replacement methods are available for the submerged pipe without disturbance from the building corner.

NOW, THEREFORE, this Permit is granted to Permittee subject to the following requirements, conditions, restrictions, limitations and obligations:

1. ENCROACHMENT. Permittee shall maintain for its use only the building corner improvement that is depicted and described in the attached Exhibit "A, which encroaches upon City's existing easement.

2. TERM. This Permit shall run with the land and the terms and conditions set forth herein, and all of the duties and liabilities created hereby, shall be a benefit to and a burden upon the owners and occupants of the land, their assigns, and their successors in interest. Furthermore, this Permit neither transfers to Permittee nor does it represent any waiver by City of its easement right or interest in and to the property easement, nor serves as City's abandonment of its rights in and to the easement being encroached upon. Any additional cost of maintenance or repair made to the submerged pipe of City caused by the building encroachment shall be assessed against the real property for collection therefrom. The City shall have the right to make an assessment against the real property in order to collect any such cost in the same manner as general taxes are collected under state and local laws.

3. INDEMNIFICATION. Permittee releases, waives, relinquishes, discharges, holds harmless, and will indemnify City, its officers, elected officials, employees, agents, successors and assigns, from and against any and all claims, actions, damages, costs, losses, expenses, causes of action, demands and liabilities of any nature and character whatsoever, that Permittee may have, known or unknown, arising in any manner from or related to Permittee's utilization of the easement area encroached upon. Further, Permittee understands that this release, hold harmless and indemnification agreement detailed in this paragraph shall inure to the benefit of City, its officers, elected officials, employees, agents, successors, and assigns, and that it shall bind Permittee and Permittee's heirs, legal representatives, members, assigns and successors in interest.

4. PRIORITY OF USE. This Permit is made subordinate to the right of City to use its easement area for necessary submerged pipe purposes.

5. PERMITEE'S ACCEPTANCE OF PERMIT TERMS. As evidenced by the attached Exhibit "B," which is incorporated herein, Permittee agrees to and accepts the above terms, conditions and restrictions of this Revocable Encroachment Permit and acknowledges that said terms, conditions and restrictions shall run with Permittee's real property and be binding upon Permittee's heirs, legal representatives, members, assigns, and successors in interest.

CITY OF FORT PIERCE:

Signed in the Presence of:

By:_____
Linda Hudson, Mayor

_____
Witness
Print Name: _____

_____
Witness
Print Name: _____

APPROVED AS TO FORM AND CORRECTNESS:

By _____
Pete Sweeney, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this _____ day of _____, 2019, Linda Hudson as Mayor of the City of Fort Pierce, a Florida Municipal corporation, and authorized to act on behalf of the City of Fort Pierce, who is personally known to me, executed the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal at City Hall, in the County and State last aforesaid on this _____ day of _____, 2019.

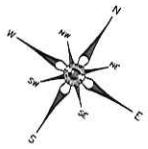
Notary SEAL/STAMP

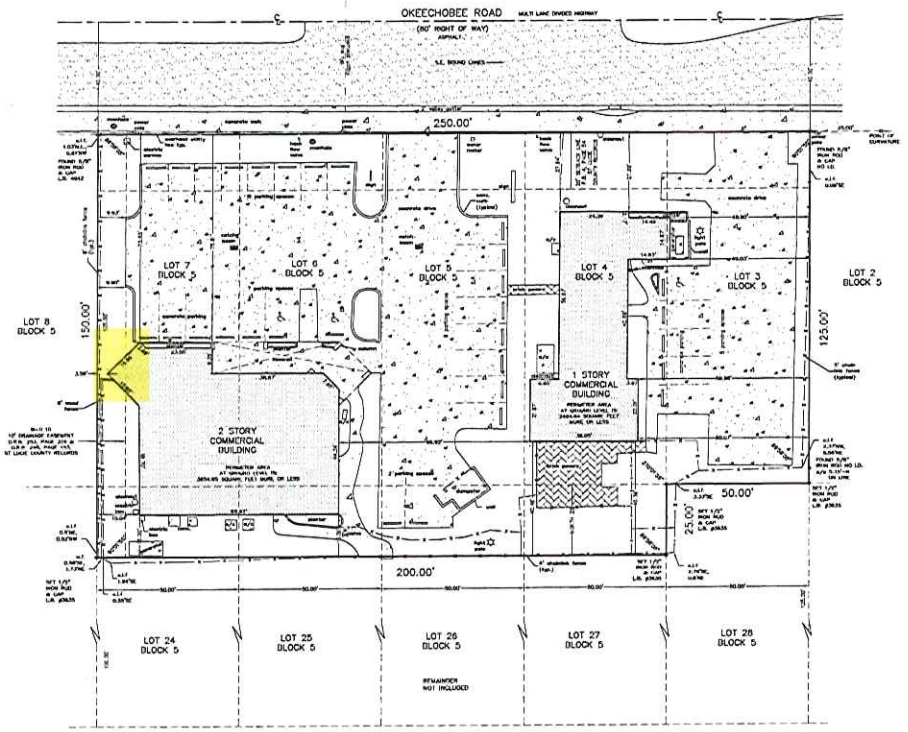
_____
Notary Signature

_____
Notary Printed Name

Notary Public, State of _____
My Commission expires _____

Exhibit "A"
Survey





COMMITMENT FOR TITLE INSURANCE
WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY INSTRUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. ***This item is not a matter of Survey.***
2. Rights or Claims of parties in possession not shown by the public records. ***This item is not a matter of Survey.***
3. Easements or claims of easements not shown by the public records. ***This item is not certifiable.***
4. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term encroachment, includes encroachments of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land. ***To be determined by the Title Examiner upon review of Survey.***
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records. ***This item is not a matter of Survey.***
6. Any adverse ownership claim by the state of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands and lands accreted to such lands. ***At time of Survey land was not submerged***
7. Intentionally deleted.
8. Taxes for the year 2017 and subsequent years which are not yet due and payable. ***This item is not a matter of Survey.***
9. Easements, restrictions, covenants and conditions as set forth in the Plat of Tucker Terrace, recorded in Plat Book 4, page 54. ***This item is shown hereon.***
10. Drainage Easement in favor of the City of Fort Pierce, dated December 3, 1959 and recorded in Deed Book 253, page 319 and as granted to the State of Florida in Deed Book 248, page 153, (Only 10 feet of Lots 7 and 24. ***This item is shown hereon.***
11. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements. ***This item is not a matter of Survey.***

ACCURATE LAND SURVEYORS, INC.
L.B. #3635

1150 E. ATLANTIC BLVD.
POMPANO BEACH
FLORIDA 33060

TEL. (954) 782-1441
FAX. (954) 782-1442

ALTA/NSPS LAND TITLE SURVEY

LEGEND OF ABBREVIATIONS:

Δ	=	CENTRAL ANGLE	(M) OR M	=	MEASURED
℄	=	ARC LENGTH	MEAS	=	MEASURED
ASPH	=	ASPHALT PAVEMENT	N&D	=	NAIL & DISK
BLDG	=	BUILDING	NAVD	=	NORTH AMERICAN VERTICAL DATUM
BOW	=	BASKET OF WALK	NGVD	=	NATIONAL GEODETIC VERTICAL DATUM
BRG	=	BEARING (ALL BEARINGS ARE BASED ON GRID NORTH)	NO.	=	NUMBER
P.C.	=	POINT OF CURVATURE	P.O.B.	=	POINT OF BEGINNING
P.C.C.	=	POINT OF COMPOUND CURVATURE	P.O.C.	=	POINT OF COMMENCING
P.I.	=	POINT OF INTERSECTION	P.R.C.	=	POINT OF REVERSE CURVATURE
P.O.B.	=	POINT OF BEGINNING	P.T.	=	POINT OF TANGENCY
P.O.C.	=	POINT OF COMMENCING	PVMT	=	PAVEMENT
P.R.C.	=	POINT OF REVERSE CURVATURE	R	=	RADIUS OR RANGE
P.T.	=	POINT OF TANGENCY	R/W	=	RIGHT OF WAY
PVMT	=	PAVEMENT	SEC	=	SECTION
R	=	RADIUS OR RANGE	TWP	=	TOWNSHIP
R/W	=	RIGHT OF WAY	U.E.	=	UTILITY EASEMENT
SEC	=	SECTION	W/	=	WITH
TWP	=	TOWNSHIP	W/M	=	WATER METER
U.E.	=	UTILITY EASEMENT	W/V	=	WATER VALVE
W/	=	WITH			
W/M	=	WATER METER			
W/V	=	WATER VALVE			

LEGAL DESCRIPTION:

PARCEL 1:
LOTS 3 & 4 AND THE NORTH 3½ FEET OF LOT 27, BLOCK 5, TUCKER TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 54, OF PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:
LOT 5 AND THE NORTH 3½ FEET OF LOT 26, BLOCK 5, TUCKER TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT 4, PAGE 54, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 3:
LOT 6 AND THE NORTH 3½ FEET OF LOT 25, BLOCK 5, TUCKER TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 54, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL4
LOT 7 AND THE NORTH 3½ FEET OF LOT 24, BLOCK 5, TUCKER TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 54, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

STREET ADDRESS:
1801, 1807,1809 & 1811 OKEECHOBEE ROAD FORT PIERCE, FL 34950

CERTIFY TO:
1. 1811 OKEECHOBEE ROAD, LLC
2. TD BANK, (SADA ATMA
3. SCOTT MUSEN, P.A.
4. CULLEN & DYKMAN, LLP
5. WFG NATIONAL TITLE INSURANCE COMPANY
6. ST. LUCIE TITLE SERVICES, INC.

NOTES:
1. UNLESS OTHERWISE NOTED FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
2. BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N/A.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS, OR OTHER MATTERS OF RECORDS BY ACCURATE LAND SURVEYORS, INC.
4. DIMENSIONS OF FENCES ARE MALE IF ANY NOT DETERMINED.
5. THIS DRAWING IS THE PROPERTY OF ACCURATE LAND SURVEYORS, INC. AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.
6. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE CERTIFIED HEREON, TO BE VALID ONE YEAR FROM THE DATE OF SURVEY AS SHOWN.
7. THE FLOOD ZONE INFORMATION SHOWN HEREON IS FOR THE CERTIFICATE STRUCTURE ONLY UNLESS OTHERWISE INDICATED.
8. THE LOCATION OF UNDERGROUND UTILITIES, IF ANY, SHOWN HEREON IS BASED ON VISIBLE SURFACE EVIDENCE ONLY. THE SURVEYOR MAKES NO GUARANTEE AS TO THE EXACT LOCATION OF UNDERGROUND UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
9. THIS SURVEY REFLECTS ALL INSTRUMENTS, LEGIBLE, ELECTABLE, RELEVANTS MATTERS OF SURVEY PER WHATSAUE AS OF WFG NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO.: FT-17-6137, COMMITMENT DATE: 07/07/17 AT 08:00 AM
10. PERIMETER AREA OF THE SUBJECT PROPERTY IS 24,000.00 SQUARE FEET OR 0.552 ACRES MORE OR LESS.

KNOWN EASEMENTS:
1. 10' DRAINAGE EASEMENT ALONG THE SOUTHWEST BOUNDARY.

ABOVE GROUND ENCROACHMENTS:
1. FENCE ALONG THE EAST & SOUTH BOUNDARY.
2. FENCE, BUILDING & CONCRETE IN 10' DRAINAGE EASEMENT ALONG THE SOUTHWEST BOUNDARY.

FLOOD ZONE DATA:
FLOOD ZONE: X
BASE FLOOD ELEVATION: N/A
CONTROL PANEL NUMBER:120286-0179-J
EFFECTIVE:
REVISED: 2/16/2012

ELEVATIONS:
REFERENCE BENCHMARK: N/A

DATE OF FIELD SURVEY: 06-07-17	DRAWN BY: R.L.W.
FIELD BOOK: 17-2AAA	CHECKED BY: R.L.T.

REVISIONS	DATE	BY

CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA" PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE SURVEY MEETS OR EXCEEDS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THE SURVEYOR AND MAPPER HAS PERFORMED THE SURVEY SHOWN HEREON IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THAT THERE ARE NO VISIBLE ENCROACHMENTS OR CONFLICTS EXCEPT AS SHOWN HEREON. THAT THE SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF THE LAWS OF THE STATE OF FLORIDA, AND THAT THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

SEAL
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

8-21-17
ROBERT L. THOMPSON (PRESIDENT)
PROFESSIONAL SURVEYOR AND MAPPER No.3859 – STATE OF FLORIDA

SHEET 1 OF 1	SCALE 1"=20'	SKETCH NUMBER SU-17-2685

ENCROACHMENT PERMIT ACCEPTANCE

Property Owner of Record: Tri-County Animal Hospital, LLC
Property Address: 1801, 1807, 1809 & 1811 Okeechobee Rd., Fort Pierce, FL 34950

Exhibit "B"

Permittee hereby represents that it is the owner of the property for which the Permit for Unintentional Encroachment ("Permit") is being issued, and after reviewing the terms, conditions and restrictions of the Permit, accepts this Permit for which it has applied, and that it has read and knows the contents thereof, and for itself and its heirs, assigns and successors in interest, as owners or occupants of the parcel of land therein described, agree to abide by and be bound by all of the terms, conditions, restrictions and provisions thereof.

Permittee also warrants, represents, covenants; and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Permittee has been duly authorized to act for and bind Permittee.

Dated this 6 day of May, 2019.

PERMITTEE:

TRI-COUNTY ANIMAL HOSPITAL, LLC

By: Dana K Jullerat
Print Name: DANA K. JULLERAT, Manager

Signed in the Presence of:

Witness
Print Name: CARROL FRISCHKORN

Witness
Print Name: CONNIE McIVER

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this 7 day of MAY, 2019, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared DANA Jullerat, personally known to me or proven by producing the following identification _____ to be the person described in and who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid on this 7 day of MAY, 2019.

Notary SEAL/STAMP

CONNIE MCIVER
Notary Public - State of Florida
Commission # FF980096
My Comm. Expires Jul 29, 2020
Bonded through National Notary Assn.

Notary Signature
CONNIE McIVER
Notary Printed Name

Notary Public, State of FLORIDA
My Commission expires 7-29-20

DRAINAGE EASEMENT

THIS INDENTURE, Made this the 3rd day of December, A.D. 1959, between ERNEST R. DUNN and CLEOPATRA B. DUNN, his wife, parties of the first part, and CITY OF FORT PIERCE, a municipal corporation, of the State of Florida, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of EIGHT HUNDRED FIFTY DOLLARS ($850.00) to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain and sell to the said party of the second part, its successors and assigns, a right-of-way and permanent drainage easement over, upon and across the following described land, lying and being in St. Lucie County, Florida, to-wit:

The Southwesterly 10 feet of Lots 7 and 24, Block 5, of Tucker Terrace, a subdivision in Southeast ¼ of the SW¼ of Section 9, Township 35 South, Range 40 East, according to the plat thereof as recorded in Plat Book 4, Page 54, of the public records of St. Lucie County, Florida.

This deed is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right-of-way and drainage easement in and to said lands for permanent drainage purposes; and the said parties of the first part do hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under parties of the first part.

The Grantors reserve the right to use the said above described tract for off-street parking purposes and the Grantee covenants and agrees that the said ten-foot tract may be used by the Grantors for side-yard setback purposes in the event of the

LAW OFFICES OF
WILLES & BITTAN
Rogers-Moore
Building
FORT PIERCE, FLORIDA

construction of any structure on said Lots 7 and 24 of Block 5, Tucker Terrace Subdivision.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this the day and year first above written.

Signed, sealed and delivered
in the presence of:

Ernest R. Dunn (LS)
Ernest R. Dunn

Cleopatra B. Dunn (LS)
Cleopatra B. Dunn

STATE OF FLORIDA)
:
ST. LUCIE COUNTY)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ERNEST R. DUNN and CLEOPATRA B. DUNN, his wife, to me well known and known to me to be the persons described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Pierce, St. Lucie County, and State of Florida, this 3 day of December, A.D. 1959.

Notary Public, State of Fla. at Large
My Commission expires: Oct 20 1961

CLERK FILE NO. 80747 FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, ON THE 8 DAY OF Dec. A.D. 19 59 AT 11:26 O'CLOCK A M. AND RECORDED IN Deed BOOK NO. 253 PAGES 319-320 AND RECORD VERIFIED.
M. C. BASSETT, CLERK CIRCUIT COURT, ST. LUCIE COUNTY, FLA.
BY Rachel Corbett D. C.

LAW OFFICES OF
WILLES & BITTAN
FORT PIERCE, FLORIDA

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

Meeting Date: 05/20/2019

Re: Award of Bid No. 2019-013 South 7th Street Roadway Improvements

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Request award of the South 7th Street Roadway Improvements construction contract to the low bidder, PRP Construction Group, LLC, Indiantown, FL, in an amount not to exceed $809,686.41.

SUMMARY:

South 7th Street between South 10th Street and Wendell Road is in deplorable condition and lacks any drainage infrastructure. This construction project not only will provide a piped drainage system with a positive connection to the Sunrise Boulevard drainage system, but also proposes a complete roadway rebuild, new ADA compliant sidewalks and crosswalks, curb and gutter, undergrounding of overhead electrical lines (work by FPUA forces), and a new sanitary sewer collection system (reimbursed by FPUA). The work is expected to acheive final completion 210 days from issuance of the Notice to Proceed.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Re-bid the project

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FPUA

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	18/19
Account:	See below
Amount:	$809,686.41

FISCAL IMPACT:

Multiple funding sources will be utilized to offset the project cost, they are as follows:
1. SMU Revenue Account No. 403-4300-538-3490 - $302,774.18
2. FPUA - $188,916.75
3. Road and Bridges Expense Account No. 100-1111-519-6310 - $317,995.48
    a) $306,427.86 from the half-cent infrastructure surtax
    b) $11,567.62 from the road and bridges impact fees

Attachments

PRP Bid Form

PRP Bid

Construction Plans

Bid Tabulation

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/14/2019 12:09 PM
City Manager	Nick Mimms	05/15/2019 09:19 AM
Form Started By: Tracy Telle		Started On: 05/08/2019 08:33 AM
Final Approval Date: 05/15/2019		

REVISED - BID RESPONSE FORM
SOUTH 7TH STREET ROADWAY IMPROVEMENTS
(SOUTH 10TH STREET TO WENDELL ROAD)
April 2019

ROADWAY AND DRAINAGE					
Item No.	Description	Units	Quantity	Unit Price	Amount
101-1	MOBILIZATION/BOND (EXCLUDE SANITARY)	LS	1	$ 18,500.00	$ 18,500.00
101-2A	MATERIAL TESTING (EXCLUDE SANITARY)	LS	1	$ 16,550.00	$ 16,550.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 9,850.00	$ 9,850.00
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$ 3,775.00	$ 3,775.00
108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS (EXCLUDE SANITARY)	LS	1	$ 21,000.00	$ 21,000.00
110-1-1	CLEARING & GRUBBING	LS	1	$ 7,050.00	$ 7,050.00
ADD ON	WENDELL ROAD MILLING	LS	1	$ 48,975.00	$ 48,975.00
110-7-4	MAILBOX (RELOCATE)	LS	1	$ 2,525.00	$ 2,525.00
160-4	STABILIZATION, TYPE "B"	SY	3,060	$ 3.50	$ 10,710.00
285-706	CEMENTED COQUINA LBR 100 (8")	SY	2,700	$ 16.50	$ 44,550.00
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE (SP 9.5) (TRAFFIC C) (1")	TN	177	$ 155.00	$ 27,435.00
334-1-13B	SUPERPAVE ASPHALTIC CONCRETE (SP 12.5) (TRAFFIC C) (1.5")	TN	221	$ 149.50	$ 33,039.50
425-1-201	INLETS (CURB TYPE 9) (<10')	EA	9	$ 3,150.00	$ 28,350.00
425-5-1	4' MANHOLE (STORM)	EA	1	$ 2,850.00	$ 2,850.00
425-5-2	6' MANHOLE (STORM)	EA	1	$ 4,275.00	$ 4,275.00
425-11	DRAINAGE STRUCTURE - MODIFY EXISTING	EA	1	$ 1,350.00	$ 1,350.00
430-175-115	CONCRETE PIPE CULVERT (15" RCP)	LF	756	$ 39.50	$ 29,862.00
430-175-215	CONCRETE PIPE CULVERT (12" X 18" ERCP)	LF	632.5	$ 52.00	$ 32,890.00
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	2,933	$ 22.50	$ 65,992.50
522-1	CONCRETE SIDEWALK, 4" THICK	SY	1,015	$ 44.00	$ 44,660.00

REVISED - BID RESPONSE FORM

ROADWAY AND DRAINAGE (cont.)

Item No.	Description	Units	Quantity	Unit Price	Amount
522-2	CONCRETE SIDEWALK/DRIVEWWAY, 6" THICK	SY	1,119	$ 52.00	$ 58,188.00
527-2	ADA CURB RAMP W/DETECTABLE WARNING COMPLETE (CONCRETE BRICK PAVERS – BRICK RED COLOR)	EA	12	$ 2,750.00	$ 33,000.00
570-1-2	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,570	$ 4.50	$ 11,565.00
570-1-2B	PERFORMANCE TURF (SOD) (FLORATAM)	SY	290	$ 6.50	$ 1,885.00

SIGNING AND MARKING

700-20-11	SINGLE POST STOP/STREET SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	EA	2	$ 730.00	$ 1,460.00
711-11-123	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (10")	LF	237	$ 3.15	$ 746.55
711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")	LF	24	$ 6.50	$ 156.00
711-11-221	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (4")	LF	2,170	$ 1.45	$ 3,146.50

ROADWAY, DRAINAGE, SIGNING & MARKING SUBTOTAL: $ 564,336.05

WATER AND SEWER

Item No.	Description	Units	Quantity	Unit Price	Amount
1	DEMOLITION (REMOVE 8" SANITARY SEWER)	LF	1,000	$ 16.00	$ 16,000.00
2	8" PVC SEWER MAIN (0'-6')	LF	450	$ 28.50	$ 12,825.00
3	8" PVC SEWER MAIN (>6'-8')	LF	550	$ 30.75	$ 16,912.50
4	6" PVC SEWER SERVICE (0'-6')	EA	19	$ 2,210.00	$ 41,990.00
5	6" PVC SEWER SERVICE (6'-OVER)	EA	10	$ 2,475.00	$ 24,750.00
6	PRECAST 4' CONCRETE SANITARY MANHOLE (0-6')	EA	4	$ 3,635.00	$ 14,540.00
7	PRECAST 4' CONCRETE SANITARY MANHOLE (6'-8')	EA	1	$ 4,515.00	$ 4,515.00
8	PRECAST 4' CONCRETE CONFLICT MANHOLE & PIPING	EA	1	$ 5,605.00	$ 5,605.00

REVISED - BID RESPONSE FORM

WATER AND SEWER (Cont.)

Item No.	Description	Units	Quantity	Unit Price	Amount
9	PRECAST 6' CONCRETE CONFLICT MANHOLE & PIPING	EA	1	$ 7,715.00	$ 7,715.00
10	BAHIA SOD	SY	190	$ 5.50	$ 1,045.00
11	SEWER CONNECTIONS TO NEW MANHOLE A-541 IN WENDELL INTERSECTION	EA	1	$ 1,975.00	$ 1,975.00
12	PLUG UPSTREAM MANHOLES DURING NEW MANHOLE A-541 INSTALLATION	EA	1	$ 1,795.00	$ 1,795.00
13	MOBILIZATION/BOND (UTILITIES)	LS	1	$ 6,500.00	$ 6,500.00
14	MATERIAL TESTING (UTILITIES)	LS	1	$ 7,750.00	$ 7,750.00
15	AS-BUILTS (UTILITIES)	LS	1	$ 7,825.00	$ 7,825.00

WATER AND SANITARY SEWER SUBTOTAL: $ 171,742.50

TOTAL ROADWAY, DRAINAGE, SIGNING, STRIPING, & SEWER BID: $ 736,078.55

Add 10% Construction Contingency for potential field change orders: $ 73,607.86

TOTAL FINAL BID: $ 809,686.41

DELIVER TO: City of Fort Pierce, Purchasing Division, Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard, 772-467-3102	Bid No: 2019-013
Mandatory Pre- Bid Conference Date: 10:00 AM, THURSDAY, APRIL 11, 2019	Bid Title: SOUTH 7TH STREET ROADWAY IMPROVEMENTS (SOUTH 10TH STREET TO WENDELL ROAD)
Mandatory Pre-Bid Conference Location: CITY HALL, ENGINEERING CONFERENCE ROOM 100 N. US HIGHWAY 1, FORT PIERCE, FL	Bid Opening Location: Purchasing Division, Room 101 100 North U.S. #1 Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, THURSDAY, APRIL 25, 2019	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: PRP Construction Group, LLC Mailing Address: 8300 SW Springhaven Ave	*I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.* X Peggy Sheltra Authorized Signature (Manual)
City, State, Zip Code: Indiantown, Fl. 34956	Typed or Printed Name: Peggy Sheltra
Type of Entity (Place a check or X): __x__ Corporation _____ Partnership ____ Proprietorship	Title: President
Incorporated in the State of: Florida Year: 2011	Delivery in 30 days, ARO
Phone Number: 772-597-6923 EXT 301	Payment Terms: Net 30 Days
Fax Number: NONE	FEIN or SS Number: 45-3220690
E-Mail Address: ppsheltra@gmail.com	Local Business: __x__ Y ____ N MWBE: __x__ Y ____N
Bid Security is attached, when required, in the amount of $ Forty Thousand Four Hundred Eighty Five Dollars & Zero Cents **F.O.B. DESTINATION**	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

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

2. DELAYS

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

3. EXECUTION OF BID

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

4. NO BID

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

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the web site: http://www.purchasing.ci.fort-pierce.fl.us.

6. TAXES

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

7. **DISCOUNTS**

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

8. **MISTAKES**

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

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

9. **INVOICING AND PAYMENT**

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

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

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

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

10. **DELIVERY**

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

11. **ADDITIONAL TERMS AND CONDITIONS**

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

12. **INTERPRETATION**

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore,

oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

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

13. **ADDENDUM**

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

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

14. **DISPUTES**

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

15. **CONFLICT OF INTEREST**

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

16. **LEGAL REQUIREMENTS**

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

17. **DRUG-FREE WORK PLACE (DFW)**

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

18. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)**

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

19. **PUBLIC ENTITY CRIMES**

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

20. **AWARD**

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

21. **EEO STATEMENT**

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

22. **CONTRACTUAL AGREEMENT**

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

23. **GOVERNMENTAL RESTRICTION**

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

24. **PATENTS AND ROYALTIES**

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

25. **ADVERTISING**

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

26. **ASSIGNMENT**

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

27. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

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

28. **FACILITIES**

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

29. **REPRESENTATION**

A Bidder must have at the time of bid opening, be a fully authorized agent or representative of the product bid, and be capable of producing or providing the items bid, and so certify upon request.

30. **DISQUALIFICATION OF BIDDER**

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

31. **ADJUSTMENTS/CHANGES/DEVIATIONS**

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

32. **INSURANCE**

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

33. **PUBLIC RECORDS**

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

34. **BID PREPARATION COSTS**

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

35. **COOPERATIVE PURCHASING**

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

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

SECTION II

INSURANCE REQUIREMENTS

Please refer to "SAMPLE" Contract, Section IV, page 9, Article 17, Pages 31-34, for insurance requirements.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

   City of Fort Pierce
   Attn: Purchasing Department
   100 North U.S. Highway 1
   Fort Pierce, FL 34950

2. Additional Insured for General Liability

   City and the City's board members, officials, officers, agents and employees
   City of Fort Pierce

SECTION III

INSTRUCTIONS TO BIDDERS

1. **PURPOSE**

The City of Fort Pierce is requesting bids from qualified contractors for South 7th Street Roadway Improvements, Fort Pierce, Florida. The work associated with this project consists of South 7th Street roadway reconstruction including sidewalks, curbs, drainage, and sanitary sewer construction between 10th Street and Wendell Road. Storm drainage construction is also proposed along Wendell Road between Sunrise and 7th Street.

2. **BID OPENING DATE**

Bids are due on or before **3:00 PM, Thursday, April 11, 2019**. Three (3) copies of sealed bids (one original and two copies) shall be mailed or delivered to:

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

in accordance with detailed specifications available upon request in the Purchasing Division, City Hall, 100 N. U.S. 1, Fort Pierce, Florida. Copies of the documents are available electronically from the Purchasing Division by e-mail request to biddesk@city-ftpierce.com, or on the web site of the City of Fort Pierce Departments/Finance/Purchasing and Demandstar.com (www.demandstar.com). Hard copy of the plans $100.00 per set or electronic copy FREE.

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

3. **MANDATORY PRE-BID CONFERENCE**

3.1 A **Mandatory Pre-Bid Meeting** will be held at **10:00 A.M., Thursday, April 11, 2019,** in the Engineering First (1st) Floor Conference Room, City Hall, 100 North U.S. #1, Fort Pierce, Florida. All interested bidders MUST attend this meeting in order for their bids to be considered. **Anyone arriving after 10:15 A.M. will not be allowed to participate in the bid process.**

4. **INQUIRIES/QUESTIONS**

4.1 All inquiries will be in a written format and addressed to the Project Manager with a copy to the Purchasing Manager:

TO
Tracy Telle
Assistant City Engineer
City of Fort Pierce
100 North U.S. #1

COPY
Gelencia Carter
Purchasing Manager
City of Fort Pierce
100 North U.S. #1

Fort Pierce, FL 34950
Fax: (772) 460-6847
Email: ttelle@city-ftpierce.com

Fort Pierce, FL 34950
Fax: (772) 467-3848
Email: biddesk@city-tpierce.com

4.2 No inquiries will be received no later than, **5:00 PM, Tuesday, April 16, 2019**.

5. INSURANCE CERTIFICATE AND BOND REQUIREMENTS

INSURANCE CERTIFICATE

Contractor shall procure, at its own expense, insurance according to insurance requirements listed in **Section IV, page 31, Article 17 of the Sample Contract**. The insurance shall become effective prior to the commencement of work by the contractor and shall be maintained in force until completion of job.

BOND REQUIREMENTS

Performance and Payment Bonds will be required of the successful bidder in the amount of 100% of the contract amount. **See Section IV, Sample Contract, Article 18,** of these specifications.

6. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal.

7. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

8. LEGAL REQUIREMENTS

Bidders are required to have a valid State of Florida license with a minimum classification of "Certified General Contractor" associated with the company/firm.

SECTION IV

UNIT PRICE CONSTRUCTION "SAMPLE" CONTRACT

FOR

South 7th Street Roadway Improvements

CITY OF FORT PIERCE BID NO. 2019-013

Prepared by:

The City of Fort Pierce Department of Engineering
John R. Andrews, P.E., City Engineer
100 North U.S. Hwy. 1
Ft. Pierce, FL 34950
(772) 467-3774

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AGREEMENT

THIS AGREEMENT (hereinafter the 'Agreement' or "Contract") entered into this 19 day of April, 2019 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and PRP Construction Group, LLC a ____ LLC corporation, with its principal address at 8300 SW Springhaven Ave, Indiantown, Fl. 34956 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **South 7th Street Roadway Improvements, Bid No. 2019-013 , Fort Pierce, Florida**, and

WHEREAS, the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional, timely manner, and

WHEREAS, the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS, the CITY's Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Contract includes the construction of stormwater improvements and associated site work as indicated on the construction plans. The contract includes the construction drawings and the following:

1. Exhibit "A" - Invitation to Bid No. 2019-013
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications – Grading, Paving & Drainage
4. Exhibit "D" – Technical Specifications – Sanitary Sewer
5. Exhibit "E" – Bid Forms
6. Exhibit "F" - General Conditions

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change Orders issued hereafter, Construction Change Directives, a Direction for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "F", "General Conditions" conflict with

contract terms the contract terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Contract and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Contract, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the Project;

2(B) The CONTRACTOR has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the CITY and the CONTRACTOR agree as follows:

3(A) This Contract (along with its exhibits), together with the Contractor's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Price;

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR;

3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

3(E) Wherever this Contract calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question;

3(F) The words "include", "includes', or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";

3(G) The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract;

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or City Engineer or his designee. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

(1) As between this document and the plans or specifications, this document shall govern.

(2) In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4
CONTRACTOR'S PERFORMANCE

The CONTRACTOR shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit "A" and the Scope of Work, all as may be amended from time to time;

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s);

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project;

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, change orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Contract on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within 180 calendar days and Final Completion in 210 calendar days as specified on the Notice to Proceed (sometimes hereinafter referred to as the "Contract Time").** By signing this Contract, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 10(G) below;

5(B) The CONTRACTOR shall pay the CITY the sum of **$500.00** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Contract. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages;

5(C) The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Contract such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;

5(D) All limitations of time set forth herein are material and are of the essence of this Contract;

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY, City Engineer or his designee, so as to plan its work in coordinated sequence with the work of the CITY and of others and so as to be able to expeditiously undertake and perform its work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work hereunder, other than for excusable delays, as set forth in (F) below, for which CONTRACTOR may be granted a reasonable extension of time;

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the contract time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth below.

If the CONTRACTOR is delayed, obstructed, hindered or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this contract (excluding profit, extended home office overhead, incidental or consequential damages or disruption damages) and the Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed 45 days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this article by giving written notice to the City Engineer, with a copy to the City Representative, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance or interruption after final payment under this contract or to the extent that performance would have been so delayed, obstructed, hindered or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. The direct costs described above shall be limited to those direct costs attributable solely to this project, and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the

progress of the Work or the overall project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the contractor's primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only (as set forth above), may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective work, shall not under any circumstances be construed as delays, hindrances or interference compensable further than as described herein.

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Engineering Construction Drawings and Specifications, identified as Bid No.** 2019-013 **, South 7th Street Roadway Improvements (10th Street to Wendell Road), all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed:**

$ Eight Hundred Nine Thousand, Six Hundred Eighty Six Dollars, and Forty One Cents
Written Amount

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire contract amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (See also the specifications for additional information). The CONTRACTOR shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY;

6(C) The CITY shall pay the contract amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a payment request for the period ending the last calendar day of the previous month (the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety percent (90%) of that part

of the contract amount allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the City Engineer), less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR (copies of paid invoices must be submitted to the City Engineer with payment request). Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the work at the project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Contract, subject to approval by the CITY. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein below.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also finish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers or others having lien or claim rights, wherein said subcontractors, material, men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said work rests with CONTRACTOR until substantial completion of contracted project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers and suppliers the amounts they are due for the work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

(1) The quality of a portion, or all, of the CONTRACTOR's work not being in requirements of this Contract;

(2) The quantity of the CONTRACTOR's work not being as represented in the CONTRACTOR's Payment Request, or otherwise;

(3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be inexcusably delayed;

(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault;

(6) Loss caused by the CONTRACTOR;

(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 7(F), the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance, and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will so notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the contract amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective or nonconforming work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment;

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 6(B) above.

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Contract, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all;

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this contract.

7(B) The CONTRACTOR is responsible for obtaining ALL permits and paying all fees required of the CONTRACTOR by this Contract, or permits and fees customarily the responsibility of the CONTRACTOR. The contractor shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City Legal or Building Inspection Departments.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the contract documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without

prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this article shall be in addition to the CITY's ability to remove portions of the Work from this Contract and complete it separately.

ARTICLE 9
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs work knowing or believing, or if through exercise of reasonable diligence they should have known that such work involves an error, inconsistency or omission in the Contract without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such work and shall correct same bearing the costs set forth in Article 3(H) above;

9(B) All work shall strictly conform to the requirements of this Contract. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents;

9(C) The work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed;

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty;

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements

applicable to the work;

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION
Ricky Sheltra	Certified General Contractor
Jose Pedrosa	Superintendent
Juan Pedrosa	Superintendent
Mauricio Sedano	Superintendent

If at any time the City Engineer or his designee reasonably determines that any employee of the contractor is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, whom shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the work prior to submittal of the first application for payment. The CITY Engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the Technical Specifications which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Contract.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Contract. The CONTRACTOR shall not do any work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract, and shall not relieve the CONTRACTOR of responsibility for deviations from the Contract unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meets the requirements of the Contract, or will do so, including

field measurements, materials, and field construction criteria related thereto.

The City Engineer shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the work. Upon substantial completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Contract, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue and supervise all safety programs and precautions in the performance of the terms of this Contract. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other work with regard to such

hazardous material unless otherwise agreed between the City Engineer and the CONTRACTOR. In the case of work stopped hereunder, Article 6 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

10.1 CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10.2 CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10.3 CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 6 hereof;

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site

conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition;

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation;

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the contract amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

12(A) Prior to execution of this Contract, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein below.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment, and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY,

at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

One or more changes to the work within the general scope of this Contract may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 6 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the contract amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.

b. The price breakdown

   (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and

   (b) Must cover all work involved in the modification, whether the work was deleted, added or changed.

c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.

d. The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the contract amount resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or

requirements relating thereto, being initialed by both parties and (c) the CONTRACTOR's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known;

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to; such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved workmen, employer contributions towards company standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead and Profit shall be limited to the following schedule:

1. For the CONTRACTOR, for any work performed by the CONTRACTOR's own forces, 15% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any work performed by his Subcontractor, 6% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for work performed by his Sub-subcontractor(s), 6% of the amount due the Sub-subcontractor.

For Change Orders the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost
+ CONTRACTOR's Direct Labor Costs
+ CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing Contained in this Article shall be deemed to contradict or limit the terms of Article 5(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the City Engineer, such work shall be uncovered and displayed for review by the City Engineer and/or its consultants upon request, and shall be reworked at no cost in time or money to the CITY;

14(B) if any of the work is covered, concealed or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or its consultants. If the uncovered work conforms strictly to this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such work shall be done by the CITY; otherwise, such costs shall be borne by the CONTRACTOR;

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections and other expenses incurred as a result thereof;

14(D) In addition to its warranty obligations set forth elsewhere herein and any

manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer;

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same;

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid, of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 14(E) above);

(2) preserving and protecting work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon;

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's completion date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle (C), the

CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Contract in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(l) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR, an amount derived in accordance with Subarticle (3) below;

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder;

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

(c) Contract costs for labor, materials, equipment and other services accepted under this Contract;

(d) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Contract

would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(e) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

In such case, the CONTRACTOR shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to the CITY of completing the work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease - Each Employee

17(A)(3) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation"

CITY and its members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Each Occurrence	$2,000,000

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Such insurance shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the CITY or CITY's members, officials, officers or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

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

17(A)(8) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

17(A)(9) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by The A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by him in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Florida Drug-free Workplace Act, P.S. 287.087. 22.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

CITY:
John R. Andrews, P.E., City Engineer
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480
Phone: 772-467-3774

CONTRACTOR:
PRP Construction Group, LLC
8300 SW Springhaven Ave
Indiantown, Fl.
34956
Phone: 772-597-6923

Fax: 772-460-6847 Fax: none

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach, and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

Andrea Bourgault
Print name

Andrea Bourgault
Signature

Ronnie Larowe
Print name

Signature

CONTRACTOR:

PRP Construction Group, LLC

Peggy Shotts
By:

Title: President

Federal Tax ID No. 45-32220690

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Peter J. Sweeney, City Attorney

SECTION V
FORMS

Form **W-9** (Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
PRP Construction Group, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
8300 SW Springhaven Ave, Indiantown, Fl. 34956

Requester's name and address (optional)

City, state, and ZIP code
Indiantown, Fl. 34956

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
45 :3220690

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Peggy Shatto Date ▶ 4/19/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes	
Is Bid Response Form completed, signed and attached?	Yes	
W-9 Form completed, signed and attached?	Yes	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes	
Include proof of proper licensing as stated in bid documents.	Yes	
Include proof of proper insurance as stated in bid documents.	Yes	
Bid envelope is marked accordingly.	Yes	
Is Drug-Free Work Place form signed and enclosed?	Yes	
Are three (3) complete bid packages included (1 original and 2 copies)?	Yes	
Is each Bid Addendum (when issued) signed and included?	Yes	

PLEASE SIGN AND RETURN WITH BID Peggy Shelton

PRPCONS-01 BBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	CONTACT NAME: Barbie Brown - Ext. 237 PHONE (A/C, No, Ext): (772) 287-3366 FAX (A/C, No): (772) 287-4255 E-MAIL ADDRESS: bbrown@rvjohnson.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Security National Insurance Co	
INSURED PRP Construction Group LLC PO Box 1830 Indiantown, FL 34956-1830	INSURER B : Owners Insurance Company	32700
	INSURER C : FFVA Mutual Insurance Co.	10385
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			SES166238700	10/26/2018	10/26/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			5068939600	4/15/2019	4/15/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			EXS166247000	10/26/2018	10/26/2019	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC840-0029850-2018A	11/9/2018	11/9/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSUURED FOR GENERAL LIABILITY: City and the City's board members, officials, officers, agents, and employees City of Fort Pierce

CERTIFICATE HOLDER

City of Fort Pierce
100 N US Highway 1
Fort Pierce, FL 34950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kelly Johnson

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April 9, 2019

CITY OF FORT PIERCE

SOUTH 7TH STREET ROADWAY IMPROVEMENTS
(SOUTH 10TH STREET TO WENDELL ROAD)

BID NO. 2019-013

ADDENDUM NO. 1

The purpose of this addendum is to correct the due date which was stated as 3:00 PM Thursday, April 11, 2019, on page 8, item numbered 2 Bid Opening Date, of the bid document. The bid due date should read:

3:00 PM, THURSDAY, APRIL 25, 2019

All other conditions of this bid remain the same.

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

Signature: Peggy Sheltra
Manual

Signature: Peggy Sheltra
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave

Indiantown, Fl. 34956

Date: 4/9/19

/lh

April 19, 2019

CITY FORT PIERCE

SOUTH 7TH STREET ROADWAY IMPROVEMENTS

BID NO. 2019-013

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the proposal specifications:

1. **QUESTIONS:** The scale on the sanitary sewer seems to be incorrect.
   ANSWERS: **The sanitary sewer drawing scale is noted as 1" = 30; this should be revised to reference a drawing scale of 1" = 20'.**

2. **QUESTIONS:** On sheet 5 of 7 of the Roadway plans, it calls to sleeve existing sewer into ductile iron pipe. FPUA specs says carrier pipe should be ductile iron and sleeve pipe should be steel.
   ANSWERS: **The casing should be DIP and the carrier pipe shall be PVC with Fernco connections to the existing clay pipe**

3. **QUESTIONS** One of the mentioned carrier pipe inside of sleeve pipe (see note for structure S-14) is in an intersection. FPUA spec states to extend 8" beyond roadway. I am not sure how to address this
   ANSWERS: **Please provide additional information as I could not find any reference to 8" beyond a roadway.**

All other conditions of this bid remain the same.

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

Signature: Peggy Sheltra
Manual

Signature: Peggy Sheltra
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Indiantown, Fl. 34956

Date: 4/19/19

/lh

April 24, 2019

CITY OF FORT PIERCE

SOUTH 7TH STREET ROADWAY IMPROVEMENTS
(SOUTH 10TH STREET TO WENDELL ROAD)

BID NO. 2019-013

ADDENDUM NO. 3

The purpose of this addendum is to extend the Bid Due Date from 3:00PM. Thursday, April 25, 2019 to:

3:00 PM, THURSDAY, MAY 2, 2019

and to include a **REVISED Bid Response Form** due to an error made on the original form.

Also, additional questions must be received no later than **5:00PM, Thursday, April 25, 2019**.

All other conditions of this bid remain the same.

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

Signature: Andrea Bourgault
Manual

Signature: Andrea Bourgault
Typed or Printed

Company Name: PRP Construction Group LLC

Address: 8300 SW Springhaven Ave.
Jndiantown, FL 34956

Date: 4-24-19

/gc

Attachments: Revised Bid Form

April 25, 2019

CITY FORT PIERCE

SOUTH 7TH STREET ROADWAY IMPROVEMENTS

BID NO. 2019-013

ADDENDUM NO. 4

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the proposal specifications and to include a Revised Bid Response Form.

QUESTIONS & ANSWERS:

1. **QUESTION:** The sod quantity seems to be a large underrun. With the reconstruction of the curbing and sidewalk I believe much more sod will be disturbed than represented on the bid schedule.
   ANSWER: **The bid schedule has been updated to include full sod along Wendell.**

2. **QUESTION:** The Driveway Detail is much more involved than what is typical for FDOT and resultant will be at a much greater cost. The 6" stabilized subgrade would require mixing or if elected removal of dirt and replacement with road base equivalent. This is more rigorous and costly than FDOT specifications.
   ANSWER: **The driveway shall have a subgrade compacted to 98% maximum dry density per AASHTO T-180.**

3. **QUESTION:** Is fibermesh required for the sidewalks and driveways?
   ANSWER: **Yes**

4. **QUESTION:** I didn't see the full limits of the mill and overlay on the plans.
   ANSWER: **Mill and resurfacing is required along Wendell Road beginning at Station 11+16 (7th Street)**

5. **QUESTION:** There appears to be significant overbuild in locations on the project for example on Wendell, will this be paid in Tonnage of asphalt? If so it will overrun as well.
   ANSWER: **Yes, any overbuild will be paid in tonnage of asphalt used.**

6. **QUESTION:** Lastly, I did not see a specification of a pad for the curbing. If there is what would be the requirements?
   ANSWER: **Refer to the Typical Roadway Section detail on plan sheet 6 of 7 which identifies a 12" stabilized subgrade.**

REVISED BID RESPONSE FORM
See attached

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum on the following page and include it with your submittal.

Signature: Andrea Bourgault
Manual

Signature: Andrea Bourgault
Typed or Printed

Company Name: PRP Construction Group, LLC

Address: 8300 SW Springhaven Ave
Jndiantown, FL 34956

Date: 4/25/19

/lh

EXHIBIT "E"

BID FORMS

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EXHIBIT "E"

SECTION 001

BID FORM

PROPOSAL TO

THE CITY OF FORT PIERCE

FOR THE CONSTRUCTION OF SOUTH 7TH STREET IMPROVEMENTS (10TH STREET TO WENDELL ROAD)

NAME OFBIDDER: PRP Construction Group, LLC

MAILING ADDRESS: 8300 SW Springhaven Ave, Indiantown, Fl. 34956

STREET ADDRESS: 8300 SW Springhaven Ave, Indiantown, Fl. 349546 Zip Code)

PHONE NUMBER: 772-597-6923 Ext 301

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 4/9/19	No. 4	Dated 4/25/19
No. 2	Dated 4/19/19	No. _____	Dated _____
No. 3	Dated 4/24/19	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be completed within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of

the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents; that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 60% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form.

EXHIBIT "E"

SECTION 001

Work to be Done	Name of Subcontractor	Address
Asphalt	Mancil's Tractor Service, Inc.	530 SW Jayme Way, Palm City, Fl. 34990
Survey	BSM & Associate	208 SW 7th Ave. Okeechobee, Fl. 34974
Testing	Terracon	645 NW Enterprise Drive, Suite 107 I Port St. Lucie, FL 34986
Sod	Total Turf	7414 NW 96th CT, Okeechobee, Fl. 34972
Curb	Mosely & Sons	1400 SE Monterey Rd, Stuart, FL 34994

EXHIBIT "E"

SECTION 001

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS BIDDER'S BOND
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

EXHIBIT "E"

SECTION 001

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

EXHIBIT "E"

SECTION 001

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: PRP Construction Group, LLC
(Type or Print)

By: Peggy Sheltra

Name: Peggy Sheltra

Title: President

Dated: April 20, 2019

(Corporate Seal)

Attest
If Corporation

By: Peggy Sheltra
(Signature)

Name: Peggy Sheltra

Title: President

Witnesses: Andrea Bourgault
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

Florida CGC1510570 Exp : August 31,2020 Certified General Contractor License

END OF SECTION

EXHIBIT "E"

SECTION 002

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, PRP Construction Group, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Amount Bid Dollars ($--10%--), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated April 25th, 2019, for the Bid No: 2019-013 South 7th Street Roadway Improvements (South 10th Street to Wendell Road)

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

EXHIBIT "E"

SECTION 002

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 25th day of April, 2019, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

PRP Construction Group, LLC

By: Peggy Shelton
(Signature)

Name: Peggy Shelton

Title: President

ATTEST (if corporation)

By: Andrea Bourgault
(Signature)

Name: Andrea Bourgault

Title: Secretary
(Corporate Seal)

SURETY

Travelers Casualty and Surety Company of America

By: Allyson Foss Wing
(Signature)

Name: Allyson Foss Wing

Title: Attorney-In-Fact & Florida Licensed Resident Agent
(Surety Seal)

Inquiries: (321) 800-6594

EXHIBIT "E"

SECTION 002

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety Travelers Casualty and Surety Company of America

Mailing Address One Tower Square, Hartford, CT 06183

Street Address One Tower Square, Hartford, CT 06183

Name and Mailing and Street JCA Surety Group, LLC

Address of Agent or 123 Zelma Street, Suite A

Representative in Florida Orlando, FL 32803

(if different than above) _____

_____

_____

_____

Telephone Number of Surety (800) 238-6225

and Agent or Representative (321) 800-6594

in Florida _____

END OF SECTION

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Allyson Foss Wing** of **ORLANDO**, **Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **April**, **2019**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

EXHIBIT "E"

SECTION 003

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof, **to furnish** _____ _____, **Bid No. 2019-013** (Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

SECTION 003

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

EXHIBIT "E"

SECTION 003

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this _____day of _____, 2019.

ATTEST:

_____
(Principal) Secretary

_____
Principal

By _____

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
(Surety) Secretary

_____
Surety

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

_____
(Address)

_____
Witness as to Surety

_____
Witness as to Surety

EXHIBIT "E"

SECTION 003

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

EXHIBIT "E"

SECTION 004

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____ _____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of ____ _____, 2019, a copy of which is hereto attached and made a part hereof, **to furnish** _____**,Bid No.2019-013.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract,

then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

EXHIBIT "E"

SECTION 004

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this _____ day of ____, 2019.

ATTEST:

_____
(Principal) Secretary

_____
Principal

By _____

Name _____
(Type)

Name _____
(Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____

_____
Witness as to Principal

ATTEST:

_____
(Surety) Secretary

_____
Surety

By _____

Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

_____
(Address)

(Corporate Seal)

_____
Witness as to Surety

_____

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

EXHIBIT "E"

SECTION 004

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

EXHIBIT "E"

SECTION 005

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: **South 7th Street Improvements, Bid No. 2019-013**

Date of Bid Opening: **3:00 PM, Thursday, April 25, 2019**

Award Amount: **Not to Exceed $**

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Copies	Item
2	Notice of Award
2	Agreement between City and Contractor
2	Performance Bond
2	Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.

2. Have your insurance company complete bond forms, and attach notarized Acknowledgment of Authorized Representative.

3. Have your insurance company complete Certificates of Insurance and Endorsements.

4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.

5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

EXHIBIT "E"

SECTION 005

Mailing Address:	Delivery Address:
Director of Procurement	Director of Procurement
CITY OF FORT PIERCE	CITY OF FORT PIERCE
100 North U.S. #1	100 North U.S. #1
Fort Pierce, FL 34950	Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER:

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950

BY:_____
Gelencia Carter, Purchasing Manager

Date:_____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:

BY:_____

_____

_____
(Title)

Date:_____

END OF SECTION

EXHIBIT "E"

SECTION 006

NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Notice to Proceed on Project: South 7th Street Improvements (10th St. to Wendell Rd.)

Bid No: **2019-013**

Project Name: **South 7th Street Improvements (10th St. to Wendell Rd.)**

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2019 and to obtain Substantial completion within 180 calendar days and Final completion within 210 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: _____, **2019.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____
John R. Andrews, P.E.
City Engineer

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

EXHIBIT "E"

SECTION 007

CHANGE ORDER FORM

CITY OF FORT PIERCE
CHANGE ORDER NO. _____

PROJECT: **SOUTH 7TH STREET IMPROVEMENTS (10TH STREET TO WENDELL ROAD)**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT	$ _____
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)	$ _____
Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER	$ _____
Current CONTRACT AMOUNT Including this CHANGE ORDER	$ _____
ORIGINAL CONTRACT TIME	_____ Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER	_____ Calendar Days
Net (Increase) (Decrease) Resulting from this CHANGE ORDER	_____ Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	_____

(Change Order No._____, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions,

EXHIBIT "E"

SECTION 007

Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

By:_____
Signature & Title

Date:_____

END OF CHANGE ORDER

EXHIBIT "E"

SECTION 008

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

EXHIBIT "E"

SECTION 009

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of _____

_____, do hereby certify as
(Owner)

follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____
Attorney

_____
Date

END OF SECTION

EXHIBIT "E"

SECTION 010

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. PRP Construction Group, LLC
2. Permanent Main Office address. 8300 SW Springhaven Ave, Indiantown, Fl. 34956
3. When organized? 8/25/11
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 7 1/2 years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) Attached
7. General character of work performed by you.
   Excavation-Water- Sewer-Drainage-Concrete-Small Asphalt
8. Have you ever failed to complete any work awarded to you? If so, where and why? NO
9. Have you ever defaulted on a contract? If so, where and why? NO
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.
    Attahched
11. List your major equipment available for this contract. Excavcator-Front End Loader
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)
    Glenview Ave Emergency for St Lucie County, Whispering Pines for Okeechobee Utility Authoritiy
13. Background and experience of the principal members of your company, including the officers. Attahced
14. Give bank reference. Seacoast Bank Stuart- Jenny Yingling-2601 SW High Meadow Avenue Palm City, FL 34990- 772-221-7034
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. YES
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

YES

EXHIBIT "E"

SECTION 010

Dated at 10:29 am this 20 th day of April, 2019.

Contractor:

PRP Construction Group, LLC

By Peggy Sheltra

Peggy Sheltra/ President
(Name & Title)

County of Martin
State of Florida

Peggy Sheltra, being duly sworn, deposes and says that he is President of

PRP Construction Group, LLC, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 20th day of April, 2019.

NOTARY PUBLIC SEAL

Andrea Bourgault

ANDREA BOURGAULT
MY COMMISSION # GG 306312
EXPIRES: April 29, 2023
Bonded Thru Notary Public Underwriters

My Commission Expires: ~~4/29/19~~ 4/29/23

END OF SECTION

EXHIBIT "E"

SECTION 011

NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER

STATE OF Florida

COUNTY OF Martin

Peggy Sheltra, being first duly sworn, deposes and says:

That he/she is President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

PRP Construction Group, LLC
(Firm Name)

By: Peggy Sheltra

Title: President

Subscribed and sworn to before me this 20th
day of April, 2019

Andrea Bourgault
Notary Public

My Commission expires: (Seal)
4/29/19

ANDREA BOURGAULT
MY COMMISSION # FF 225362
EXPIRES: April 29, 2019
Bonded Thru Notary Public Underwriters

END OF SECTION

EXHIBIT "E"

SECTION 012

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2019-013 for

2. This sworn statement is submitted by PRP Construction Group, LLC
(name of entity submitting sworn statement)
whose business address is 8300 SW Springhaven Ave, Indiantown, Fl. 34956

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3220690 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Peggy Sheltra my relationship to the entity
(please print name of individual signing)
named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders,

   employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

__x__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: Peggy Shatto

Date: 4/20/19

STATE OF Florida

COUNTY OF Martin

EXHIBIT "E"

SECTION 012

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Peggy Sheltra who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 20th day of April, 2019.

NOTARY PUBLIC SEAL: Andrea Bourgault

ANDREA BOURGAULT
MY COMMISSION # GG 306312
EXPIRES: April 29, 2023
Bonded Thru Notary Public Underwriters

My commission expires: ~~4/29/19~~ 4/29/23

END OF SECTION

EXHIBIT "E"

SECTION 013

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: April 20th , 2019

Official Address
(Including Zip Code):

8300 SW Springhaven Ave

Indiantown, Fl. 34956

By: Peggy Shetler

President
(Title)

END OF SECTION

EXHIBIT "E"

SECTION 015

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2019-013

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Fifty Dollars and Zero Cents----------Dollars
(Written)

$50.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: PRP Construction Group, LLC
(Company-Contractor)

By: Peggy Sheltra
(President's Signature)

Peggy Sheltra
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Martin County, Florida on the 20 th day of April, 2019.

Notary Public: Andrea Bourgault (affix seal) My Commission Expires: 4/29/19

ANDREA BOURGAULT
MY COMMISSION # FF 225362
EXPIRES: April 29, 2019
Bonded Thru Notary Public Underwriters

END OF SECTION

EXHIBIT "E"

SECTION 015

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

PRP Construction Group, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

4/20/19
Date

END OF SECTION

REVISED - BID RESPONSE FORM
SOUTH 7TH STREET ROADWAY IMPROVEMENTS
(SOUTH 10TH STREET TO WENDELL ROAD)
April 2019

ROADWAY AND DRAINAGE					
Item No.	Description	Units	Quantity	Unit Price	Amount
101-1	MOBILIZATION/BOND (EXCLUDE SANITARY)	LS	1	$ 18,500.00	$ 18,500.00
101-2A	MATERIAL TESTING (EXCLUDE SANITARY)	LS	1	$ 16,550.00	$ 16,550.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 9,850.00	$ 9,850.00
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	$ 3,775.00	$ 3,775.00
108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS (EXCLUDE SANITARY)	LS	1	$ 21,000.00	$ 21,000.00
110-1-1	CLEARING & GRUBBING	LS	1	$ 7,050.00	$ 7,050.00
ADD ON	WENDELL ROAD MILLING	LS	1	$ 48,975.00	$ 48,975.00
110-7-4	MAILBOX (RELOCATE)	LS	1	$ 2,525.00	$ 2,525.00
160-4	STABILIZATION, TYPE "B"	SY	3,060	$ 3.50	$ 10,710.00
285-706	CEMENTED COQUINA LBR 100 (8")	SY	2,700	$ 16.50	$ 44,550.00
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE (SP 9.5) (TRAFFIC C) (1")	TN	177	$ 155.00	$ 27,435.00
334-1-13B	SUPERPAVE ASPHALTIC CONCRETE (SP 12.5) (TRAFFIC C) (1.5")	TN	221	$ 149.50	$ 33,039.50
425-1-201	INLETS (CURB TYPE 9) (<10')	EA	9	$ 3,150.00	$ 28,350.00
425-5-1	4' MANHOLE (STORM)	EA	1	$ 2,850.00	$ 2,850.00
425-5-2	6' MANHOLE (STORM)	EA	1	$ 4,275.00	$ 4,275.00
425-11	DRAINAGE STRUCTURE - MODIFY EXISTING	EA	1	$ 1,350.00	$ 1,350.00
430-175-115	CONCRETE PIPE CULVERT (15" RCP)	LF	756	$ 39.50	$ 29,862.00
430-175-215	CONCRETE PIPE CULVERT (12" X 18" ERCP)	LF	632.5	$ 52.00	$ 32,890.00
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	2,933	$ 22.50	$ 65,992.50
522-1	CONCRETE SIDEWALK, 4" THICK	SY	1,015	$ 44.00	$ 44,660.00

REVISED - BID RESPONSE FORM

ROADWAY AND DRAINAGE (cont.)

Item No.	Description	Units	Quantity	Unit Price	Amount
522-2	CONCRETE SIDEWALK/DRIVEWWAY, 6" THICK	SY	1,119	$ 52.00	$ 58,188.00
527-2	ADA CURB RAMP W/DETECTABLE WARNING COMPLETE (CONCRETE BRICK PAVERS – BRICK RED COLOR)	EA	12	$ 2,750.00	$ 33,000.00
570-1-2	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,570	$ 4.50	$ 11,565.00
570-1-2B	PERFORMANCE TURF (SOD) (FLORATAM)	SY	290	$ 6.50	$ 1,885.00

SIGNING AND MARKING

700-20-11	SINGLE POST STOP/STREET SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	EA	2	$ 730.00	$ 1,460.00
711-11-123	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (10")	LF	237	$ 3.15	$ 746.55
711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")	LF	24	$ 6.50	$ 156.00
711-11-221	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (4")	LF	2,170	$ 1.45	$ 3,146.50

ROADWAY, DRAINAGE, SIGNING & MARKING SUBTOTAL: $ 564,336.05

WATER AND SEWER

Item No.	Description	Units	Quantity	Unit Price	Amount
1	DEMOLITION (REMOVE 8" SANITARY SEWER)	LF	1,000	$ 16.00	$ 16,000.00
2	8" PVC SEWER MAIN (0'-6')	LF	450	$ 28.50	$ 12,825.00
3	8" PVC SEWER MAIN (>6'-8')	LF	550	$ 30.75	$ 16,912.50
4	6" PVC SEWER SERVICE (0'-6')	EA	19	$ 2,210.00	$ 41,990.00
5	6" PVC SEWER SERVICE (6'-OVER)	EA	10	$ 2,475.00	$ 24,750.00
6	PRECAST 4' CONCRETE SANITARY MANHOLE (0-6')	EA	4	$ 3,635.00	$ 14,540.00
7	PRECAST 4' CONCRETE SANITARY MANHOLE (6'-8')	EA	1	$ 4,515.00	$ 4,515.00
8	PRECAST 4' CONCRETE CONFLICT MANHOLE & PIPING	EA	1	$ 5,605.00	$ 5,605.00

REVISED - BID RESPONSE FORM

WATER AND SEWER (Cont.)

Item No.	Description	Units	Quantity	Unit Price	Amount
9	PRECAST 6' CONCRETE CONFLICT MANHOLE & PIPING	EA	1	$ 7,715.00	$ 7,715.00
10	BAHIA SOD	SY	190	$ 5.50	$ 1,045.00
11	SEWER CONNECTIONS TO NEW MANHOLE A-541 IN WENDELL INTERSECTION	EA	1	$ 1,975.00	$ 1,975.00
12	PLUG UPSTREAM MANHOLES DURING NEW MANHOLE A-541 INSTALLATION	EA	1	$ 1,795.00	$ 1,795.00
13	MOBILIZATION/BOND (UTILITIES)	LS	1	$ 6,500.00	$ 6,500.00
14	MATERIAL TESTING (UTILITIES)	LS	1	$ 7,750.00	$ 7,750.00
15	AS-BUILTS (UTILITIES)	LS	1	$ 7,825.00	$ 7,825.00

WATER AND SANITARY SEWER SUBTOTAL: $ 171,742.50

TOTAL ROADWAY, DRAINAGE, SIGNING, STRIPING, & SEWER BID: $ 736,078.55

Add 10% Construction Contingency for potential field change orders: $ 73,607.86

TOTAL FINAL BID: $ 809,686.41

EXHIBIT "E"

SECTION 017

SUBSTITUTION SHEET

FORT PIERCE, FLORIDA

PROJECT TITLE: SOUTH 7TH STREET IMPROVEMENTS (10TH STREET TO WENDELL ROAD)

BID NO. 2019-013

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

EXHIBIT "E"

SECTION 018

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2019-013

PROJECT TITLE: SOUTH 7TH STREET IMPROVEMENTS (10TH STREET TO WENDELL ROAD)

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: PRP Construction Group, LLC

Corporate Title: President / CEO

Address: 8300 SW Springhaven Ave

Indiantown, Fl. 34956
(Zip Code)

By: Peggy Sheltra President / CEO
(Print name) (Print title)

(Authorized Signature)

Telephone: (772) 597-6923 Ext 301

Fax: ( ) NONE

State License# CGC1510570 (ATTACH COPY)

County License # 91 2017 8409.0001 (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: Certified General Contractors

Unlimited NO (yes/no)

If "NO", Limited to what trade?

END OF SECTION

EXHIBIT "E"

SECTION 019

LIST OF REFERENCES
FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

SEALED BID NO. 2019-013

PROJECT TITLE: SOUTH 7TH STREET IMPROVEMENTS (10TH STREET TO WENDELL ROAD)

OWNER'S NAME/ ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
OUA 100 SW 5th Ave Okeechobee, Fl. 34974	WHISPERING PINES IMPROVEMENTS	JOHN HAYFORD	863-763-9460 X 109
ST LUCIE COUNTY 2300 Virginia Ave. Rm. 229 Fort Pierce, FL 34982	EDWARDS RD & PO 1901505	EDMUND BAS P.E.	772-462-1707
Dickerson Fl PO BOX 910 3122 N 25th St Fort Pierce, FL 34946	Quarry Substation	Larry Dale	772-429-4446

END OF SECTION

EXHIBIT "E"

SECTION 020

E-VERIFY
FORT PIERCE, FLORIDA

SEALED BID NO. 2019-013

PROJECT TITLE: SOUTH 7TH STREET ROADWAY IMPROVEMENTS (10TH STREET TO WENDELL ROAD)

Bid No.: 2019-013

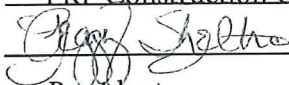
Project Description: South 7th Street Improvements (10th Street to Wendell Road)

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to this 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.

Company/Firm: PRP Construction Group, LLC

Authorized Signature: 

Title: President

Date: 4/29/19

END OF SECTION

8300 SW Springhaven Ave
Indiantown, Florida 34956
"Woman Owned Small Business"

Key Personnel Job Titles Experience Job Responsibility

Peggy Sheltra, President, *Has over 30 years of experience in owning and operating her own business and is responsible for the management of daily office activities, financial decisions, and long range planning.*

Ricky Sheltra, Vice President, Certified General Contractor, *has over 35 years of experience in the heavy construction industry and is responsible for liaison between office personnel, general superintendent and field superintendents. He is the primary contact for contractor communication and coordination of materials and equipment for roadway, underground utilities, and storm drainage construction.*

Ronnie LaRowe, Chief Estimator/Project Manager, *has over 30 years of experience in the heavy construction industry, and is responsible for all company contract bidding and estimating, as well as project management and communication.*

Travis Sheltra, Estimator/Certified Underground Utilities Contractor, *has over 9 years of experience in the heavy construction industry, and is responsible company contract bidding and estimating, as well as project management and overseas the underground utility construction.*

Jose Pendrosa, General Superintendent, *has over 13 years of experience in the construction industry, and is responsible for daily supervision of all roadways, underground utilities, storm drainage, and box culvert construction.*

Juan Pedrosa, General Superintendent, *has over 15 years of experience in the construction industry, and is responsible for daily supervision of all roadways, underground utilities, storm drainage, and box culvert construction.*

Mauricio Sedano, Superintendent, *has over 14 years of experience in all facets of utility and drainage construction, including clearing and grubbing, mainline storm drainage. He is responsible for daily supervision of roadway operations, time keeping, safety, and communication in the field.*

	A	B	C	D	E	F	G	H	I
5									
6				**PRP CONSTRUCITON**					
7				**RECENTLY COMPLETED PROJECTS**					
8									
9		GLEN VIEW EMERGENCY PO 1901505				EDWARDS RD EMERGENCY			
10		COMPLETED 2/1/19		$129,910.55		COMPLETED 12/19/18 $371,376.90			
11		ST LUCIE COUNTY		38 % GROSS COST		ST LUCIE COUNTY		50 % GROSS COST	
12		EDMUND BASS base@stlucieco.org 772-462-1707							
13									
14		WHISPERING PINES IMPROVEMENTS							
15		COMPLETED 2/25/19 $863,090.30			GROSS COST 70 %				
16		OKEECHOBEE UTILITY AUTHORITY							
17		JOHN HAYFORD jhayford@ouafl.com 863-763-9460 X 109							
18									
19		ST LUCIE LIFT STATION							
20		ST LUCIE WEST SERVICE DISTRICT							
21		COMPLETED 5/1/18 $124,528.28			GROSS COST 60%				
22		JOSH MILLER jmiller@slwsd.org 772-340-0220							
23									
24									
25		QUARRY SUBSTATIAN FPL				EMERSON RALL FPL			
26		DICKERSON FL FPL JOB GROSS COST				COMPLETED 4/2019 $247,978.00			
27		COMPLETED 3/1/19 $668,348.44					GROSS COST 75 %		
28		LARRY DALE LDale@dfifl.com 772-429-4446							
29									
30									
31									
32									
33									
34									
35									

PRP Construction

WORK ON HAND

April 22, 2019

	Est. Cost	COMPLETION DATE
PAAR- PRP	335,689.35	8/30/2019
FORT DENAUD	48,293.21	4/30/2019
AVE NOS & 4TH -PRP	994,420.10	11/30/2019
River Hammock	177,482.25	5/30/2019
Tradewinds Terrace	221,730.00	4/30/2019
FDOT T1749	59,306.10	6/15/2019
Prima Vist	243,774.00	6/30/2019
Harbor Chase	642,270.50	11/30/2019
TOTAL	2,722,965.51	

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHELTRA, RICKY M

PRP CONSTRUCTION GROUP, LLC
7600 SPRINGHAVEN ESTATES
INDIANTOWN FL 34956

LICENSE NUMBER: CGC1510570

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

City of Fort Pierce, Florida
Certificate of Competency

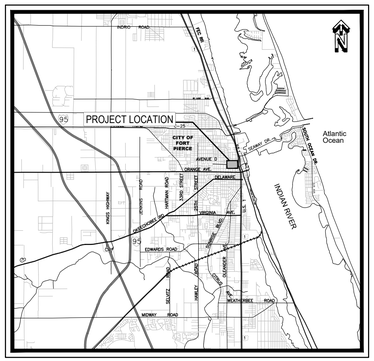
GENERAL CONTRACTOR (CERTIFIED)

Control #0045460 License # 19-00027852

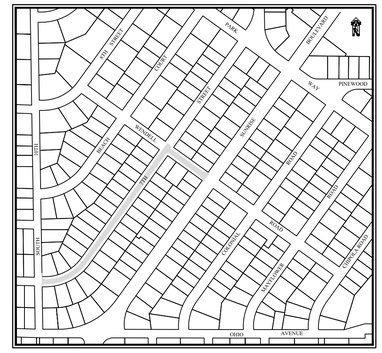
PRP CONSTRUCTION LLC
SHELTRA, RICKY MARTIN
8300 SW SPRINGHAVEN AVE
INDIANTOWN FL 34956

CITY OF FORT PIERCE

SOUTH 7TH STREET IMPROVEMENTS (10TH STREET TO WENDELL ROAD)



PROJECT LOCATION MAP



SITE LOCATION MAP

FORT PIERCE, FL
THE SUNRISE CITY

DEPARTMENT OF ENGINEERING

INDEX	
DESCRIPTION	SHEET NUMBER
COVER SHEET	1 OF 7
GENERAL NOTES	2 OF 7
7TH STREET ROADWAY PLAN	3 OF 7
7TH STREET ROADWAY PLAN	4 OF 7
7TH STREET ROADWAY PLAN	5 OF 7
DETAILS	6 OF 7
DETAILS	7 OF 7
FPUA SANITARY SEWER REPLACEMENT PLANS	1 - 4

Q:\Engineering CADD Files\Drawings\Projects\Street\07 Street\7th 10th to Parkway\7th 10th Street to Wendell Road.dwg

SOUTH 7TH STREET IMPROVEMENTS
(10TH STREET TO WENDELL ROAD)
COVER SHEET

THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:	SCALE:
MAY 2017	N.T.S.
SURVEY BY:	DRAWN BY:
C.BLACKWELDER	D.SUMNER
DESIGNED BY:	APPROVED BY:
T.TELLE	J.ANDREWS

No.	DATE	BY	REVISIONS

PROJECT No.	SHEET No.
SOUTH 7TH	1 OF 7
DRAWING No.	

GENERAL NOTES

1. Bidders, before submitting Bid, must examine the Contract Documents thoroughly, including plans, specifications and quantities and must familiarize himself/herself with the site, existing project conditions, and all federal, state and local laws, ordinances, rules, regulations and policies that may affect cost, progress or performance of the Project work required by the Contract Documents and study and carefully correlate Bidder's observations with the Contract Documents, including the contract quantities, and make written requests for interpretation to the City Engineer promptly after discovering any conflicts, errors, ambiguities or inconsistencies.

2. Quantities of work and material in the Bid Form or in the plans are approximate only and for the purpose of providing Bidder with information that he (she) may use as a general guidance for his or her own quantity take-off during computation of the unit price Bid and to provide unit prices to compute for the interim Applications for Payments, and additions/deletions to the Contract.

3. Project Superintendent: The contractor shall provide a qualified Superintendent to remain on the job site at all times when work is being performed. The Superintendent shall be present at the pre- construction meeting. The contractor shall notify the local utility company by letter prior to the preconstruction meeting appointing the Superintendent for this project including a formal resume showing qualifications.

4. Bidder or Contractor must familiarize himself (herself) with the Instructions to Bidders and General Conditions that are a part of the Contract Documents prior to the submittal of the Unit Price Bid.

5. Bidder is required, before submitting bid and prior to starting of the work, familiarize himself with utilities, easements, ect. that may affect the contract work. Though considerable effort has been made by the FPUA and the City to accurately locate existing drainage and utility lines and any appurtenances prior to design, locations, elevations, dimensions and conditions are approximate and must be confirmed prior to construction.

6. It is the responsibility of the Bidder or Contractor to verify elevations, locations and conditions prior to Bid submittal or starting of the work. Any damage to utilities, structures or services shall be repaired or replaced at the contractors expense in a manner that will be approved by the City Engineer.

7. All elevations shown on the Contract Documents are referenced to National Geodetic Vertical Datum (NGVD).

8. It is the responsibility of the Contractor to notify all utility companies two working days prior to excavation, as required by Chapter 77-153 F.S.. Contractor is responsible for the coordination of utility relocation, temporary services, or any disruption of said services.

9. Personal property including but not limited to, signs, plants, planters, driveways, shrubs, mailboxes, fences, utility line markers, poles, irrigation equipment, etc. within the limits of construction, shall be removed, replaced or relocated at the Contractor's expense, as required by the construction. Each item shall be replaced to its original condition, or better, and its original location by the Contractor. Different locations for replacements must be authorized by the City Engineer. The Contractor shall notify property owners at least seventy-two (72) hours in advance of any removal or relocation /replacement of all personal property within the limits of construction. All Trees 6" in diameter or larger are to remain unless the removal is noted on the plans or approved by the City Engineer.

10. Asphalt shall be sawcut, removed and replaced in accordance with the open cut details shown on plans. Asphalt edges shall be smooth and on a straight line.

11. Contractor must submit a "Maintenance of Traffic Plan (MOT)" in accordance with the USDOT/FHA "Manual on Uniform Traffic Control Devices" and the FDOT "Roadway and Traffic Design Standards" at the Pre-Construction Conference for the City Engineer's review and approval, prior to the start of construction. Contractor shall be responsible for the maintenance of traffic, in accordance with approved MOT, and shall maintain proper access to adjacent properties at all times during the time of the Contract.

12. All excess material, including, but not limited to, pipe, earthwork material, structures, etc., shall be the property of the City of Ft. Pierce. The City Engineer or his designee shall determine what or how much of the excess material shall be disposed of by Contractor. Cost of disposal of all excess material shall be included in the Bid.

13. Contractor shall remove and replace all pipes, culverts, structures and appurtenances damaged during construction at no expense to the City of Ft. Pierce.

14. The limits of construction shown on the approved drawings are the maximum limit for which items will be paid by the City. Any removals or replacements beyond the construction limits without the authorization of the City Engineer, shall not be paid to Contractor.

15. Two sets of As-built drawings, and one copy of a digital format disc prepared by a PLS must be submitted with the final payment request.

16. Whenever Contractor needs to remove existing storm sewers to facilitate the placement of new facilities indicated in drawings, he (she) shall replace pipes with material of reinforced concrete pipe. Replacement of storm sewers that have been disturbed must be determined jointly by the Contractor and the City Engineer. Replacement of pipe joints may be accomplished by the use of concrete collar, per FDOT Specifications.

17. In the event structures, such as inlets, catch basins, manholes, outfalls, etc. are in proximity to the storm sewer which has been removed or damaged, at least one full joint of pipe must be undisturbed prior to entering such structures. If a full undisturbed joint does not remain, Contractor shall replace the storm sewer completely to the structure at no additional cost to the City. In addition, if in replacing the storm sewer to the structure, Contractor causes the existing structures to be disturbed, cracked or otherwise deemed deficient by the City Engineer, Contractor shall be required to replace said structures at no additional cost to the City.

18. The "Trench Safety Act" shall be incorporated into this contract as enacted by the Legislature of the State of Florida to be in effect as of October 1, 1990.

19. All inlets and pipe shall be protected during construction to prevent siltation in the drainage systems by way of temporary plugs and plywood or plastic covers over the inlets. The entire drainage systems shall be cleaned of all debris prior to final acceptance. All concrete shall be a minimum 3,000 PSI.

20. All proposed elevations refer to finished grades.

21. The contractor must obtain a water use permit prior to construction dewatering unless the work qualifies for a general permit pursuant to subsection 40E-20.302(4), F.A.C.

22. All construction must comply with the City of FT. Pierce Code of Ordinances and the FDOT Roadway and Traffic Design Standards, latest edition.

23. All disturbed areas shall be sodded upon completion of grading after as-built grade elevations are approved by the Engineer.

24. Backfill to be compacted in no greater than one (1) foot lifts to the density of the undisturbed adjacent soils.

25. There is to be no off-site hauling without prior approval and all excavated material shall be used on-site.

26. A stable permanent and accessible elevation reference shall be established on or within one hundred feet (100') of all permitted discharge structures no later than the submission of the certification to the water management district. The location of the elevation reference must be note on or within the certification report.

27. Pipe culverts and storm sewers shall be constructed and installed in accordance with section 430 F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition and City of Fort Pierce Specifications.

28. Erosion control measures shall be taken by contractor during construction as per FDOT Standard Index No. 102:

A. Silt Fence shall be installed along the entire perimeter of the project adjacent to any soil disturbing activities.
B. All drainage structures are to be protected during construction as per FDOT Index Standard No. 102.
C. All fencing, grading , signing, and sodding shall be maintained during the contract life. All damaged work shall be restored at no cost to the City.

29. Contractor shall provide maintenance of traffic in accordance with FDOT Index 600 Series, MUTCD and these plans. The contractor shall maintain at all times vehicular and pedestrian access to all residences.

30. No trees are to be removed or relocated without prior approval from the City of Fort Pierce field engineer (City permit required for any tree removal).

31. Complete "As-Built" information relative to location, size and depth of new pipes, manholes, inlets, etc. Shall be accurately recorded by the contractor and submitted (signed and sealed by a Florida certified P.L.S.) to the City of Fort Pierce, Engineering Department prior to final acceptance of the work. All record information on existing utility crossings encountered during construction, including but not limited to pipes, inlets, manholes, etc. Shall be recorded by a Florida registered surveyor and shown on the record drawings. The cost of signed and sealed as-builts shall be included in overall bid and no additional compensation will be allowed.

32. All drainage pipes shall be approved by City of Fort Pierce Engineering Department. The contractor shall construct a filter fabric jacket at all proposed storm sewer joints as per FDOT Index 280. Cost of the filter fabric jacket shall be included in unit pipe costs.

33. No existing base material removed in excavation shall be reused as proposed base material.

34. Staging and material storage shall not be conducted on abutting private property without written approval from the owner. Staging and storage shall be conducted within public R/W and /or construction easements (access license agreements).

GEODETIC INFORMATION CENTER
ATTN: C-185
ROCKVILLE, MD 30852
PHONE: (301)443-8631

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER
ST. LUCIE • MARTIN COUNTIES
CALL TOLL FREE
811
NO CUTS UNDERGROUND UTILITIES
NOTIFICATION CENTER

Q:\Engineering CADD Files\Drawings\Projects\Street\07 Street\7th 10th to Parkway\7th 10th Street to Wendell Road.dwg

SOUTH 7TH STREET IMPROVEMENTS

(10TH STREET TO WENDELL ROAD)

GENERAL NOTES

THE SUNRISE CITY FORT PIERCE ENGINEERING DEPARTMENT Florida

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE: MAY 2017	SCALE: N.T.S.
SURVEY BY: C.BLACKWELDER	DRAWN BY: D.SUMNER
DESIGNED BY: T.TELLE	APPROVED BY: J.ANDREWS

No.	DATE	BY	REVISIONS

PROJECT No. SOUTH 7TH	SHEET No. 2 OF 7
DRAWING No.	

S-1
STA. 0+15, 33.00' RT
MODIFY EXISTING
CURB INLET
GRATE EL. = 19.41 (EXIST.)
I.E. WEST = 16.87 (EXIST.)
I.E. NORTH = 16.90 (CORE DRILL)

S-2
STA. 0+26, 13.5' LT
CONSTRUCT
CURB INLET TYPE P-9
FDOT INDEX No. 200, 214
GRATE EL. = 19.57
(EXIST. GUTTER FLOWLINE EL.)
I.E. SOUTH = 17.00
I.E. EAST = 17.00

S-3
STA. 1+47, 11.75' LT
CONSTRUCT
CURB INLET TYPE P-9
FDOT INDEX No. 200, 214
GRATE EL. = 19.60
I.E. WEST = 17.20
I.E. SOUTH = 17.20

S-4
STA. 1+47, 11.75' RT
CONSTRUCT
CURB INLET TYPE P-9
FDOT INDEX No. 200, 214
GRATE EL. = 19.60
I.E. NORTH = 17.30

S-5
STA. 1+47, 2.5' LT
CONSTRUCT
4' CONFLICT MANHOLE
RIM EL. = 19.82
15" RCP STORM
I.E. NORTH = 17.25
I.E. SOUTH = 17.25

EXISTING
8" SANITARY SEWER TO
BE SLEEVED PER FPUA
REQUIREMENTS
I.E. WEST = 16.18 (VERIFY)
I.E. EAST = 16.18 (VERIFY)

10TH STREET (50' R/W)

APPROXIMATE LOCATION OF BURIED AT&T CABLE

CONST. 48 LF OF 12" X 18" ERCP STORM DRAIN @ 0.21%

MATCH EXIST. PAVEMENT EL. STA. 0+14.5 LIMITS OF ROADWAY RE-CONSTRUCTION

INSTALL NEW STOP BAR AND STOP SIGN WITH CITY OF FORT PIERCE LOGO, STREET SIGN PER FDOT INDEX NO. 11860

CONST. 115 LF OF 12" X 18" ERCP STORM DRAIN @ 0.17%

CONST. CURB RAMP PER FDOT INDEX NO. 304, WARNING MATS SHALL BE TRUNCATED DOMED CONCRETE BRICKS, BRICK RED IN COLOR (TYP.)

FPUA TO RELOCATE EXIST. POWER POLE (TYP. WHERE IN CONFLICT)

CONST. SIDEWALK CONNECTION (TYP.)

CONST. 8.5 LF OF 15" RCP STORM DRAIN @ 0.59%

CONST. 5' WIDE, 4" THICK, 2500 PSI CONCRETE SIDEWALK PER DETAIL (TYP.)

CONST. 6" THICK, 2500 PSI CONCRETE DRIVEWAY PER DETAIL (TYP.)

CONST. SIDEWALK CONNECTION (TYP.)

CONST. 15 LF OF 15" RCP STORM DRAIN @ 0.33%

CONST. 2' TYPE "F" CURB AND GUTTER PER FDOT INDEX NO. 300 (TYP.)

CONST. SIDEWALK CONNECTION (TYP.)

APPROXIMATE LOCATION OF BURIED AT&T CABLE

7TH STREET (60' R/W)

MATCH STA. 5+00

HOUSE #1408
OUSE #1133
HOUSE #1127
HOUSE #1125
HOUSE #1123
HOUSE #1121
HOUSE #1134
HOUSE #1132
HOUSE #1130
HOUSE #1128
HOUSE #1126
HOUSE #1124
HOUSE #1122

LEGEND

- W — WATER MAIN
- SAN — 8" SANITARY SEWER
- Ⓢ — SANITARY MANHOLE
- +19.00 — EXISTING GRADE
- 19.00' — PROPOSED GRADE
- SD — STORM DRAIN

NOTES:
1. SANITARY MANHOLE ADJUSTMENTS SHALL BE COORDINATED WITH FPUA
2. RELOCATE MAILBOXES AS NEEDED
3. EXISTING UTILITY INFORMATION SHALL BE VERIFIED PRIOR TO CONSTRUCTION COMMENCEMENT
4. SEE TYPICAL STRIPING DETAIL FOR ROADWAY STRIPING SPECIFICATIONS

Q:\Engineering CADD Files\Drawings\Projects\Street\07 Street\7th 10th to Parkway\7th 10th Street to Wendell Road.dwg

SOUTH 7TH STREET IMPROVEMENTS

(10TH STREET TO WENDELL ROAD)

ROADWAY PLAN

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:	SCALE:
MAY 2017	1" = 20'
SURVEY BY:	DRAWN BY:
C.BLACKWELDER	D.SUMNER
DESIGNED BY:	APPROVED BY:
T.TELLE	J.ANDREWS

No.	DATE	BY	REVISIONS
1	3/15/19	DAS	REV. PER J.R.A.

PROJECT No.
SOUTH 7TH

DRAWING No.

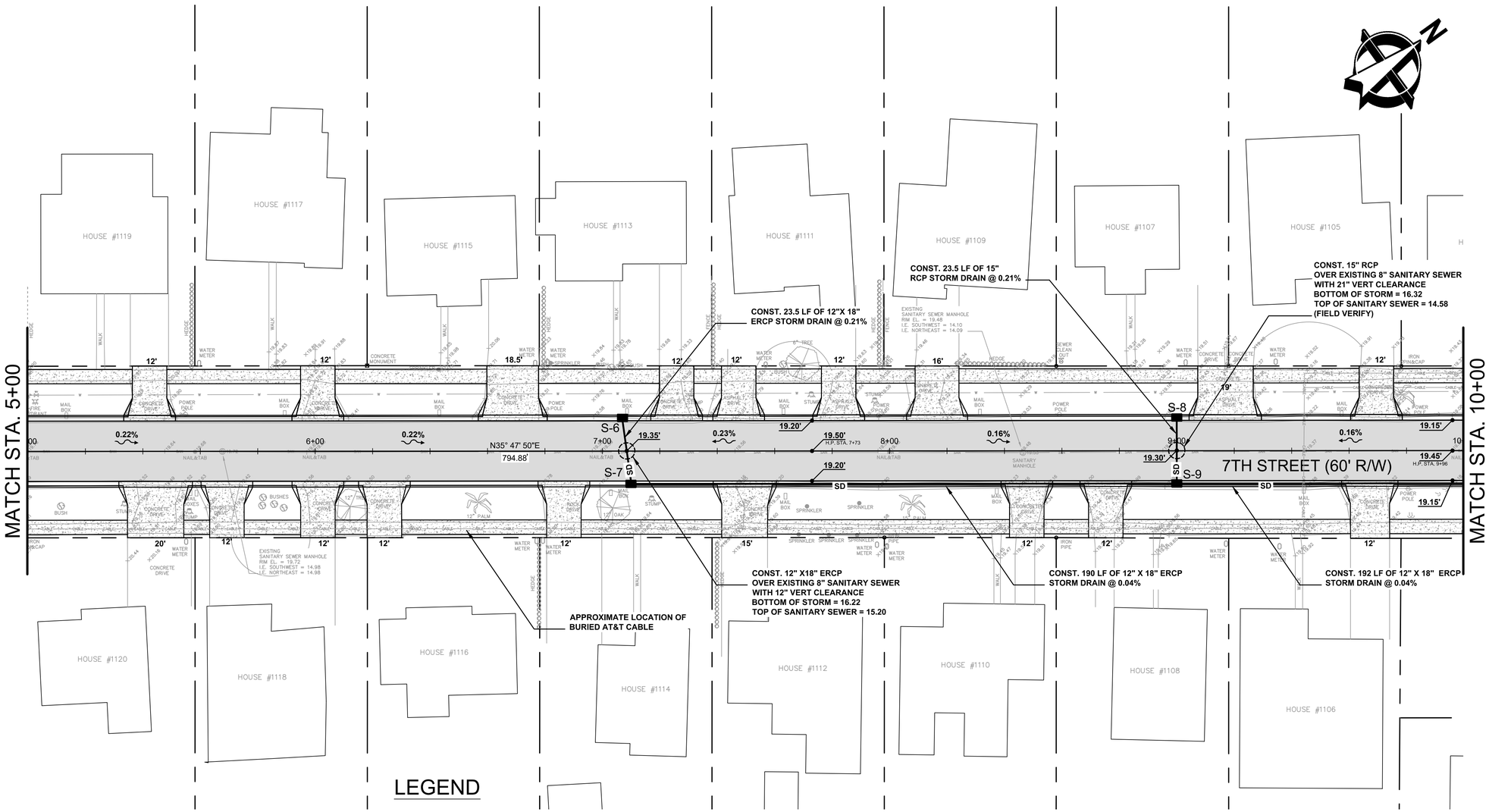
SHEET No.
3 OF 7

S-6
STA. 7+07, 11.75' LT
CONSTRUCT
CURB INLET TYPE P-9
FDOT INDEX No. 200, 214
GRATE EL. = 19.05
I.E. SOUTHEAST = 16.55

S-7
STA. 7+10, 11.75' RT
CONSTRUCT
CURB INLET TYPE P-9
FDOT INDEX No. 200, 214
GRATE EL. = 19.05
I.E. NORTHWEST = 16.50
I.E. NORTHEAST = 16.50

S-8
STA. 9+00, 11.75' LT
CONSTRUCT
CURB INLET TYPE P-9
FDOT INDEX No. 200, 214
GRATE EL. = 19.00
I.E. SOUTHEAST = 16.55

S-9
STA. 9+00, 11.75' RT
CONSTRUCT
CURB INLET TYPE P-9
FDOT INDEX No. 200, 214
GRATE EL. = 19.00
I.E. NORTHWEST = 16.50
I.E. SOUTHWEST = 16.42
I.E. NORTHEAST = 16.42



LEGEND

- W — WATER MAIN
- SAN — 8" SANITARY SEWER
- Ⓢ — SANITARY MANHOLE
- +19.00 — EXISTING GRADE
- 19.00' — PROPOSED GRADE
- SD — STORM DRAIN

NOTES:
1. SANITARY MANHOLE ADJUSTMENTS SHALL BE COORDINATED WITH FPUA
2. RELOCATE MAILBOXES AS NEEDED
3. EXISTING UTILITY INFORMATION SHALL BE VERIFIED PRIOR TO CONSTRUCTION COMMENCEMENT
4. SEE TYPICAL STRIPING DETAIL FOR ROADWAY STRIPING SPECIFICATIONS

Q:\Engineering CADD Files\Drawings\Projects\Street\07 Street\7th 10th to Parkway\7th 10th Street to Wendell Road.dwg

SOUTH 7TH STREET IMPROVEMENTS

(10TH STREET TO WENDELL ROAD)

ROADWAY PLAN

THE SUNRISE CITY
FORT PIERCE
ENGINEERING DEPARTMENT
Florida

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:	SCALE:
MAY 2017	1" = 20'
SURVEY BY:	DRAWN BY:
C.BLACKWELDER	D.SUMNER
DESIGNED BY:	APPROVED BY:
T.TELLE	J.ANDREWS

No.	DATE	BY	REVISIONS

PROJECT No.	SHEET No.
SOUTH 7TH	4 OF 7
DRAWING No.	

S-10

STA. 10+92, 11.75' LT
CONSTRUCT CURB INLET TYPE P-9
FDOT INDEX No. 200, 214
GRATE EL. = 18.90
I.E. SOUTHEAST = 16.35

S-11

STA. 10+92, 11.75' RT
CONSTRUCT CURB INLET TYPE P-9
FDOT INDEX No. 200, 214
GRATE EL. = 18.90
I.E. NORTHWEST = 16.30
I.E. SOUTHWEST = 16.35
I.E. NORTHEAST = 16.25

S-12

STA. 0+11.75, 6' LT
CONSTRUCT 4' MANHOLE
FDOT INDEX NO. 200, 201
RIM EL. = 19.60
I.E. SOUTHWEST = 16.20
I.E. SOUTHEAST = 16.20

S-13

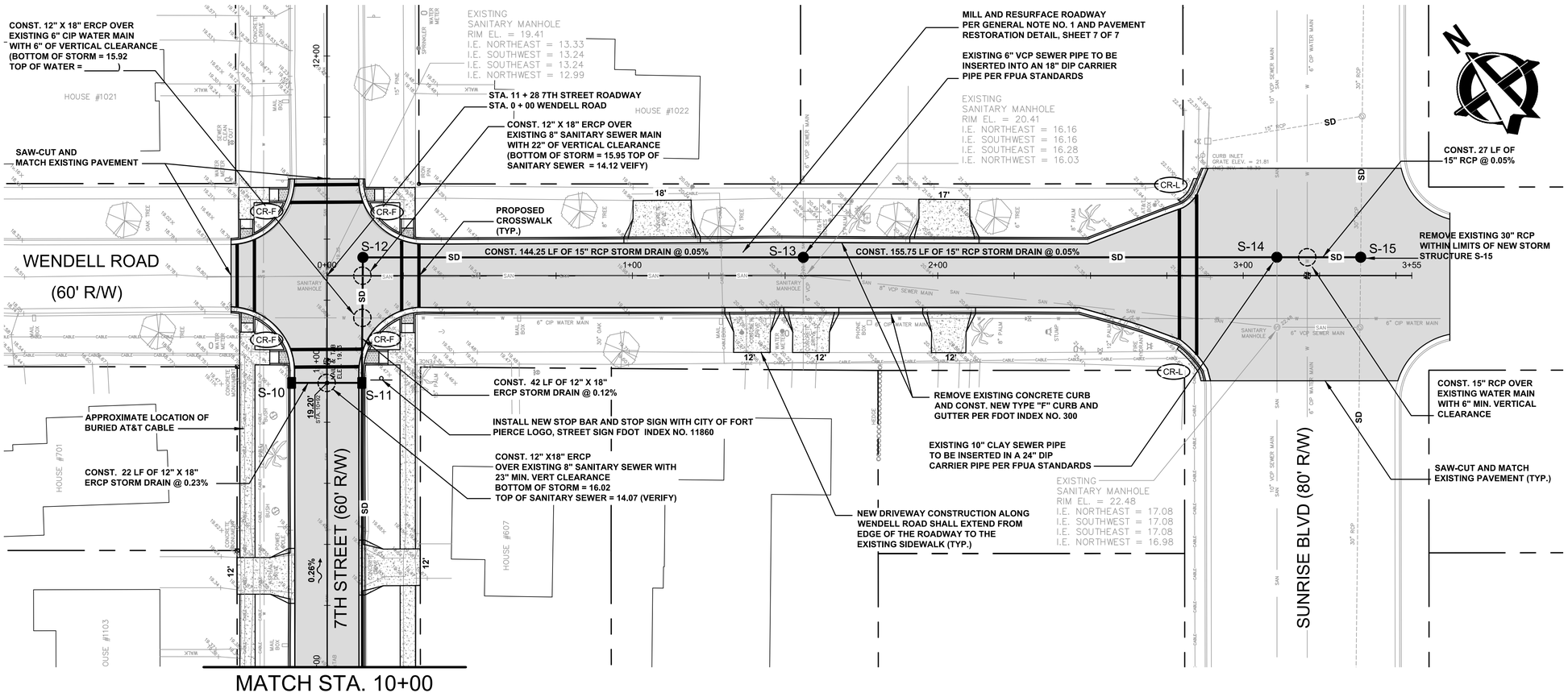
STA. 1+56, 6' LT
CONSTRUCT 4' Ø CONFLICT MANHOLE
FDOT INDEX NO. 200, 201
RIM EL. = 20.31± (MATCH EXISTING GRADE)
I.E. NORTHWEST = 16.13
I.E. SOUTHEAST = 16.13
I.E. NORTHEAST (18" DIP CASING) = 15.70±
I.E. SOUTHWEST (18" DIP CASING) = 15.70±
STRUCTURE BOTTOM EL. = 14.50

S-14

STA. 3+11, 6' LT
CONSTRUCT 5' Ø CONFLICT MANHOLE
FDOT INDEX NO. 200, 201
RIM EL. = 22.50± (MATCH EXISTING GRADE)
I.E. NORTHWEST = 16.06
I.E. SOUTHEAST = 16.06
I.E. NORTHEAST (24" DIP CASING) = 16.57±
I.E. SOUTHWEST (24" DIP CASING) = 16.57±

S-15

STA. 3+38, 6' LT
CONSTRUCT 6' Ø MANHOLE
FDOT INDEX NO. 200, 201
RIM EL. = 22.30± (MATCH EXISTING GRADE)
EXISTING I.E. NORTHEAST = 16.05 (VERIFY)
EXISTING I.E. SOUTHWEST = 16.05 (VERIFY)
I.E. NORTHWEST = 16.05



LEGEND

- W — WATER MAIN
- SAN — 8" SANITARY SEWER
- Ⓢ — SANITARY MANHOLE
- +19.00 — EXISTING GRADE
- 19.00' — PROPOSED GRADE
- SD — STORM DRAIN

GENERAL NOTES:

1. CONTRACTOR TO MILL EXISTING PAVEMENT 1" MIN. AND RESURFACE WITH 1" OF SP-9.5. CONTRACTOR TO UTILIZE LEVELING COURSE AS NEEDED TO ENSURE AND EVEN FINISHED SURFACE.
2. SANITARY MANHOLE ADJUSTMENTS SHALL BE COORDINATED WITH FPUA
3. RELOCATE MAILBOXES AS NEEDED
4. EXISTING UTILITY INFORMATION SHALL BE VERIFIED PRIOR TO CONSTRUCTION COMMENCEMENT
5. SEE TYPICAL STRIPING DETAIL FOR ROADWAY STRIPING SPECIFICATIONS

Q:\Engineering CADD Files\Drawings\Projects\Street\07 Street\7th 10th to Parkway\7th 10th Street to Wendell Road.dwg

SOUTH 7TH STREET IMPROVEMENTS

(10TH STREET TO WENDELL ROAD)

ROADWAY PLAN

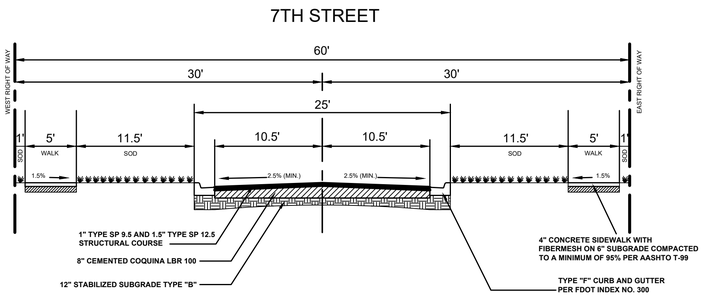
THE SUNRISE CITY FORT PIERCE ENGINEERING DEPARTMENT Florida

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

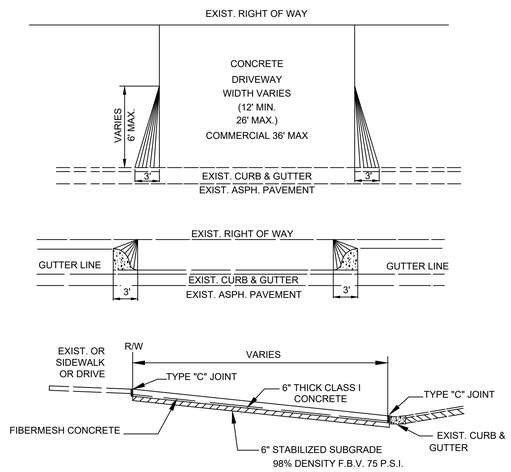
DATE:	SCALE:
MAY 2017	1" = 20'
SURVEY BY:	DRAWN BY:
C.BLACKWELDER	D.SUMNER
DESIGNED BY:	APPROVED BY:
T.TELLE	J.ANDREWS

No.	DATE	BY	REVISIONS
1	3/15/19	DAS	REV. PER J.R.A.

PROJECT No.	SHEET No.
SOUTH 7TH	5 OF 7
DRAWING No.	

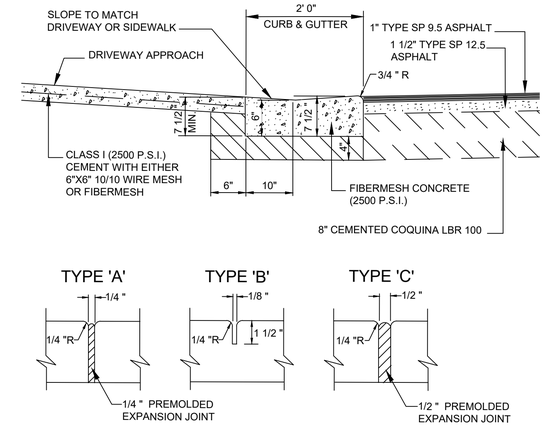


TYPICAL ROADWAY SECTION



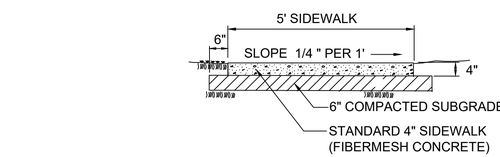
GENERAL CONSTRUCTION NOTES:
1. CONCRETE STRENGTH TO BE 2500 P.S.I. AT 28 DAYS.
2. SUBBASE TO BE 98% DENSITY - F.B.V. 75 P.S.I.
3. THE CONCRETE SHALL BE GIVEN A BROOM FINISH AND THE EDGES OF THE SIDEWALK SHALL BE FINISHED WITH A EDGING TOOL HAVING AN RADIUS OF 1/2 INCH.

DRIVEWAY DETAIL

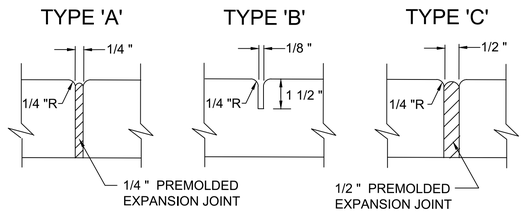


'A' At P.C. & P.T. of curves and at junction of existing and new sidewalks.
'B' 5' center to center on new sidewalks and 10' center to center on new curb and gutter
'C' Where new sidewalk abuts concrete curbs, driveway and similar structures.

CONCRETE DRIVEWAY CURB WITH JOINT DETAIL

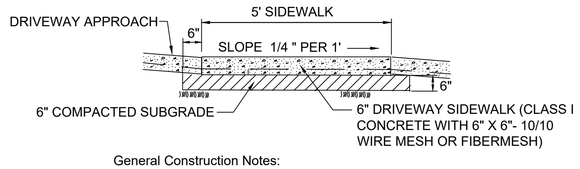


General Construction Notes:
1. Concrete strength to be 2500 P.S.I. at 28 days.
2. Tooled dummy contraction joints every 5' (Type 'B' Joints)
3. Expansion joints w/premolded filler at 100' o/c (Type 'C' Joints)
4. Subbase to be 98% Density F.B.V. 75 P.S.I.
5. The concrete shall be given a broom finish and the edges of the sidewalk shall be finished with an edging tool having a radius of 1/2 inch

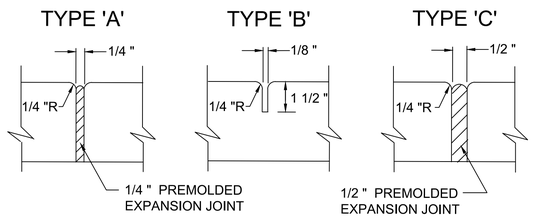


'A' At P.C. & P.T. of curves and at junction of existing and new sidewalks.
'B' 5' center to center on new sidewalks and 10' center to center on new curb and gutter
'C' Where new sidewalk abuts concrete curbs, driveway and similar structures.

TYPICAL 4" SIDEWALK DETAIL

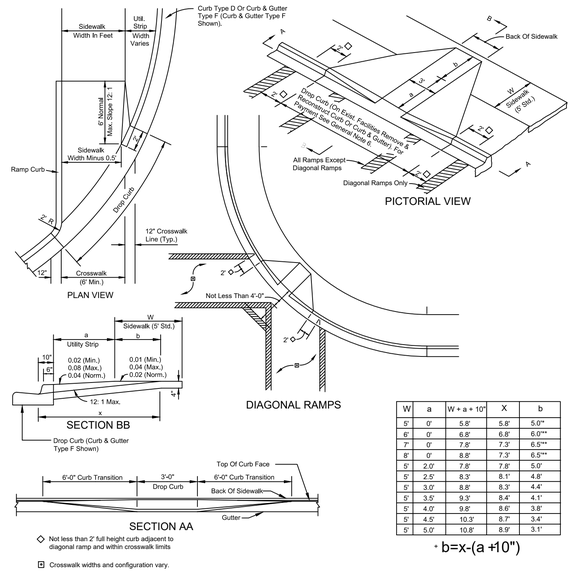


General Construction Notes:
1. Concrete strength to be 2500 P.S.I. at 28 days.
2. Tooled dummy contraction joints every 5' (Type 'B' Joints)
3. Expansion joints w/premolded filler at 100' o/c (Type 'C' Joints)
4. Subbase to be 98% Density F.B.V. 75 P.S.I.
5. The concrete shall be given a broom finish and the edges of the sidewalk shall be finished with an edging tool having a radius of 1/2 inch



'A' At P.C. & P.T. of curves and at junction of existing and new sidewalks.
'B' 5' center to center on new sidewalks and 10' center to center on new curb and gutter
'C' Where new sidewalk abuts concrete curbs, driveway and similar structures.

TYPICAL 6" SIDEWALK DETAIL



◇ Not less than 2' full height curb adjacent to diagonal ramp and within crosswalk limits

⊡ Crosswalk widths and configuration vary.

W	a	W + a + 10"	X	b
5'	0'	5.8'	5.8'	5.0"*
6'	0'	6.8'	6.8'	6.0"**
7'	0'	7.8'	7.3'	6.5"**
8'	0'	8.8'	7.3'	6.5"**
5'	2.0'	7.8'	7.8'	5.0'
5'	2.5'	8.3'	8.1'	4.8'
5'	3.0'	8.8'	8.3'	4.4'
5'	3.5'	9.3'	8.4'	4.1'
5'	4.0'	9.8'	8.6'	3.8'
5'	4.5'	10.3'	8.7'	3.4'
5'	5.0'	10.8'	8.9'	3.1'

* b=x-(a +10")

b=Distance from front edge of sidewalk to back point of 12: 1 slope.
*Back of sidewalk drop required for all sidewalk slopes.
**Back of sidewalk drop required for sidewalk slopes 0.04 and part 0.02.

NOTE: ALL WARNING MATS SHALL BE CONCRETE TRUNCATED BRICK DOMED PAVERS, BRICK RED IN COLOR

HANDICAP RAMP DETAIL

SOUTH 7TH STREET IMPROVEMENTS

(10TH STREET TO WENDELL ROAD)

DETAILS

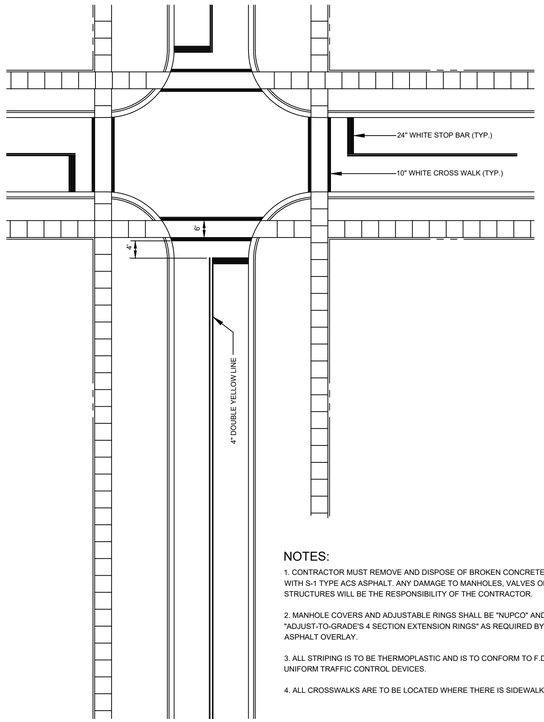
THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

DATE:	SCALE:
MAY 2017	N.T.S.
SURVEY BY: C.BLACKWELDER	DRAWN BY: D.SUMNER
DESIGNED BY: T.TELLE	APPROVED BY: J.ANDREWS

No.	DATE	BY	REVISIONS

PROJECT No.	SHEET No.
SOUTH 7TH	6 OF 7
DRAWING No.	



NOTES:

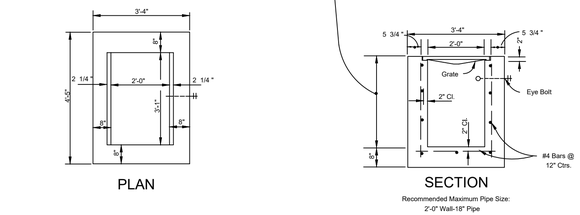
1. CONTRACTOR MUST REMOVE AND DISPOSE OF BROKEN CONCRETE COLLARS AND REPLACE WITH S-1 TYPE ACS ASPHALT. ANY DAMAGE TO MANHOLES, VALVES OR OTHER EXISTING STRUCTURES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

2. MANHOLE COVERS AND ADJUSTABLE RINGS SHALL BE "NUPCO" AND SHALL BE "ADJUST-TO-GRADE'S 4 SECTION EXTENSION RINGS" AS REQUIRED BY THE THICKNESS OF ASPHALT OVERLAY.

3. ALL STRIPING IS TO BE THERMOPLASTIC AND IS TO CONFORM TO F.D.O.T. STANDARDS AND UNIFORM TRAFFIC CONTROL DEVICES.

4. ALL CROSSWALKS ARE TO BE LOCATED WHERE THERE IS SIDEWALK ONLY.

TYPICAL STREET STRIPING DETAIL



PLAN

SECTION

Recommended Maximum Pipe Size:
2'-0" Wall-18" Pipe

GENERAL NOTES

1. These inlets are suitable for bicycle and pedestrian areas and are to be used in ditches, medians and other areas subject to infrequent traffic loadings but are not to be placed in areas subject to any heavy wheel loads.

2. Inlets subject to minimal debris should be constructed without slots. Where debris is a problem inlets should be constructed with slots. Slotted inlets located within roadway clear zones and in areas accessible to pedestrians shall have traversable slots. The traversable slot modification is not adaptable to inlet Type H. Slots may be constructed at either or both ends as shown on plans.

3. Steel grates are to be used on all inlets where bicycle traffic is anticipated. Steel grates are to be used on all inlets with traversable slots. Either cast iron or steel grates may be used on inlets without slots where bicycle traffic is not anticipated. Either cast iron or steel grates may be used on all inlets with non-traversable slots. Subject to the selection described above, when Alternate G grate is specified in the plans, either the steel grate, hot dipped galvanized after fabrication, or the cast iron grate may be used, unless the plans stipulate the particular type.

4. Recommended maximum pipe sizes shown are for concrete pipe. Pipe sizes larger than those recommended must be checked for fit.

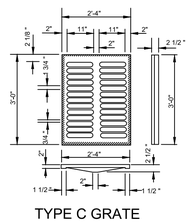
5. All exposed corners and edges of concrete are to be chamfered 3/4 ".

6. Pavement to be used on inlets without slots and inlets with non-traversable slots only when called for in the plans; but required on all traversable slot inlets. Cost to be included in contract unit price for inlets. Quantities shown are for information only.

7. Traversable slots constructed in existing inlets shall be paid for as inlets partial, and shall include the cost for slot openings, paving and any required replacement grates.

8. Sodding to be used on all inlets not located in paved areas and paid for under contract unit price for Sodding SY.

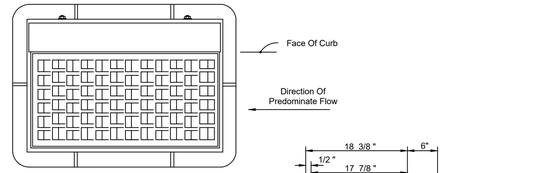
9. For supplementary details see F.D.O.T. Specifications Index No. 201.



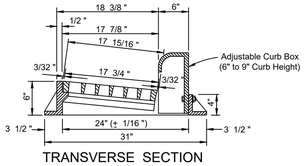
TYPE C GRATE

Approx. Weight 235 Lbs.

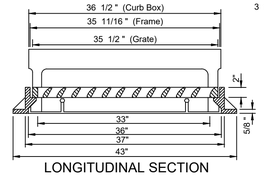
TYPE "C" INLET DETAIL



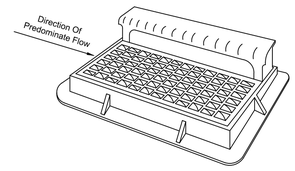
TOP VIEW



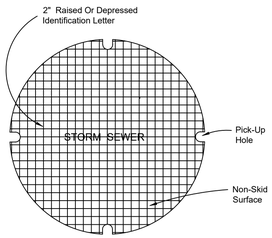
TRANSVERSE SECTION



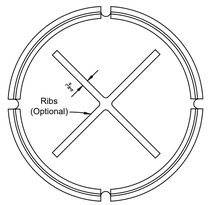
LONGITUDINAL SECTION



CURB INLET FRAME AND GRATE DETAIL



TOP VIEW



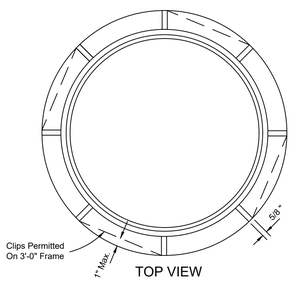
BOTTOM VIEW

WEIGHT OF CASTINGS

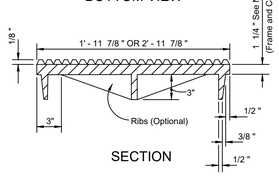
Frame Type	2' OPENING		3' OPENING			
	Frame	Cover (Std.)	Frame	2-Piece Cover		
				Cover	Ring	Total
I	126 Lbs.	212 Lbs.	220 Lbs.	212 Lbs.	250 Lbs.	462 Lbs.
II	134 Lbs.	212 Lbs.	260 Lbs.	212 Lbs.	250 Lbs.	462 Lbs.
III	98 Lbs.	212 Lbs.	220 Lbs.	212 Lbs.	250 Lbs.	462 Lbs.

NOTES (FRAMES, AND COVER)

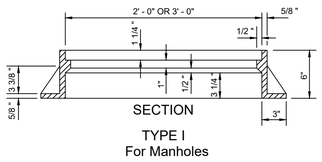
1. The 212 lb. cover is to be used for all frames Types I, II, III and the 2-Piece Cover, and is the replacement cover for all previous frames with 1 1/2 " deep seats (traffic type). The 185 lb. cover (non- traffic type), 1984 Roadway and Traffic Design Standards Index No. 201, is the replacement cover for existing frames with 1/2 " deep seats. Installation of frames with 1/2 " deep seats is not permitted. The 185 lb. covers are to be placed in existing 1/2 " deep seated frames only when specifically called for in the plans or as specifically directed by the Engineer.



TOP VIEW



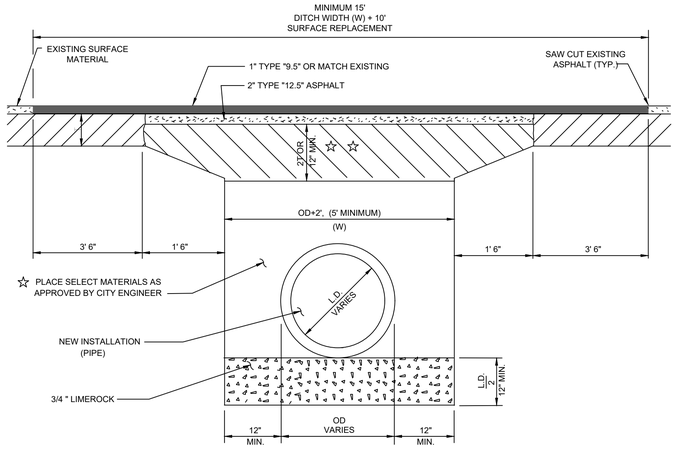
SECTION



SECTION

TYPE I
For Manholes

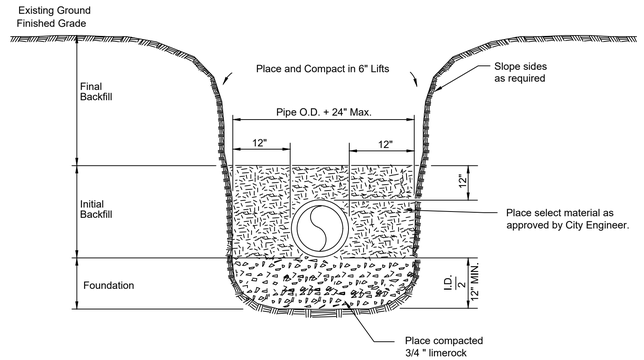
MANHOLE COVER DETAIL



☆ INITIAL BACKFILL SHALL BE PLACED TO 12" ABOVE THE PIPE IN 6" LIFTS. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-99. UPPERMOST 12" TO BE COMPACTED TO 98% OF T-99.

☆ ☆ LIMEROCK OR CRUSHED COQUINA COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-180.

PAVEMENT RESTORATION DETAIL WITH TRENCH



General Construction Notes:

1. All trenching shall comply with the requirements of the Florida Trench Safety Act.
2. Foundation - 3/4 " LIMEROCK a minimum of 12" in depth.
3. Initial backfill - The material placed to 12" above the pipe shall be placed in six inch layers and compacted with mechanical tampers to at least 95% maximum density as determined by AASHTO T-99.
4. Final Backfill - To be placed in layers not to exceed one foot in thickness and compacted with appropriate equipment to at least 95% maximum density as determined by AASHTO T-99

TYPICAL TRENCH DETAIL

SOUTH 7TH STREET IMPROVEMENTS

(10TH STREET TO WENDELL ROAD)

DETAILS

THE SUNRISE CITY
FORT PIERCE
ENGINEERING DEPARTMENT
Florida

CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING
100 NORTH U.S. 1 P.O. BOX 1480
FORT PIERCE FLORIDA, 34954

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SURVEY BY:	DRAWN BY:
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DESIGNED BY:	APPROVED BY:
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No.	DATE	BY	REVISIONS
1	3/15/19	DAS	REV. PER J.R.A.

PROJECT No.	SHEET No.
SOUTH 7TH	7 OF 7
DRAWING No.	

Q:\Engineering CADD Files\Drawings\Projects\Street\07 Street\7th 10th to Parkway\7th 10th Street to Wendell Road.dwg

CITY OF FORT PIERCE
TABULATION OF BIDS

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

BID ON:	**SOUTH 7th STREET ROADWAY IMPROVEMENTS**
BID NUMBER:	**2019-013**
DATE:	04/25/19 @ 3:00 PM
RECOMMENDED AWARD:	Pending

RESPONSE
2 of 32 = 6.25%
0 "No Bids"
Total = 6.25 %

VENDOR	BID BOND	TOTAL BID AMOUNT
PRP Construction Group, LLC Indiantown, FL	**10%**	**$809,686.41**
Johnson Davis, Inc Fort Pierce, FL	**10%**	**$1,028,943.30**

PLEASE NOTE:

- **COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.**

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

Meeting Date: 05/20/2019

Re: Approval to Submit Grant Application to Florida Division of Cultural Affairs for Sunrise Theatre

Submitted For: Sharon Engle, Interim Executive Director, Sunrise Theatre

---

SUBJECT:

Approval to submit and accept grant application to Florida Division of Cultural Affairs for Sunrise Theatre for General Operating Support Grant in the amount of $150,000 for FY 2021.

SUMMARY:

Grant applications are being accepted by the Florida of Department of Community Affairs. The deadline for submission is June 3, 2019. The City of Fort Pierce/Sunrise Theatre is eligible to apply for this grant each fiscal year, in the amount of $150,000. The Sunrise Theatre is applying for the grant to increase marketing and promotion efforts as we implement a dynamic sustanability plan designed to help bolster and expand our ability to present musical and theatrical productions throughout the 2020-2021 program year and into perpetuity.

RECOMMENDATION:

Approve request to submit grant application.

ALTERNATIVES:

Do not approve grant application.

RESPONSIBLE STAFF:

Sharon Engle, Interim Director, Sunrise Theatre
Caleta Scott, Grant Administration Manager

COORDINATED WITH:

Caleta Scott, Grants Administration Manager
Anne Satterlee, Marketing Coordinator, Sunrise Theatre

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/14/2019 12:18 PM
City Manager	Nick Mimms	05/15/2019 09:58 AM
Form Started By: Anne Satterlee		Started On: 05/14/2019 10:00 AM
Final Approval Date: 05/15/2019		

City Commission Regular Meeting **12.a.**

Meeting Date: 05/20/2019

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. SECOND 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: 05/08/2019

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 22-139~~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~~ planning director 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
- [ ] 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

- [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
POLICE DEPARTMENT
"In Honor We Serve"
Florida

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.

ST. LUCIE COUNTY FLORIDA

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

TRANSFORM YOUR HOME AND UPGRADE YOUR STORAGE

ShelfGenie®
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BBB ACCREDITED BUSINESS

TR-GFG0000696-01

City Commission Regular Meeting **12.b.**

Meeting Date: 05/20/2019

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. SECOND 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

Attachments

19-016 FINAL
Staff Report
Proposed Text Amendment (original)
Proposed Text Amendment (Planning Board)
TRC Comments
Task Force Recommendations
Draft Ordinance (original)
Draft Ordinance (Planning Board)
Proof of Publication

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: 05/08/2019

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 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 22-27(c)(1) is hereby amended so that the same shall read as follows:

(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:

(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:

(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:

(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:

(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:

(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:

(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:

(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:

(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:

(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:

(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:

(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:

(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:

(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. 22-58. - 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 over 4,000 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, as amended.

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 22-58(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 22-58(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 April 21, 2019 and May 5, 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 May 6, 2019; and was duly introduced, read by title only, and passed on second and final reading May 20, 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 20th day of May, 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.

(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.

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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.

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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.

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** 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
TREASURE COAST BUILDERS ASSOCIATION
MARTIN · ST. LUCIE · INDIAN RIVER · OKEECHOBEE

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St. Lucie EDC

ST. LUCIE COUNTY Chamber of Commerce

Building A Better Tomorrow.
TCBA
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TREASURE COAST BUILDERS ASSOCIATION
MARTIN · ST. LUCIE · INDIAN RIVER · OKEECHOBEE

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.

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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)

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)

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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First coach sold out so another coach has been added. Don't miss this opportunity to see America's Natural World Wonder and so much more.
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October 13-17, 2020 - 12-Day Mediterranean Cruise
Venice | Dubrovnik, Coatia | Kotor, Montenegro | Kerkira, Nisos Kerkira (Corfu), Greece | Naples (Pompeii), Italy | Civitavecchia (Rome), Italy | Livorno (Florence/Pisa), Italy | Monte Carlo, Monaco | Sete, France | Barcelona, Spain
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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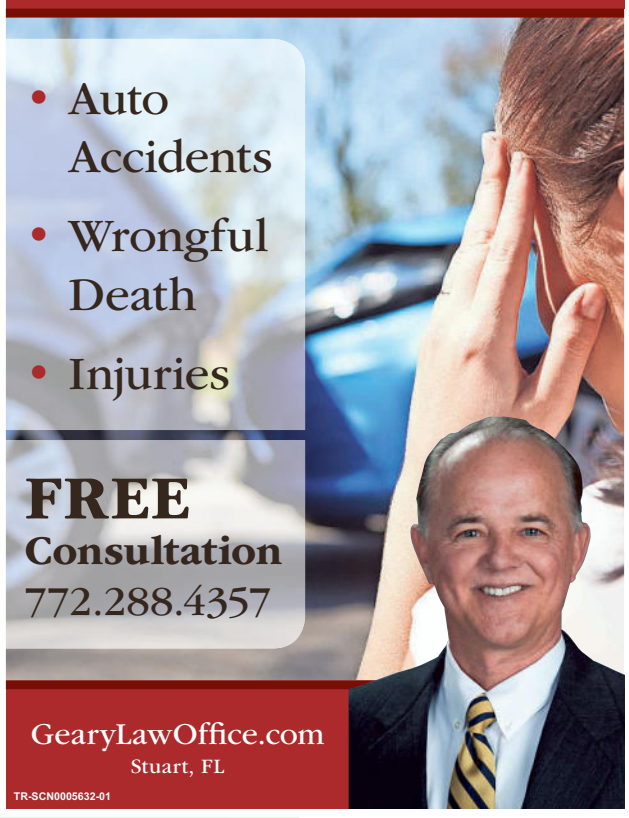
CHARLES E. GEARY, ESQ.



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
Morningside Branch Library
2410 SE Morningside Blvd, Port St. Lucie, FL 34952

- Learn how Medical Marijuana works
- Get dispensary and clinic information
- Learn how to get a Florida Registry card

FREE Medical Marijuana Patient Education Packet for all attendees

FREE ADMISSION
RSVP via MarijuanaAware.com or call 850-906-5000
TR-GCI0169300-01

City Commission Regular Meeting **13.a.**

Meeting Date: 05/20/2019

Re: Application for Consideration for Appointment to the Board of Examiners of Contractors

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Application for Consideration for Appointment to the Board of Examiners of Contractors

SUMMARY:

There is one (1) seat on the Board that is vacant, due to a resignation earlier this year. Wanda Gahn is a State-licensed contractor that has submitted an application for consideration for the vacant position. The Board shall consist of three (3) consumer representatives and six (6) licensed professionals and/or general or specialty contractors.

RECOMMENDATION:

Staff recommends the City Commission consider this application for appointment to the Board of Examiners of Contractors.

ALTERNATIVES:

Continue seeking additional applications.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Building Official

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

Gahn Application BEC

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	05/08/2019 08:35 AM
City Manager	Nick Mimms	05/13/2019 02:20 PM

Form Started By: Karen Murphy Started On: 05/07/2019 03:13 PM

Final Approval Date: 05/13/2019

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: City of Fort Pierce

Name: Wanda Gahn	Phone: 772-465-9373
Home Address: 8833 Lonesome Pine Trail., Fort Pierce, Fl. 34945 City/Zip Code:	How long at this address? 21 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Owner of Construction business	
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): High School (Fort Pierce), Classes in accounting at Indian River Com College, Trade Schools Air Conditioing, roofing, Residential and Florida Energy Rater. Florida real estate broker, classes, schools testing,	
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: Edward Roseberry	Applicant Email Address: wandagahn@aol.com
Date: 5/7/2019	Applicant's Signature Wanda Gahn

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting **13.b.**

Meeting Date: 05/20/2019

Re: Sunrise Theatre Advisory Board Reappointments

Submitted For: Sharon Engle, Interim Executive Director, Sunrise Theatre

---

SUBJECT:

Resolution 19-R20 Appointing members 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; 3 city resident seats and 3 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

19-R20
Steven Brigance - FP
Luke A. Croghan - FP
Dennis DeVivo - FP
Linda Nelson - FP

Julie Serra - FP
Gary Mariarossi FP
Marie Honore-Rigaud - SLC
Robert Bluestone - 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: 05/08/2019

RESOLUTION NO. 19-R20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT AND REAPPOINTMENT OF MEMBERS TO THE SUNRISE THEATRE ADVISORY BOARD;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Sunrise Theatre Advisory Board; said terms to commence upon adoption of this resolution as indicated below, or when a successor has been duly appointed.

NAME	**REPRESENTING**	**TERM EXPIRES**
_____	St. Lucie County	May 19, 2022
_____	St. Lucie County	May 19, 2021
_____ *(filling unexpired term of Mr. Goldman)*	St. Lucie County	November 19, 2020
_____	City of Fort Pierce	May 19, 2022
_____	City of Fort Pierce	May 19, 2022
_____ *(filling unexpired term of Ms. Echazabal)*	City of Fort Pierce	November 19, 2020
John Earnhardt	St. Lucie County Schools	May 19, 2022

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 20th day of May, 2019.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
PETER J. SWEENEY, CITY ATTORNEY

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 Lizard & Navigant 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 stints as a bond counsel. Now G.C for two west coast businesses. Reported Articles in construction industry.	
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	

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

"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 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): 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 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 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.
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CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: 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 If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☑ Yes ☐ No If yes, in what capacity? I'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 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: Insurance Professional Describe your education, background, training and knowledge – (feel free to attach a resume): 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 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: dennis@devivoassociates.com
Date: 04/29/2019	Applicant's Signature Dennis J. DeVivo

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CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Sunrise Theatre Advisory Board

Name: Linda Nelson	Phone: 772-971-7147
Home Address: 355 S. Ocean Dr. #603 City/Zip Code: Ft. Pierce, FL 34949	How long at this address? 15 yrs

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Realtor

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No
If yes, list the address and nature of said business:

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:
Coldwell Banker Paradise
221 S. Ocean Dr.
Ft Pierce FL 34949
Self employed Real Estate Broker/Associate

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):
15 years of hospitality management & tourist industry
15 years real estate

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: lindanel2001@yahoo.com

Date: May 6, 2019 Applicant's Signature Linda Nelson

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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. 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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CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: SUNRISE THEATER ADVISORY BOARD

Name: GARY MARIAROSSI	Phone: (321) 303-2058
Home Address: 2200 MARINER BAY BLVD. City/Zip Code: FT. PIERCE, FL. 34949	How long at this address? 2 YRS

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: GENERAL MANAGER - TREASURE COAST LEXUS

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: TREASURE COAST LEXUS
5121 SOUTH U.S. HWY 1
FT. PIERCE, FL. 34982

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):
MOVED TO FLORIDA IN 1983. ATTENDED THE U.S. NAVAL ACADEMY
I AM CURRENTLY THE GENERAL MANAGER AT TREASURE COAST LEXUS.
MY KNOWLEDGE IS PRIMARILY IN RUNNING SUCCESSFUL BUSINESSES. MARRIED - 33 YRS.

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☒ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address:

Date: 5/6/19 Applicant's Signature [signature]

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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 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

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CITY OF FORT PIERCE

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MAY 14 2019
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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: SUNRISE THEATRE ADVISORY BOARD

Name: ROBERT BLUESTONE	Phone: 772 979-0909
Home Address: 2218 SE MONTROSE LANE City/Zip Code: PORT ST LUCIE, FLA 34952	How long at this address? 8 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
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: FINANCE
Describe your education, background, training and knowledge – (feel free to attach a resume):

See ATTACHED

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: ROBERTBLUESTONE@MSN.COM

Date: 5/8/2019 Applicant's Signature [signature]

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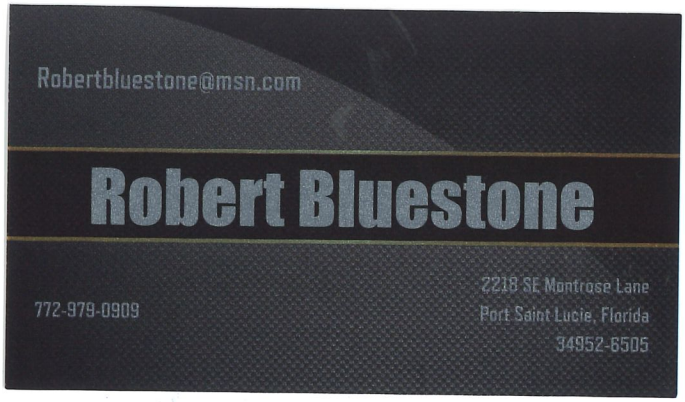
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

- Lived in St. Lucie County since 1976
- Resident of City of Port St. Lucie since 2001
- B.A. Political Science Northeastern Illinois University
- Graduate School of Banking University of Texas at Austin
- Retired (24 years) Senior Vice President, Harbor Federal Savings Bank (now PNC)
- Former City Commissioner, City of Fort Pierce
- Former Vice President FL Home Builders Association
- Former Vice President Treasure Coast Builders Association
- Former Member/Chairperson St. Lucie County Fire District Board
- Former Chairperson/Member Fort Pierce Planning and Zoning Board
- Graduate Citizens Police Academy - PSL
- Member Sandpiper Bay Homeowners Association
- Member Club Med Sandpiper
- Former Vice Commodore Pelican Yacht Club
- Life Member NRA



CITY OF FORT PIERCE

100 NORTH US HWY 1
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(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 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: Theatre Management Describe your education, background, training and knowledge in the above area(s): General/Company Manager Non-Profit Theatres and Broadway/Off-Bway Shows	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: Sunrise Theatre Advisory Board	
Have you ever been convicted of a crime? ☐ Yes ☒ No 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

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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 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): SEE ATTACHED RESUME	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: 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

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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 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: SLPS	
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: music / theatre Describe your education, background, training and knowledge in the above area(s): BA in music / community Arts organizations	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: SUNRISE TH. BOA	
Have you ever been convicted of a crime? ☐ Yes ☒ No 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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