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

CITY COMMISSION AGENDA

Regular Meeting - Monday, June 3, 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**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

6. **PROCLAMATIONS**

   a. Public Works Week Proclamation

7. **LETTERS TO COMMISSION**

   a. Email from Daniela Dreizehnter thanking Solid Waste driver, Julius Thomas for his acts of kindness shown to the children.

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. Legislative Update by State Representative Delores D. Hogan Johnson

b. Presentation by Zagster, Inc. seeking feed back on entering into a short-term agreement for a scooter share program providing multi-modal transportation services for a period of one year.

c. Parks Advisory Committee Request for Open Call for Submissions

11. **CONSENT AGENDA**

a. Approve letter of support for the Edward Byrne Memorial grant, also known as the Justice Assistance Grant (JAG).

b. Approve request to apply for, and subsequently accept, the Department of Justice, Office of Justice Programs Bullet Proof Vest grant application.

c. Approval to apply for, and subsequently accept if awarded, funding from The Office of the Florida Attorney General for Victims of Crime Assistance (VOCA) grant in the amount of $147,837.52 for FY 2019-20.

d. Approve request to reduce code enforcement lien in the amount of $5,800.00 against 3205 Boston Avenue, Ft. Pierce, FL 34950 - Parcel ID Number 2408-805-0013-000-3 owned by Pedro Moreno, 3107 Atlantic Avenue, Ft. Pierce, FL 34947 to $1,000.00 payable at or before closing.

e. Approval for Extension of Time to pay the reduced fines on 2404 Oleander Avenue, Ft. Pierce, FL 34982, Parcel ID Number 2422-604-0002-000-0 owned by Joan R. Stevenson (Est) and Evone D. McArthur, 2404 Oleander Avenue, Ft. Pierce, FL 34982. Mrs. McArthur is requesting an additional six (6) months to pay the reduced fines.

f. Approval of the contract for Demolition, Asbestos, Lead Paint Abatement, in response to RFP No. 2019-009 to L.E.B. Demolition and Consulting Contractor in the amount of $100,000.00 for an initial term of two (2) years with the option for three (3) one-year renewals.

g. Approval of Final Change Order in the amount of $3,258.75, bv C.W. Roberts Contracting, Inc. for parking improvements at Dreamland Park in conjunction with the "Wall of Remembrance" project.

h. Approval of Florida Job Growth Infrastructure Grant Agreement in the amount of $1,917,841.00 and a Memorandum of Understanding (MOU) with FPUA.

12. **PUBLIC HEARINGS**

a. Legislative Hearing - Ordinance 19-026 extending the territorial limits of the City of Fort Pierce, Florida, to include a 4.42-acre, unaddressed parcel generally located on the north side of Orange Avenue between La Jean Drive and North 39th Street in Fort Pierce, Florida. FIRST READING

b. Legislative Hearing - Ordinance 19-027 extending the territorial limits of the City of Fort Pierce, Florida, to include a 1.57-acre, unaddressed parcel generally located on the north side of Orange Avenue between La Jean Drive and North 39th Street in Fort Pierce, Florida. FIRST READING

c. Legislative Hearing - Ordinance 19-017 extending the territorial limits of the City of Fort Pierce, Florida, to include 2995 South 25th Street in Fort Pierce, Florida. FIRST READING

d. Legislative Hearing - Ordinance 19-018 extending the territorial limits of the City of Fort Pierce, Florida, to include 3076 South 25th Street in Fort Pierce, Florida. FIRST READING

e. Legislative Hearing - Ordinance 19-019 extending the territorial limits of the City of Fort Pierce, Florida, to include 3092 South 25th Street in Fort Pierce, Florida. FIRST READING

f. Legislative Hearing - Ordinance 19-020 extending the territorial limits of the City of Fort Pierce, Florida, to include 500 Ulrich Road in Fort Pierce, Florida. FIRST READING

g. Legislative Hearing - Ordinance 19-021 extending the territorial limits of the City of Fort Pierce, Florida, to include 5300 Melville Road in Fort Pierce, Florida. FIRST READING

h. Legislative Hearing - Ordinance 19-025 extending the territorial limits of the City of Fort Pierce, Florida, to include an unaddressed parcel generally located on the north side of Smallwood Avenue, approximately 355 feet east of the intersection of Smallwood Avenue and US Highway 1 in Fort Pierce, Florida. FIRST READING

i. Legislative Hearing - Ordinance 19-022 extending the territorial limits of the City of Fort Pierce, Florida, to include 160 Smallwood Avenue in Fort Pierce, Florida. FIRST READING

j. Legislative Hearing - Ordinance 19-023 extending the territorial limits of the City of Fort Pierce, Florida, to include 302 Smallwood Avenue in Fort Pierce, Florida. FIRST READING

k. Legislative Hearing - Ordinance 19-024 extending the territorial limits of the City of Fort Pierce, Florida, to include 367 Smallwood Avenue in Fort Pierce, Florida. FIRST READING

13. **CITY COMMISSION**

a. Resolution 19-R21 Appointing Wanda Gahn to the Board of Examiners of Contractors.

b. Consideration of appointment of at-large members to the Infrastructure Surtax Citizen Oversight Committee

c. Resolution 19-R22 Increasing Stormwater Management Utility Fee

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. City Manager's Report and Purchase Order Report

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

Meeting Date: 06/03/2019

Re: Public Works Week Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Public Works Week Proclamation

Attachments

Public Works Week

Form Review

Form Started By: Miriam Garcia Started On: 05/21/2019 04:37 PM

Final Approval Date: 05/29/2019

WHEREAS, Public Works infrastructure, facilities, and services are provided in our community in the form of infrastructure, facilities and services that are of vital importance to the health, safety, and wellbeing of the citizens of the City of Fort Pierce; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, could not be provided without the dedicated efforts and skill of Public Works personnel; and

WHEREAS, these individuals are responsible for maintenance, repairs and operations of streets and highways, public buildings, fleet, parks and landscaping, solid waste collections and other facilities essential to serving citizens; and

WHEREAS, it is in the public interest for citizens and civic leaders to gain knowledge of the Public Works needs and programs of this community; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff Public Works departments is materially influenced by the people's attitude and understanding of the importance of the work that they perform.

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

"NATIONAL PUBLIC WORKS WEEK"

in the City of Fort Pierce and call upon all citizens and civic organizations to join me in this worthy observance.

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 3rd day of June, 2019.

_____

MAYOR COMMISSIONER

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

Meeting Date: 06/03/2019

Re: Email from Daniela Dreizehnter

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Daniela Dreizehnter thanking Solid Waste driver, Julius Thomas for his acts of kindness shown to the children.

Attachments

Email from D. Dreizehnter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2019 11:34 AM
City Manager	Nick Mimms	05/24/2019 11:34 AM

Form Started By: Jennifer Robinson Started On: 05/22/2019 03:51 PM

Final Approval Date: 05/24/2019

From: Daniela Dreizehnter <ddreizehnter@fppd.org>
Sent: Wednesday, May 22, 2019 8:43 AM
To: Mike Reals
Subject: KUDOS

Hi Mike!

I just wanted to take a moment and send a SHOUT OUT to one of our public works guys. I don't know who he is, but I know he has an amazing heart for the kids in our community. On Monday morning I was sitting at N. 29th and Avenue D checking my emails in the parking lot of IRSC when I heard honking. I looked up and saw little kids on the playground of the daycare located right at Booker and 29th, and a city garbage truck. The driver was not only collecting the trash, but took the moment to honk the horn at the kids, much to their delight as their huge smiles and excited jumping indicated. Next thing I know, the kids were running up to the fence to get closer to the trash truck. I was super stoked to see the driver get out, walk across the street, and briefly engage with the kids with a big smile on his face. He then got back in his truck, waved, honked the horn a few more times and went back to his route.

It's the small things that make an enormous difference in the lives of our kids. I'm sure he was the talk of the day at daycare, and later at home. I just wanted to send a SHOUT OUT and kudos to the driver, whose name I don't know, so that he gets recognized for this small moment in time to make a positive impression on our city kids. I'm sure you can figure out who he is – truck 45. Please let him know not to waver and keep on keeping on – it's being noticed!

Thanks,
Dani

****** PLEASE NOTE NEW EMAIL ADDRESS – dstout@fppd.org *******

Dani Stout, MCJ | Police Officer | City of Fort Pierce
Police Department
Phone: 772.979.1488 – 920 South U.S. Highway 1 - Fort Pierce 34950

Website| Facebook| Twitter

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

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

Meeting Date: 06/03/2019

Re: Rep. Hogan Johnson

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Legislative Update by State Representative Delores D. Hogan Johnson

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2019 11:35 AM
City Manager	Nick Mimms	05/24/2019 04:56 PM

Form Started By: Jennifer Robinson Started On: 05/08/2019 04:14 PM

Final Approval Date: 05/24/2019

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

Meeting Date: 06/03/2019

Re: Electric Scooter & Bike Share

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation by Zagster, Inc. seeking feed back on entering into a short-term agreement for a scooter share program providing multi-modal transportation services for a period of one year.

Attachments

Draft Agreement

Service Overview for Scooter Share

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/29/2019 06:07 PM
City Manager	Nick Mimms	05/29/2019 06:07 PM

Form Started By: Jennifer Robinson Started On: 05/24/2019 01:10 PM

Final Approval Date: 05/29/2019

SCOOTER SHARE PROGRAM AGREEMENT

THIS SCOOTER SHARE PROGRAM AGREEMENT (this "Agreement"), effective as of the date set forth on the signature page hereto (the "Effective Date"), is entered into by the municipality named as City on the signature page hereto ("City"), and **Zagster, Inc.**, a Delaware corporation ("Zagster"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in that certain Master Services Agreement dated March 24, 2017 (the "MSA") between Zagster and St. Lucie County BOCC ("County'").

WITNESSETH:

WHEREAS, pursuant to the MSA, Zagster provides County certain bicycle sharing services (the "Bicycle Services"); and

WHEREAS, pursuant to that certain Interlocal Agreement for the Installation, Maintenance and Use of St. Lucie Transit Bicycle Share Stations dated November 7, 2017 (the "Interlocal Agreement") between County and City, City among other things (i) agreed to the installation of bicycle share stations and (ii) granted a revocable permit to County for the location of such stations;

WHEREAS, in addition to the Bicycle Services, Zagster is in the business of operating an electric scooter sharing service (collectively, the "Scooter Services") in partnership with one or more scooter providers, to be selected by Zagster in its sole discretion from time-to-time (each, a "Scooter Provider"); and

WHEREAS, City desires for Zagster to engage a Scooter Provider for the benefit of City and its residents and tourists, and to provide the Scooter Service on the terms and conditions set forth herein;

NOW, THEREFORE, for the mutual premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Zagster agree as follows:

I. Services.

a. ***Inspection and Maintenance***. During the Term (as hereinafter defined), Zagster will inspect each scooter as set forth on ***Exhibit A***, attached hereto and made a part hereof (the ***Service Details***) to perform general maintenance, inspection, cleaning and replacement thereof. Zagster will engage a Scooter Provider to provide at least the number of scooters identified as the Scooter Minimum in Service Details; provided, however, that (i) in the event that Zagster changes Scooter Providers during the term, the requirement to provide the Scooter Minimum will be suspended during the period of transition between Scooter Providers, (ii) Zagster may provide less than the Scooter Minimum through the Program during weather that is unfavorable for scooter use, in Zagster's sole discretion (including hibernation periods, if applicable), and (iii) Zagster may provide less than the Scooter Minimum through the Program if the Scooter Provider or Zagster determine in good faith that it is unsafe to deploy any scooters (*e.g.*, defects

with respect to a particular model or other condition outside of Zagster's control). The Service Details shall also set forth, at a minimum, the Scooter maximum, the hours of operation for the Service, the anticipated launch date for the Program, and any applicable service level agreements relating to pick up and recharge times.

b. ***Access***. End users will access the scooters provided by the applicable Scooter Provider either through the applicable Scooter Provider's app, the Zagster app and/or the Pace app.

c. ***Electronic Bike Share***. Zagster shall also have the exclusive right, but not the obligation, to launch an electric bicycle share within the first twelve months of launching the Program with the Customer. Customer agrees that such electric bicycle share will be granted the same access to Customer-owned property as the Program, and that the terms and conditions applicable to Scooters.

d. ***Parking Zone Decals***. In the event that the parties desire for Zagster to place decals to denote for Scooter parking zones (each, a ***Zone*** and collectively, the ***Zones***), the parties shall first mutually-agree upon the location of each such Zones and will work together on any necessary permitting or approval required for placement of such parking zone decals.

e. ***Advertisements***. Zagster may promote Sponsors, Zagster, Pace or the Scooter Provider on advertisements located on the scooters and/or the Zones.

II. Fees. Fees for the Program and the Service shall be charged by Zagster or the Scooter Provider to the end users of the Program. Such fees shall be determined by Zagster from time-to-time, in its sole discretion, and Zagster or Scooter Provider will retain all such revenue. Neither Zagster nor Scooter Provider shall charge Customer for the Program or the Service. In the event that Zagster obtain third party sponsors for the Program or any advertisements for the Program, Zagster will retain all revenue derived therefrom.

III. Exclusivity. During the Term, Zagster shall be the only scooter sharing, scooter rental provider and/or electric bike share provider with the right to use any Customer-owned property or promoted by Customer.

IV. Exclusive License to Customer Real Estate. Customer grants to Zagster and its users an exclusive, nontransferable (except pursuant to the Assignment provisions of the Bike Share Agreement), royalty-free, worldwide license to (i) secure, lock and/or park scooters on or to any legally-permissible scooter parking on Customer-owned property, including Zones, racks, corrals and sidewalks and (ii) to access Scooters parked or staged on Customer-owned property for the provision and utilization of the Program and the Services.

V. License to Customer IP. During the Term, Customer grants to Zagster a nonexclusive, nontransferable (except pursuant to the Assignment provisions of the Bike Share Agreement), royalty-free license to reproduce, display and otherwise use Customer's trademarks (***Customer IP***) solely (i) to promote the Program, (ii) to list

Customer on Zagster's customer lists and website, and (iii) in connection with the name of the Program. All use of Customer IP and any resulting goodwill shall accrue solely to the benefit of Customer. In addition to the foregoing, Customer grants Zagster an unlimited, irrevocable, perpetual, transferable, royalty-free, worldwide license to use and/or incorporate into the Program any feedback, suggestions or recommendations related thereto that Customer or its agents or employees provide to Zagster.

VI. Press Release. Zagster may issue a press release announcing the parties' relationship hereunder. Zagster will provide Customer with a copy of any proposed press release prior to issuance and Customer shall have the right to provide any comments or feedback related thereto.

VII. Term; Termination. Unless earlier terminated in accordance with this Section, this Agreement is effective as outlined in Exhibit A

Either party may terminate this Agreement (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws or (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within 30 days after written notice identifying the matter constituting the material breach. In the event that the Bike Share Agreement is terminated prior to the expiration or termination of this Agreement, the terms referenced in the Bike Share Agreement and used herein shall remain effective until the expiration or earlier termination of this Agreement.

VIII. Applicable Bike Share Agreement Terms; Amendment to Bike Share Agreement. The terms set forth in the Bike Share Agreement pertaining to Title to IP, Confidentiality, Warranty Disclaimer, Limitation of Liability, Insurance, and the General Provisions (to the extent not otherwise set forth herein) shall apply to this Agreement as if restated herein in their entirety. As additional consideration for entering into this Agreement, the parties agree to amend the Bike Share Agreement as set forth on ***Exhibit B***, attached hereto and made a part hereof.

IX. General Provisions.

a. ***Counterparts***. This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument.

b. ***Survival***. **Sections II** through **IX** shall survive the termination or expiration of this Agreement.

c. ***Entire Agreement.*** This Agreement constitutes the entire agreement, and other than the Bike Share Agreement, supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter of this Agreement. If there are any conflicts between the terms and provisions of this Agreement and the terms and provisions of the Bike Share Agreement, the terms and provisions of this Agreement shall govern and prevail.

Signatures appear on the following page

In witness whereof, the parties have executed this Agreement as of the Effective Date set forth below

CUSTOMER:

_____

By: _____
Name: _____
Title: _____
Address: _____
_____
_____

ZAGSTER:
ZAGSTER, INC.

By: _____
Name: _____
Title: _____

Effective Date:
_____

Exhibit A
Services Details

Contractual launch date of the Scooter Program at such Proposed Location (the "Launch Date")	June 1, 2019 (estimated)
Number of scooters at Launch Date, and subsequent expansion schedules	Initial launch of 325 scooters with the ability to scale to 450 to meet demand.
Additional obligations	• Zagster will work with Saint Lucie County to establish zones for scooter operation, and specific zones that will regulate speed automatically once a rider enters that zone, these zones will be reflected in the mobile app • Zagster may choose to provide virtual parking decals at mutually agreed locations. • Zagster will pick up or swap a battery, charge and perform a safety check on each scooter after it hits twenty (20%) percent battery charge, or a charge reflecting a single ride left on the scooter, as quickly as operationally and commercially feasible • Zagster will collect, charge, perform a safety check on, and redeploy each scooter in the fleet at least once a week
Initial hours of operation	7am to 9pm
Service area	Saint Lucie County limits as defined by both parties during the planning phase in advance of the launch date

Exhibit B

Amendments to Bike Share Agreement

None.

Zagster

CITY OF FORT PIERCE

MICRO-MOBILITY OPERATIONS PLATFORM

Bringing scooter share
to the community

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Zagster's plan to expand Fort Pierce's mobility impact

Expanding our bike share's impact with e-scooters



Zagster has been working with the City of Fort Pierce and St. Lucie County to operate what we believe to be one of the best small-town bike share programs in America. Currently, we operate 54 bikes at 9 locations. We have taken great pride in our relationship with the County and the City, and have worked hard to tackle things like: filling transit gaps, providing connections between the parks and beaches on Hutchinson Island and the City, recreation for residents and visitors, and putting key destinations on the map.



To build on this success and to help Fort Pierce move mobility forward, we are proposing adding e-scooter share into our fleet to extend access to more types of riders. E-scooters are used primarily for transit, which makes them a great tool for plugging transit gaps for last mile distances. It is as common to see professionals in suits riding scooters as it is recreational riders! With e-scooters communities can truly move that one-step closer towards reducing car usage.



Our proposed mobility mix for Fort Pierce



Zagster Bikes



Spin Scooters

Our scooter approach for Fort Pierce

- **A single point of contact to operate bikes and scooters**
- **Work with City to study the impact of the program on transit**
- **Engage the community to guarantee equitable access**
- **Innovate with the City to offer the best public mobility in MA!**



Spin Scooters

Spin will be our scooter brand that we offer alongside Zagster, our bike share brand. Spin will provide the mobile app, as well as the actual scooter. The end user in Fort Pierce will interact with the Spin product, but Zagster, Inc. will be the one-company operating these devices, which will provide the City with one-collaborator to make sure both the bike share and scooter share compliment the community's needs.

Overview of Spin

Zagster chose Spin as our scooter partner because we believe Spin shares the same perspective that scooter share should exist to improve city transportation and not the other way around!

- As a division of Ford Mobility, Spin is dedicated to learning from cities to improve mobility
- Spin does not launch without permission!
- Zagster is the operations expert, Spin is the scooter hardware and mobile-app expert, combined we offer an amazing experience for riders in Fort Pierce
- Zagster will own the relationship with Fort Pierce and be the sole point of contact, which will dramatically simplify communication and mobility cohesion

The Spin scooter

Features

- Up to 15.5-mile range
- Built-in GPS
- Front-tire lock when parked
- Spin Charger network charges scooters daily without docking stations
- Standing position feels intuitive and secure
- Last-mile solution when sweat or creased clothes from a bike ride present a barrier



Affordable

- $1 per ride + $0.15 per minute

Safe

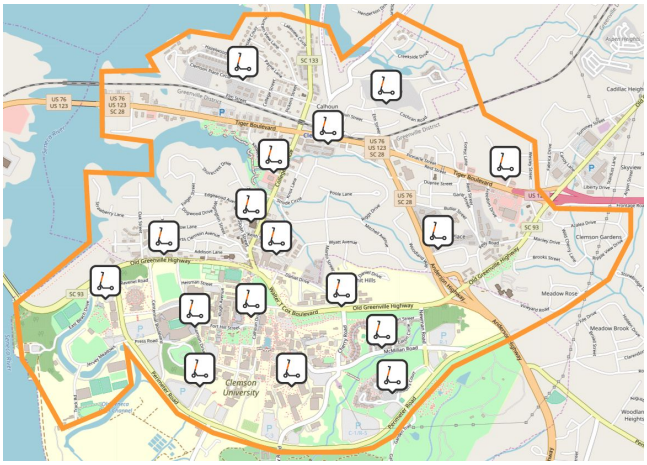
- Anti-lock brake system means fast stops with no skidding
- Aircraft grade aluminum construction
- Powerful LED front headlight
- Rear red reflector and light
- Puncture-resistant tires
- Large-diameter wheels handle road bumps
- Top speed limited to 12.4 mph

Operations Plan

Defined service area with the city

Zagster can define where the scooters can operate using geo-fencing. The GPS on each scooter will ping our satellite and operate based on the boundaries we define. We can work collaboratively with the City to set these boundaries.

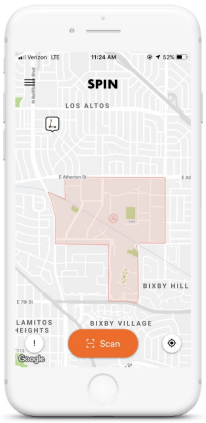
Additionally, we can work with the City to identify pre-determined locations for staging and parking scooters. This will help riders park in ways that are unobstructive.





Controlling behavior

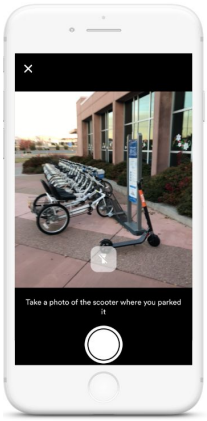
To further control how scooters operate, we can do the following things:



Notifications to riders
Once a rider enters an "off limits area," they will be sent a notification"

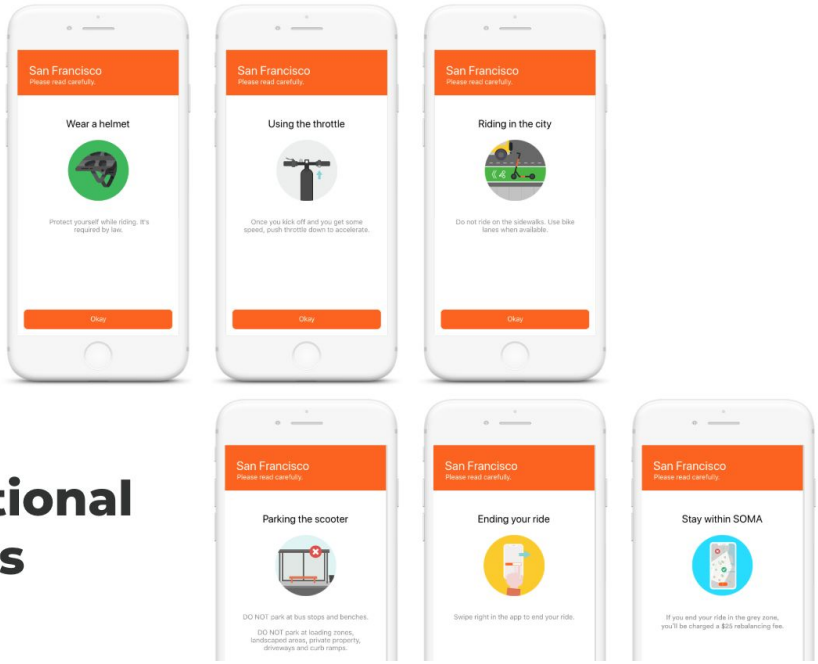
Can't end trip
If a rider tries to end their trip in an off-limits area, they will not be able to end their ride, and will be asked to return to a permitted usage area.

Slow scooter to a low speed
We also have the ability to slow the scooter to a low speed once a rider enters an off-limits area for safety purposes. However, we recommend against this option as it can cause safety issues in busy areas.



Proof of Parking Compliance
We believe the value of micro-mobility is the ability to get to unique places with precision. It's what separates scooter share from static bussing and unlocks the ability to truly bridge transit gaps. Riders are given strict guidelines for how they can park their scooter within the app if they choose to park outside of a designated zone (i.e. only park next to bike racks, in the furniture zone, or at a designated drop location). Before ending a trip, they must take a photo of their scooter to provide proof of compliance. Additionally, when a new rider checks out a scooter, they are prompted to rate the parking job of the last user. If a user incurs a poor rating, they may be suspended from using the program.

Local Educational Screen-flows
We can create custom educational screen-flows that appear in the mobile app before the rider uses the program to explain the local rules of the road.



Educational screens

Local operations

Zagster will hire local hourly-paid workers to manage the program. Unlike other companies that only hire through their app and pay workers by the piece, Zagster will establish a local organization with skin in the game that cares about responding to Fort Pierce's needs.

Cohesive team for bikes and scooters

Our team will provide cohesion for both bike share and scooter share operations and management, which will drastically improve Fort Pierce's ability to control outcomes for the community.

Daily routine

Zagster will work with the City of Fort Pierce to determine our daily operations routine. Our intent is to provide a scooter share that fits the needs of SFort Pierce and not the other way around.



Stage scooters each morning at drop-zones

Each morning, Zagster will stage scooters at pre-designated drop locations to foster cohesion and tidy operations as well as reliable pick-up locations for riders. As a note, while riders are encouraged to return scooters to designated areas, we cannot

enforce 100% compliance. Instead, we work to create designated areas in high functional areas to make it easy for riders to drop them in these locations.

Recharge scooters that hit 20% charge

Once a scooter hits 20% charge level, the Zagster operations team will collect the scooter from the field for recharging.

Respond to issues on-demand

If an issue with a scooter is reported, such as blockage of the right of way, or a damaged device, Zagster will deploy a team member to collect the scooter.

Remove scooters nightly

Zagster will establish hours of operation with the City. Typically it is from 7am to 9pm. At the end of each day, we will remove scooters completely from the field to be recharged and fixed overnight before being redeployed in the morning.

Operations manager

Zagster will hire a full-time local operations manager. The operations manager will be tasked with overseeing the local team, as well as serving as the boots-on-the-ground point person to respond to any City requests or emergencies.

Financial Impact

Funding to continue the bike share program beyond January 2020 is not secured. To help with this and assuming the Summer 2019 scooter sharing is successful and works for the City, Zagster and it's partners will financially support the bike share bikes in Fort Pierce, as long as the scooter share program is operated alongside the bike share. Below is a look at the financial impact that Zagster's scooter share program can have on Fort Pierce's bike share program in January 2020.

Number of Shared Scooters in St. Lucie County	Zagster's Annual Financial Sponsorship of Bike Share
150 shared scooters	$0.00
250 shared scooters	$63,000 (35 bike share bikes)
350 - 400 shared scooters	$90,000 (50 bike share bikes)

City Commission Regular Meeting **10.c.**

Meeting Date: 06/03/2019

Re: Parks Advisory Committee Request for Open Call for Submissions

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

SUBJECT:

Parks Advisory Committee Request for Open Call for Submissions

SUMMARY:

The Parks Advisory Committee has received a complete and suitable Naming of Public Facilities Nomination Form for the naming of the Kayak Park. The Committee request that an open call for submission be issued per the guidelines that were created by the Committee and approved by the Commission.

RECOMMENDATION:

Listen to request made 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: 2019

OTHER INFORMATION:

N/A

Attachments

Kayak Park Nomination Form

Guidelines for the Naming of Public Facilities

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2019 11:34 AM

Form Started By: Mike Reals Started On: 05/22/2019 09:29 AM

Final Approval Date: 05/24/2019

City of Fort Pierce Naming of Public Facilities Nomination Form

This Nomination Form is to establish a systematic and consistent approach for the official naming of public facilities in the City of Fort Pierce including parks, facilities, recreational areas, streets, municipal buildings, and specialized areas. The criteria for nomination are explained in the document "Guidelines for the Naming of Public Facilities".

Nominator

Name Richard Barrie Reed, II

Address, City, State, Zip 2625 South US1, Fort Pierce, Florida 34982

Phone 772-240-9784 Email RBR0969@Icloud.com

Nomination

The nominator must answer the following questions and submit this form to the City Clerk by _____

Name being nominated Sylvie Kramer Marceau

If a person:

A. Address, City, State, Zip (or former if deceased) Fort Pierce

B. Date of Death (if deceased) October 22, 2011

C. List specific years of involvement (Example - 01/10-12/17) 1991-2011

D. Identify the general area of contribution made by the nominee.
   a. (Example - Health, Education, Business, Environment, Civic, Other) Leadership and founder of Healthy Start Coallition of St. Lucie County and Kids Connected by Design, Inc.

E. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail in #1 and #2) See Attachment
   a. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

A. Summarize the reason for this nomination (more detail in #3) This is a person. However, we developed the concept, designed and constructed this park for the people of Ft. Pierce at a cost of over $300,000.00. In that capacity and knowing the contributions Sylvie mad to our community we are requesting the Kyak Park be named for Sylvie and called Sylvie Park.

1. Identify in detail the area of contribution made by the nominee and be specific – name either facilities or specialized areas. (Example - Health, Education, Business, Environment, Civic, Other).

See Attached.

2. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

See attached: Florida Senate Proclamation, Fort Pierce City Proclomation and articles and letters of support and endorcement and as far as monetary contributions, We paid for the park.

3. Describe in detail why the name being nominated is related to this facility, including any background, details, or other relevant information.

Geographically, Sylvie's Office was four blocks from the Kayak Park and her home on Inidan River Drive was located just down the street. Further, the programs she provided served more than 16,500 area children and families yearly. These recipients the babies and children are now of age to utilize the park. Sylvie's programs saved lives while also reducing taxpayers cost for the service provided to our community. We request that the park we built be named in honor of Sylvie's commitment to Fort Pierce and Saint Lucie County.

Signature of Nominator _____

Return the completed forms by email or mail to:

Email: lcox@city-ftpierce.com

Mail: Linda Cox, City Clerk, City of Fort Pierce, 100 N US Highway 1, Fort Pierce, FL 34950


Casinos Hate When You Do This, But This Is Not Cheating

Obituary

Sylvie Kramer Marceau

SYLVIE KRAMER MARCEAU On Thursday October 20th, Sylvie Kramer Marceau lost a ten year battle with lymphoma. Sylvie is survived by her son Marc Malloy, his wife Sandi, granddaughter Devon, her sister Line. Sylvie was preceded in death by her parents Maurice and Irene Lebaube; in 1968 she lost her second son James Anthony Malloy to sudden infant death syndrome; he was 6 months old. That event changed her life forever; Sylvie turned grief and tragedy into source of unstoppable energy - she worked tirelessly because she wanted no woman to suffer the tragic loss of a child; and she felt that every child deserved a healthy start and every mother the joy of having a healthy baby. Sylvie always said that she made entrances, not exits; she specifically asked that there be no services, or gatherings. But for her statement, she made a beautiful and peaceful exit on that Thursday. That day began with a dawn unparalleled to any other before. It was a day that she would have described as "Chamber of Commerce weather" - blue skies, gentle breezes, and ocean colors that could never be captured on a pallet. Many of those that Sylvie loved the most had come to visit her in her final days, and too many to list. But a few were fortunate to be there at the final moment; Rick Reed, who she always considered the brother she never had. Christine Epps and Jackie Copeland, two women that were like daughters to Sylvie, and her son. Sylvie was born just outside Paris France; she was raised in Paris and personified all that is French - class, style, confidence, and joie de vivre. She came to the States as the wife of an American serviceman. Sylvie's higher level education began at the University of Cincinnati; she transferred to Xavier University where she completed her bachelors of science and masters degree in business. Her marriage ended after 20 years; and shortly after that she began a journey that would eventually lead her to Florida and St. Lucie County. In 1991 as a faculty member of USF, College of Public Health, Sylvie was charged to examine the delivery of health services to pregnant women and infants. She

AGENCY GETS GRANT TO BATTLE HIV

By Jason Geary Fort Pierce Tribune
SOUTH FLORIDA SUN-SENTINEL

JULY 10, 2004 | FORT PIERCE

Sylvie Kramer has seen children -- some barely teenagers and some just babies -- facing the harsh realities of HIV infection.

The disease can spread any number of ways throughout an entire family, she said.

"It is our hope that we can remove the stigma and the silence," said Kramer, who runs St. Lucie County's Healthy Start and Healthy Families programs.

Last month, Kramer's organization, Kids Connected by Design, was chosen to spend a $370,000 grant to combat HIV infection among young women from the Centers for Disease Control and Prevention.

The local maternal and child health organization was one of 142 agencies selected nationwide for these renewable grants, which together totaled about $49 million, said Jessica Frickey, a CDC spokeswoman.

"Over the next five years, it's going to mean at least $1.75 million to St. Lucie County to do some prevention," Kramer said.

The majority will be spent in Fort Pierce, which has been battling infections and coming to grips with an HIV/AIDS epidemic, Kramer said.

Kramer's staff is monitoring 51 babies born to HIV-positive mothers in the county for 18 months to determine if they've contracted the disease.

Florida ranks third nationwide in the number of recorded AIDS cases, which totaled 95,141 from the mid-1980s through 2003, according to the state's Department of Health.

Last year, St. Lucie County was ranked ninth statewide in number of AIDS cases, the department stated.

The CDC funding will identify high-risk women and emphasize prevention.

"Our focus is going to be women of child-bearing age -- 10 to 45 years old," Kramer said. "Most people

twitch when I say 10. But you have girls 10 to 14 sexually active.

"Once we've identified that this woman is an accident waiting to happen, we want to do intensive case management to redirect her behavior," she said.

Jason Geary can be reached at jason.geary@scripps.com.

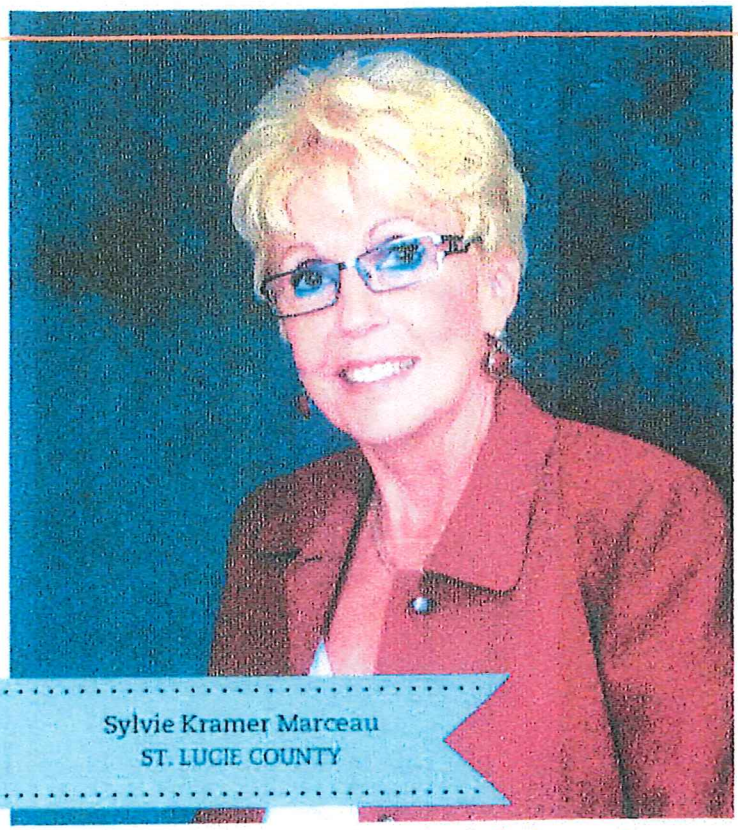
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This article is related to: HIV - AIDS

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Weaving a Story of Grief into a Passion for Infant Health

By Arlease Hall, Public Information Officer, Community Relations Director, St. Lucie County



Sylvie Kramer Marceau
ST. LUCIE COUNTY

Sylvie Kramer Marceau was born just outside Paris, France. She was raised in Paris and personified all the well-known qualities of French culture: class, style, confidence and joie de vivre (joy of living). She came to the United States as the wife of an American serviceman. In 1968, Marceau lost her second son to sudden infant death syndrome, then known as crib death, when he was only six months old. This event changed her life forever. Marceau turned grief and tragedy into a source of unstoppable energy. She worked tirelessly because she did not want any woman to suffer the tragic loss of a child. Marceau felt that every child deserved a healthy start and every mother the joy of having a healthy baby.

In 1991, as a faculty member at the University of South Florida, College of Public Health, Marceau examined the delivery of health services to pregnant women and infants. She did not like what she saw—poor outcomes, poor access to care and high rates of infant morbidity and mortality. In 1992, Marceau moved to St. Lucie County from Clearwater to develop and implement a program establishing a more efficient and effective obstetrics delivery system. The new program increased the level and quality of care for moms and babies, saving the county millions of dollars.

"I had numerous conversations with Sylvie and her passion was to stop the babies from dying **.... Yes, she left a legacy!"**

—Rufus "Butch" Alexander, Fort Pierce City Commissioner

In 2000, Marceau founded the Healthy Start Coalition of St. Lucie County and Kids Connected by Design (KCBD), an umbrella organization that tied together three organizations involved with the care of women, babies and children: the Healthy Start Coalition, Healthy Families and Healthy Kids. Through these programs, Marceau transformed the county's maternal and child health system of care. Access to pre-natal care increased, teen births dropped significantly and mother-to-baby transmission of HIV dropped from 30 percent to zero. Infant mortality rates dropped from a high of 11.7 percent in 1993 to 4.7 percent in 2011.

Marceau passed away in 2011, but her legacy lives on through the work of 15 programs operating under the KCBD umbrella. These programs serve over 16,500 children and families a year.

"I had numerous conversations with Sylvie and her passion was to stop the babies from dying," Fort Pierce City Commissioner Rufus "Butch" Alexander, a third-generation funeral home director said. "It was not until she put a quality system of care in place that I stopped burying the babies. Yes, she left a legacy!"

WHEREAS, the American Public Health Association brings together communities across the United States to observe National Public Health Week during the first full week in April of each year; and

WHEREAS, Sylvie Kramer Marceau is being recognized as a Public Health Hero for her passion and leadership that transformed a maternal child health system for moms and their babies in the City of Fort Pierce; and

WHEREAS, Sylvie Marceau began her work in St. Lucie County as a faculty member in 1991 through the University of South Florida's College of Public Health; and

WHEREAS, after examining the delivery of health services by Sylvie Marceau to pregnant women and infants with poor outcomes, poor access to care and high rates of infant mortality, an effective and efficient obstetric delivery system was implemented; and

WHEREAS, in 2000, Sylvie Marceau founded the Healthy Start Coalition of St. Lucie County and Kids Connected by Design, an umbrella organization that tied together three organizations which included the Healthy Start Coalition, Healthy Families and Healthy Kids; and

WHEREAS, due to Sylvie Marceau's efforts, access to pre-natal care was increased, teen births dropped significantly and transmission of HIV from mother-to-baby dropped from 30% to 0%, the infant mortality rates also dropped from a high of 11.7% in 1993 to 4.7% in 2011; and

WHEREAS, Sylvie Kramer Marceau passed away in 2011, but her legacy lives on through the work of 15 programs serving over 16,500 children and families per year which operate under the umbrella of Kids Connected by Design.

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

Sylvie Kramer Marceau

in recognition of her outstanding and dedicated service to the City of Fort Pierce.

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 7th day of April, 2014.

_____

MAYOR/COMMISSIONER

LOCAL NEWS

State Senate panel OKs KidCare revisions

By Michael Peltier
Posted: March 15, 2007

0

Florida's program to provide health care for uninsured children got a major face-lift Wednesday after a Senate committee voted to streamline administration and bolster outreach efforts that affect thousands of kids along the Treasure Coast.

Prompted by mounting complaints that the system is difficult to access, members of the Senate Health Policy Committee voted unanimously to make fundamental changes to the state's KidCare program, which now insures about 1.4 million children under the age of 19.

Administration of the program is split among four agencies, which has led to confusion by many eligible parents who fail to work through the labyrinth of applications and offices to find where their child fits.

"This is a vast improvement of the program both from a structural standpoint and from a substantive standpoint," said. Sen. Burt Saunders, R-Naples, and a member of the committee who helped make early changes to the KidCare program during the late 1990s.

Under the Senate plan, all KidCare applications would be processed out of a single agency located within the state Department of Health. Billing and administration would be handled by the Agency for Health Care Administration.

The Senate plan allows families of special needs kids to purchase insurance on a sliding scale if their income is above the 200 percent

threshold and allows state employees and legal immigrants to participate.

The proposal reduces from six months to 60 days the period a family needs to be without private insurance coverage to be eligible for the program and lists special exceptions to the 60-day rule:

Other provisions in the Senate plan:

• Allow a 60-day period for nonpayment before benefit is cut off.

• Allow continuous applications throughout the year instead of enrollment periods.

• Expand eligibility of coverage from five months to a year for Medicaid recipients younger than 19.

"We certainly would be grateful for anything that does away with the systematic barriers that our families have been forced to deal with for way too long," said Sylvie Kramer, CEO of Kids Connected by Design, a Fort Pierce-based group that manages children's programs in St. Lucie County.

Speaking to committee members Wednesday, Kramer said provisions expanding the program to pregnant women who make 200 percent of the poverty level will have a tremendous impact in further reducing infant mortality rates for working women who too often have no other insurance options available to them.

"A lot of women are working in service industries which do not often offer health care," Kramer said.

The House has yet to produce a written plan but generally backs streamlining the program. The Senate version now travels to the Senate Health Care Appropriations Committee.

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NEWS COLUMNISTS

Anthony Westbury: We'll miss the tall blonde in heels who was always right

By Anthony Westbury of TCPalm
Posted: Nov. 02, 2011

0

I first noticed Sylvie Kramer many years ago at a Coffee with the Mayor in Fort Pierce.

Statuesque, blonde and striking, the sophisticated lady with the model looks was even more interesting when she opened her mouth. Her slight Midwestern drawl was offset by traces of a European accent.

Sylvie Kramer (later Marceau) died Oct. 22 after a decade-long battle with cancer. She'll be long remembered for her groundbreaking work with infants and mothers through the Kids Connected by Design agency she founded, and by the way she did it.

Sylvie was recruited to St. Lucie in the early 1990s to overhaul the county's then-deplorable infant mortality rate.

As she was fond of reminding all of us, St. Lucie's rates were more than twice as high as the state average when she first arrived.

Over the next decade, Sylvie was able to radically reduce the number of children dying before their first birthday, so much so that St. Lucie's rate ended up significantly lower than the Florida average.

Sylvie achieved that, she said, through "Education, education, education."

True, but mostly it was "Sylvie, Sylvie, Sylvie."

While she was relentless about telling everyone in St. Lucie County about the importance of supporting programs that included educating Latino moms and ensuring their daughters got good sex education advice, Sylvie also was well-known in Tallahassee.

For years, she fought like a tigress to improve the flow of state money to pay for all those outreach efforts.

Sylvie would frequently take off to Tallahassee to buttonhole a few politicians in person.

Children's Services Council Executive Director Sean Boyle recalled one such trip to lobby the chairman of the Senate health appropriations committee.

"We all had our presentations rehearsed," Boyle said. "Sylvie kicked things off and immediately went on the attack. She reminded the senator how his own county was getting much more money per child than we did in St. Lucie, and how they were doing a rotten job of spending it."

Abruptly, the senator stood up and left the room. The meeting was over before it had started.

I reminded former state Senate President Ken Pruitt of that confrontation. He'd set up the meeting and laughed when I described Sylvie's attacking style.

"Maybe that's why he never spoke to me again?" Pruitt said, chuckling.

Pruitt remembered being on the receiving end of Sylvie's "dressing downs" many times.

"But you couldn't get angry with her because she always had her facts right," he said. "(She left me) stammering and stuttering many times because I never had a comeback. Yet she never got personal. She was the only person who'd dress me down in such a way that made you think critically. You knew she was right."

Yet while Sylvie knew all the movers and shakers, she also embraced

being an outsider.

For one, she wore her native French-ness like Joan of Arc's suit of armor.

"Yes, she was always telling us how much better they do things in France," Boyle recalled.

Sylvie ran for Fort Pierce mayor in 2001 and later worked with mayoral candidate Rick Reed in 2004. She wasn't shy about telling everyone that the city's good-old-boy system of politics needed a major shake-up, and that she was just the outsider to do it.

Sylvie unquestionably left the world a better place than she found it, both Pruitt and Florida Department of Children & Families Circuit 19 Administrator Vern Melvin agreed.

"Sylvie was as passionate as she was compassionate," Melvin said. "She was one of the most colorful characters I've ever encountered in my years in social services. Agree or disagree with her, she would not be ignored.

"Friends are families that we choose for ourselves," Melvin went on, "and I considered Sylvie a very close family member."

Colorful, exotic, always opinionated — and always right — we're certainly going to miss Sylvie Kramer Marceau.

And even though they may not realize it, so are the thousands of St. Lucie County children who are alive today because of her untiring advocacy.

Anthony Westbury is a columnist for Scripps Treasure Coast Newspapers. This column reflects his opinion. For more on St. Lucie County topics, follow his blog at tcpalm.com/westbury. Contact him at 772-409-1320 or anthony.westbury@scripps.com.



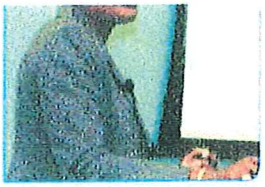
About Anthony Westbury

Anthony Westbury is an opinion columnist who covers St. Lucie County for Treasure Coast Newspapers. Anthony is a member of the Treasure Coast Newspapers Editorial Board.

anthony.westbury@tcpalm.... 772-221-4220

5:33

stlucie.floridahealth.gov/programs-and
stlucie.floridahealth.gov



health department to speak to community leaders about Louisville's public health approach to address community violence. A local movement coined "Restoring the Village" by Representative Larry Lee Jr., was created to reduce the violence by addressing the root causes that undermine the health and safety of our youth.



County Commissioner Kim Johnson and Health Department Assistant Director Clint Sperber (photo far right) listen intently as Nesbitt explains Louisville's plan. Unintentional injury is the leading cause of death for children in St. Lucie. A community taskforce is beginning to address the social determinants that impact child safety issues.



PUBLIC HEALTH **PREPAREDNESS**

Preparedness is a continuous cycle of planning, training, exercising and evaluating progress through successful partnerships between government and non-government agencies and the citizens of St. Lucie County.

Savanna Club Disaster Exercise

REMEMBERING OUR HERO

SYLVIE KRAMER MARCEAU



Leaves Lasting Legacy—During her tenure in St. Lucie County (SLC), Sylvie successfully advocated and championed better prenatal care; decreased teen births; improved pregnancy outcomes; reduced prenatal HIV transmission to **ZERO**; and saved St. Lucie County millions of dollars. Sylvie was selected as the county's first Public Health Hero.

A Florida Senator's Proclamation

By Senator Negron

. . . . . .

A Proclamation recognizing the late Sylvie Marceau for her dedication to the well-being of children and families in St. Lucie County and statewide and recognizing January 30, 2012, as a day of remembrance of her extraordinary life.

WHEREAS, Sylvie Marceau began her work in the field of maternal and child health in St. Lucie County in 1991 as a faculty member of the University of South Florida, College of Public Health, where she was assigned to the St. Lucie County Health Department, and

WHEREAS, from 1991-1994, Sylvie Marceau provided technical assistance and assessment in the area of maternal and child health, implementing an effective and efficient countywide obstetric delivery system, while substantially reducing costs to St. Lucie County, and

WHEREAS, in 1994, Sylvie Marceau founded the Healthy Start Coalition of St. Lucie County, and, in 2000, she founded Kids Connected By Design, which provides support and funding to 15 programs that annually serve more than 16,500 area children and families, and

WHEREAS, through the Healthy Start Coalition of St. Lucie County and her nonprofit organization Kids Connected By Design, Sylvie Marceau accomplished extraordinary outcomes in maternal and child health that many thought were not possible, and

WHEREAS, Sylvie Marceau tenaciously provided leadership statewide for the well-being of Florida's most vulnerable citizens and established a system of care that has removed barriers for services to pregnant women and babies, and

WHEREAS, under the inspired leadership of Sylvie Marceau, the Healthy Start Coalition of St. Lucie County made tremendous gains in infant and child health, with infant and prenatal screening rates that are significantly higher than the statewide average, along with a significant reduction in the percentage of babies born to teenage moms age 18 or younger, and elimination of known mother-to-baby transmission of HIV for the last 3 years, down from a 30 percent infection rate in the early 1990s, and

WHEREAS, Sylvie Marceau actively led and served on a host of committees and boards that work toward improving quality of life in our community, including the Florida Association of Healthy Start Coalitions, the Healthy Families Florida Roundtable of St. Lucie County, the Shared Service Alliance of the Treasure Coast, the Early Learning Coalition, and the Treasure Coast Coordination Coalition, and

WHEREAS, Sylvie Marceau was a visionary, known for her forward thinking and legendary drive, whose energy, intelligence, creativeness, and no-nonsense approach not only improved the lives of women and children in St. Lucie County, but saved lives, and

WHEREAS, with the passing of Sylvie Marceau, St. Lucie County, the Treasure Coast, and this state recently lost one of their strongest advocates for mothers, babies, and families, NOW, THEREFORE,

I, Senator Joe Negron, of Florida Senate District 28, do hereby recognize the late Sylvie Marceau for her life-long dedication to the well-being of children and families in St. Lucie County and statewide, and recognize January 30, 2012, as a day of remembrance of her extraordinary life.

. . . . . .



Senator Joe Negron
Senate District 28

GUIDELINES FOR THE NAMING OF PUBLIC FACILITIES

City of Fort Pierce, Florida

Purpose

The purpose of these guidelines is to establish a systematic and consistent approach for the official naming of public facilities in the City of Fort Pierce, including parks, facilities, recreational areas, streets, municipal buildings, and specialized areas.

Objectives

- Ensure that parks, facilities, recreational areas, streets, municipal buildings, and specialized areas are easily identified and located.
- Ensure that given names to parks, facilities, recreational areas, streets, municipal buildings, and specialized areas are consistent with the values and character of the area or neighborhood served.
- Encourage public participation in the naming, renaming, and dedication of parks, facilities, recreational areas, streets, municipal buildings, and specialized areas.
- Encourage the dedication of lands, facilities, or donations by individuals and/or groups.
- Advance the reputation of the City as well as increase the understanding and public support for its programs.

Criteria

The practice of the City of Fort Pierce is to name parks, recreation areas, facilities, streets, municipal buildings, and specialized areas through an adopted process utilizing the above objectives, emphasizing community values and character, local and national history, geography, the environment, civics, and service to the City of Fort Pierce. Therefore, the following criteria shall be used in determining the appropriateness of the naming designation:

- Neighborhood, geographic, or common usage identification;
- A historical figure, place, event, or other instance of historical or cultural significance;
- National, state, and local leaders or heroes, both past and present;
- Natural or geographical features, such as plant materials, streams, rivers, lakes, and creeks;
- An individual, living or deceased [a] who has made a significant land and/or monetary contribution to the park, recreation area, facility, or municipal building, or [b] who has had the contribution made “In Memoriam” and when the name has been stipulated as a condition of the donation;
- An individual, living or deceased, who has contributed outstanding civic service to the City;

Facilities, specialized areas, or amenities may have a name different from that of the larger park, recreation area, facility, or municipal building.

When feasible, the process to name parks, recreation areas, facilities, streets, municipal buildings, and specialized areas should begin within twelve (12) months after the City has acquired title to the land and/or formally accepted the dedication.

Names that are similar to existing parks, recreation areas, facilities, streets, municipal buildings, and specialized areas should not be considered in order to minimize confusion.

Renaming

The City reserves the right to change the name of a park, recreation area, facility, street, municipal building, or specialized area to maintain consistency with these guidelines. However, renaming carries with it a much greater burden of process compared to initial naming. Tradition and continuity of name and community identification are important community values. Each request to rename must meet the criteria of this policy, but meeting all criteria does not ensure renaming.

Procedures

The steps to name a public facility include but are not limited to:

1. An open call for submissions by the City of Fort Pierce including a deadline for submission;

2. A completed "City of Fort Pierce Nomination Form" submitted to the City Clerk for each nomination by any citizen, group, or organization;

3. Submissions vetted by the Parks Committee, including all facts and backgrounds listed on the nomination form plus any other research deemed appropriate;

4. All vetted submissions presented to the Commissioners for review with notes from the research;

5. Commissioners discuss these submissions during a Conference Agenda meeting. The Commission may accept or reject the Committee submissions. In the latter event, the Commission shall refer the call for submissions back to the Committee.

6. Commissioners select the name by vote at a Commission Meeting.

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

Meeting Date: 06/03/2019

Re: FY 2019 Edward Byrne Memorial, Justice Assistance Grant (JAG) Letter of Support

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SUBJECT:

Approve letter of support for the Edward Byrne Memorial grant, also known as the Justice Assistance Grant (JAG).

SUMMARY:

The Edward Byrne Memorial Grant, also known as the Justice Assistance Grant (JAG) is comprised of federal funding. JAG funds are awarded to the state through the Florida Department of Law Enforcement for management and distribution to local government. The JAG grant is a formula grant, annual awarded funds are determined by population versus number of reported drug related arrests. Historically, funds awarded to St. Lucie county have been equally divided among the three law enforcment agencies in the county. FY 2019 funds available to the Fort PIerce Police Department are $32,291 and are proposed for expenditure on targeted law enforcement technology. No matching funds or in-kind match are requred.

RECOMMENDATION:

Staff recommends the approval of a letter for support for the proposed expenditure for FY 2019 JAG funds.

ALTERNATIVES:

Do not approve a letter of support, subsequently, funds will not be awarded.

RESPONSIBLE STAFF:

Anita Cocoves, Grant Coordinator

COORDINATED WITH:

Fort Pierce Police Department staff and Finance Department staff.

Attachments

JAG 2019 Letter of Support

Letter of Support Final Version

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/24/2019 11:43 AM
City Manager	Nick Mimms	05/24/2019 04:58 PM
Form Started By: Anita Cocoves		Started On: 05/01/2019 04:16 PM
Final Approval Date: 05/24/2019		

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

April 11, 2019

Ms. Rona Kay Cradit
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Cradit:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Fort Pierce approves the distribution of $96,874.00 for Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Countywide Grant Program (JAG) funds for the following projects within St. Lucie County:

Subgrantee		Dollar Amount
City or County	Title of Project	(Federal Funds)
St. Lucie County	Law Enforcement Technology	$32,291
City of Fort Pierce	Law Enforcement Technology	$32,291
City of Port St. Lucie	Law Enforcement Technology	$32,292

Sincerely,

Linda Hudson
Mayor,
City of Fort Pierce

THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

June 3, 2019

Ms. Rona Kay Cradit
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Cradit:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Fort Pierce approves the distribution of $96,874.00 for Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Countywide Grant Program (JAG) funds for the following projects within St. Lucie County:

Subgrantee		**Dollar Amount**
City or County	**Title of Project**	**(Federal Funds)**
St. Lucie County	**Law Enforcement Technology**	**$32,291**
City of Fort Pierce	**Law Enforcement Technology**	**$32,291**
City of Port St. Lucie	**Law Enforcement Technology**	**$32,292**

Sincerely,

Linda Hudson
Mayor

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

Meeting Date: 06/03/2019

Re: Bullet Proof Vest Grant Application

SUBJECT:

Approve request to apply for, and subsequently accept, the Department of Justice, Office of Justice Programs Bullet Proof Vest grant application.

SUMMARY:

The Department of Justice, Office of Justice Programs, has grant funds available to purchase bullet proof vests for police officers. The Bullet Proof Vest (BPV) Partnership grant reimburses law enforcment agencies 50% of the purchase price for BPVs. BPVs have an expected functional product life of 5 years. Based upon a projected combination of personnel hiring rates and retirement of exisiting BPVs (due to product safety expiration), staff projects that 60 BPVs will be required over the next two years to fulfill the safety needs of the Department. At a cost of $761.85 (incluidng internal and external vest carriers), $45,711.00 is projected for the purchase of BPVs, 50% (or $22,855.50) of which is proposed for funding from the FY 2019 BPV grant.

RECOMMENDATION:

Staff recommends approval by the Board for submission, and, subsequent acceptance upon award, of the Department of Justice, Office of Justice Programs BPV funds for the purpose of purchasing Bullet Proof Vests.

ALTERNATIVES:

The Board disapproves submission of the BPV grant application and receives no funding to help defray the cost for Bullet Proof Vests to ensure the safety of officers of the Fort Pierce Police Department.

RESPONSIBLE STAFF:

Anita Cocoves, Grant Coordinator

COORDINATED WITH:

Fort Pierce Police Department staff and Finance Department staff.

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/24/2019 11:43 AM
City Manager	Nick Mimms	05/24/2019 04:58 PM
Form Started By: Anita Cocoves		Started On: 05/01/2019 05:16 PM
Final Approval Date: 05/24/2019		

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

Meeting Date: 06/03/2019

Re: Victims of Crime Assistance (VOCA) Grant Application

SUBJECT:

Approval to apply for, and subsequently accept if awarded, funding from The Office of the Florida Attorney General for Victims of Crime Assistance (VOCA) grant in the amount of $147,837.52 for FY 2019-20.

SUMMARY:

The Office of the Florida Attorney General makes funds available for Victims of Crime Assistance (VOCA). The Fort Pierce Police Department applied for and received funding in the past, most recently FY 2018/2019 awarded $74,052. The Department proposes to request $147,837.52 for FY 2019/2020. The proposed increase in funding will be utilized to hire an additional Victim Assistant and provide the office equipment needed to support the position and services provided to crime victims in the City of Fort Pierce. A match of 20% is required and existing staff time will be utilized as in-kind match, no cash match is required.

RECOMMENDATION:

Staff recommends Board approval for submission of an application for funding, and subsequent acceptance, from the Office of the Florida Attorney General for Victims of Crime Assistance (VOCA).

ALTERNATIVES:

The Board does not provide approval for submission of an application for, and acceptance of, funding for Victim of Crime Assistance Funds and salaries and ancillary needs of the two Victim Assistant positions will be required to be paid from the General Fund in lieu of grant funding.

RESPONSIBLE STAFF:

Anita Cocoves, Grant Coordinator, Fort Pierce Police Department

COORDINATED WITH:

Fort Pierce Police Department staff and Finance Department staff.

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/24/2019 11:44 AM
City Manager	Nick Mimms	05/24/2019 04:58 PM
Form Started By: Anita Cocoves		Started On: 05/01/2019 05:46 PM
Final Approval Date: 05/24/2019		

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

Meeting Date: 06/03/2019

Re: Case #02-8806 - 3205 Boston Ave - Moreno

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

SUBJECT:

Approve request to reduce code enforcement lien in the amount of $5,800.00 against 3205 Boston Avenue, Ft. Pierce, FL 34950 - Parcel ID Number 2408-805-0013-000-3 owned by Pedro Moreno, 3107 Atlantic Avenue, Ft. Pierce, FL 34947 to $1,000.00 payable at or before closing.

SUMMARY:

The request for reduction is made by Mr. Moreno, the owner of property, who has a contract to sale the property. During testimony before the Special Magistrate, he stated that he did not know he had to contact the code officer and ask for a follow up inspection, which resulted in the fines and lien.

RECOMMENDATION:

The Special Magistrate, having heard the request of the owner and testimony from staff, recommends reducing the lien to $1,000.00 payable at closing or before. If not paid the lien will revert to the original amount of $5,800.00.

Hard Costs (postage, filing fees, photos)	$47.16
Case Processing (months open/inspections)	$302.84
Hearing Costs	$400.00
City Commission Hearing	$250.00
TOTAL	$1,000.00

ALTERNATIVES:

Deny the request.
Make alternative recommendations.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager

Fiscal Impact

Budgeted Y/N: 2018

Amount: 1000.00

OTHER INFORMATION:

$1,000.00 to the general fund.

Attachments

Request
Breakdown
Admin Fees
7 Criteria
7 Criteria Action
Tax Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2019 11:35 AM

Form Started By: Colleen Greer
Started On: 05/02/2019 04:30 PM
Final Approval Date: 05/24/2019

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

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

Date:	3/19/19				
Property address:	3205 Boston Avenue				
Owner(s) of record:	Pedro Moreno				
Mailing address:	3107 Atlantic Avenue				
Property tax ID #:	2408-805-0013-000-3				
Original purchase date:	05-07/a	Original purchase price:		$46,000	
Property is used for:	☒ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	Pedro Moreno	Relationship to owner(s)		self	
Telephone #:	772-359-8642	Mobile phone #:		772.359.8642	
E-mail:	1974pedro.moreno@gmail.com	Preferred contact method:		772.359.8642	
What are owner(s) intentions for property:					
Are there current code violations?	☒ No	☐ Yes	Explain: (please attached notice) Case# 02-8806		
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☐ No	☒ Yes	If yes, what is the sale price?	$70K	

AMOUNT OF FINE / LIEN $ 5,800.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 5,300.00

DOLLAR AMOUNT I AGREE TO PAY $ 500.00

Signature of Owner or Representative

3/21/19
Date

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 3205 Boston Avenue

Property Owner: Pedro Moreno

Mailing Address: 3107 Atlantic Ave FT. Pierce FL 34947

Telephone #: 772-359-8642 Cell Phone #: 772-359-8642

E-Mail Address: 1974Pedro.Moreno@Gmail.com

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

I, Pedro Moreno, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

Re: Case # 02-8806

Dear Sir/Madam,

In response to the existing Code Violation/Lien which has been discovered attached to my property at 3205 Boston Avenue, I would like to request a reduction of the Fine/Lien amount and further state the following in my defense:

I purchased the property at 3205 Boston Avenue on May 07, 2001 The violation occurred on April 19, 2002. Immediately after receiving notification of the violation, I started working to correct the issue. I was working long days and at the same time trying to help a family member who had fallen on hard times. My sister and her children had moved into my home due to the misfortune of her husband being incarcerated and not able to furnish a place for her and the children to live. We did not have a laundry area inside, so my sister had set up a washing machine outside temporally. She did not have the money to go to the laundry to do the wash. We did not have a clothes dryer at that time and my sister would hang the wash on the fence for drying, this caused the nuisance violation as far as the Code Officer was concerned after one of my neighbors had called in a complaint.

Being from a different Country and not being aware of the customs and procedures of this Country, I was unaware that I should have call for an update inspection after the issue had been corrected. Therefore, the fine continued to grow. The violation was corrected within 48 hours.

I am requesting a reduction of the Fine/Lien amount simply due to my ignorance in not knowing that I should have followed up with requesting an update inspection by the Code Officer.

I am a legal resident of the United States and I try to follow all the rules. I appreciate the efforts made by the City of Fort Pierce in trying to keep the City in compliance.

Thank you for your time and kind consideration of my request.

Signed: _____ Date: 3/21/19

Print Name: Pedro Moreno

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Pedro Moreno who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced FIDL# M655-660-74-202-0 as identification.

SWORN TO AND SUBSCRIBED before me this 21 day of March, 2019.

_____

Notary Public, State of Florida

SHIRLEY K. BEMENDERFER
Commission # FF 989655
Expires May 8, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	3205 Boston Avenue

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

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

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

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

Signature of Owner or Representative — Date: 3/21/19

COFP – APPLICATION PROCESS DETERMINATION

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

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party.

Comments:

City Representative — Date

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

SUBJECT: **CODE ENFORCEMENT LIEN REDUCTION**
3205 Boston Avenue

DATE: June 3, 2019

The following is a breakdown of the above property:

	Costs (General Fund)	Interest & Penalties	Administrative Fees
CASE # 02-8806	$5,800.00	$.00	$.00
TOTAL	$5,800.00	$.00	$.00

CAN BE WAIVED (ALL COSTS) $5,800.00

Administrative Cost Estimator

4/24/2019

Property Address: 3205 BOSTON AVENUE CASE # 02-8806

Date case originated: 4/24/2002

Date case complied: 1/23/2003

Total time: 8 months

Number of Hearings

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

Mailing Expense			
Regular 1st Class:	$0.44	4	$1.76
Certified Mail:	$5.10	4	$20.40
Photographs (per page)	$0.50	10	$5.00
Filing Fees	$10.00	2	$20.00
Months Open	$50.00	8	$400.00
Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.			
Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00		$0.00
Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.			
Code Compliance Manager	$75.00	1	$75.00
Covers review of initial notice, review of case file for recommendation and review with attorney			
City Attorney (per hour)	$125.00	1	$125.00
Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.			
Hearings	$150.00	3	$450.00
Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.			
Commision Meeting	$250.00	1	$250.00
Fee set by the City Commission			
		Total Estimated Cost:	**$1,497.16**

LIEN REDUCTION HEARING
CONTESTING OF FINE/NON-COMPLIANCE
SM FEBRURY 20, 2019

Case No: 02-8806 Violator: Pedro Moreno Address: 3205 Boston Avenue

1.) The gravity or seriousness of the violation:	**MINOR**
2a.) Any and all actions taken by the violator to correct the violations; OR	**BROUGHT PROPERTY INTO COMPLIANCE**
2b.) If the violations were not corrected by the original violator, what action was taken by any other owner or interested party to bring the violation into compliance:	**N/A**
3.) The length of time necessary to bring the property into compliance:	**8 MONTHS**
4.) The number of times the violator was previously found in violation by either the CEB, SM or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding:	**11**
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	**SEE ATTACHED**
7.) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the city owned by the respondent:	**NONE**

3205 BOSTON AVENUE

18 00000885	IN COMPLIANC	3/21/18	AA	CODE ENFORCEMENT VIOLATION
16 00001380	IN COMPLIANC	6/01/16	AA	CODE ENFORCEMENT VIOLATION
13 00000149	CLOSED	1/23/13	AA	CODE ENFORCEMENT VIOLATION
09 00000972	IN COMPLIANC	4/24/09	JS	CODE ENFORCEMENT VIOLATION
07 00001764	IN COMPLIANC	5/30/07	FB	CODE ENFORCEMENT VIOLATION
03 00002680	IN COMPLIANC	7/17/03	NE	CANOPY
03 00002678	IN COMPLIANC	7/17/03	NE	PROPERTY MAINTENANCE
02 00008807	IN COMPLIANC	4/19/02	SK	CODE ENFORCEMENT VIOLATION
02 00008806	IN COMPLIANC	4/19/02	SK	CODE ENFORCEMENT VIOLATION
02 00008805	IN COMPLIANC	4/19/02	SK	CODE ENFORCEMENT VIOLATION
02 00001448	IN COMPLIANC	12/11/02	SK	CODE ENFORCEMENT VIOLATION

LIEN REDUCTION HEARING
CONTESTING OF FINE/NON-COMPLIANCE
SM FEBRURY 20, 2019

Case No: 02-8806 Violator: Pedro Moreno Address: 3205 Boston Avenue

1.) The gravity or seriousness of the violation:	Minor
2a.) Any and all actions taken by the violator to correct the violations; OR	Yes, brought Property in Compliance
2b.) If the violations were not corrected by the original violator, what action was taken by any other owner or interested party to bring the violation into compliance:	N/A
3.) The length of time necessary to bring the property into compliance:	8 mths
4.) The number of times the violator was previously found in violation by either the CEB, SM or other quasi-judicial or judicial process, or otherwise admitted guilt in any such proceeding:	
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	
7.) Whether or to what extent there are pending violation proceedings on the subject property or any other property within the city owned by the respondent:	

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

Property Identification

Site Address: 3205 BOSTON AVE	Parcel ID: 2408-805-0013-000-3	Account #: 20874	Sec/Town/Range: 08/35S/40E
Map ID: 24/08S	Zoning: R3	Use Type: 0100	Jurisdiction: Fort Pierce

Ownership

Pedro Moreno

3205 Boston Ave
Fort Pierce, FL 34950

Legal Description

WYLDWOOD PARK S/D BLK 2 LOT 3 (OR 1399-305)

Current Values

Just/Market:	$31,100	Assessed:	$14,275	Year	Just/Market	Assessed	Exemptions	Taxable
Exemptions:	$14,275	Taxable:	$0	2018	$31,100	$14,275	$14,275	$0
				2017	$18,300	$13,982	$13,982	$0
				2016	$15,000	$13,695	$13,695	$0

Historical Values 3-year

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
05-07-2001	1399 / 0305	XX01	QC	Adams Vicki	$46,000
11-13-1995	0984 / 0854	XX01	WD	Bates Edward C	$36,000
12-18-1989	0668 / 2726	XX00	WD	Donald A Watts	$92,000

Primary Building Information

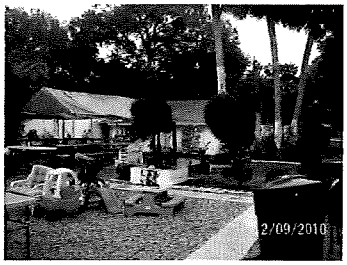
Finished Area of this building: 606 SF
Gross Sketched Area: 1,394 SF

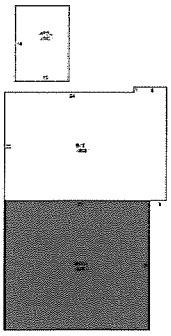
Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Gable	Building Type: HD
Year Built: 1950	Frame:	Grade: D	Effective Year: 1950
Primary Wall: Wood no Sh	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

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





Total Areas

Finished/Under Air (SF):	1,086
Gross Sketched Area (SF):	2,112
Land Size (acres):	0.17
Land Size (SF):	7,224
Total Building Count:	2

Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 4'	1	21	2004

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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City Commission Regular Meeting **11.e.**

Meeting Date: 06/03/2019

Re: 2404 Oleander Ave - Extension of Time - McArthur

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

SUBJECT:

Approval for Extension of Time to pay the reduced fines on 2404 Oleander Avenue, Ft. Pierce, FL 34982, Parcel ID Number 2422-604-0002-000-0 owned by Joan R. Stevenson (Est) and Evone D. McArthur, 2404 Oleander Avenue, Ft. Pierce, FL 34982. Mrs. McArthur is requesting an additional six (6) months to pay the reduced fines.

SUMMARY:

At their December 3, 2018 meeting the City Commission approved the reduction of fines in the amount of $358,550.00 (consisting of 3 liens) to $750.00 ($250.00 per lien) payable in 6 months. Mrs. McArthur has paid to date $200.00 leaving a balance of $550.00. Her income consists of approximately $769.00 per month. She is requesting an additional six (6) months to pay the remaining balance.

RECOMMENDATION:

Extend the payment of reduced fines for six (6) months.

ALTERNATIVES:

Deny the request.
Make alternative recommendations.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager.

Fiscal Impact

Budgeted Y/N: 2018

Amount: 750.00

OTHER INFORMATION:

$750.00 to the general fund.

Attachments

Request
Approval
Receipt

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2019 11:34 AM

Form Started By: Colleen Greer Started On: 05/16/2019 11:04 AM

Final Approval Date: 05/24/2019

May 15, 2019

I would like to request an extension on time to pay the lien reduction on this property. Would like to request an additional 6 mos to pay.

2404 Oleander Avenue

Thank you

Evone McArthur

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE *Florida*

250 00
250 00
250 00
$750
200 4|3|19
$550

December 4, 2018

Evone D. McArthur
2404 Oleander Avenue
Ft. Pierce, FL 34982

Dear Ms. McArthur:

At their meeting on December 3, 2018, the City Commission of the City of Fort Pierce approved the following requests:

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

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

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

If you have any questions, please contact the Code Enforcement Department at 772-467-3149.

Very truly yours, LHT | June 3 LHT

Linda W. Cox
City Clerk

cc: Peggy Arraiz, Code Enforcement
Kathy D'Arton, City Finance

@kk

CITY OF FORT PIERCE
*** CUSTOMER RECEIPT ***

Batch ID: DANA 4/03/19 01 Receipt no: 13572

Type	SvcCd	Description	Amount
PV		PROPERTY CODE VIOLATION	
	Qty	1.00	$200.00

2404 OLEANDER AVENUE
VIOLATION LOCAL ORD 00100003545000
PMYT TOWARDS CODE ENF VIOLATN
2404 OLEANDER AVENUE
#2422604000020000
REDUCTION AT 12/03/18 CITY
COMM MTG
BALANCE - $550.00
Pmt fr/Evone McArthur

Tender detail
CA CASH $200.00
Total tendered: $200.00
Total payment: $200.00

068770

RECEIVED
APR 04 2019
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement
& Animal Control

City Commission Regular Meeting **11.f.**

Meeting Date: 06/03/2019

Re: RFP No. 2019-009, Demolition, Asbestos, Lead Paint Abatement Annual Contract

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

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SUBJECT:

Approval of the contract for Demolition, Asbestos, Lead Paint Abatement, in response to RFP No. 2019-009 to L.E.B. Demolition and Consulting Contractor in the amount of $100,000.00 for an initial term of two (2) years with the option for three (3) one-year renewals.

SUMMARY:

RFP No. 2019-009 was issued in January 2019 with a mandatory pre-proposal conference held on January, 25, 2019. Seven (7) contactors attended the meeting and two (2) contractors submitted completed proposals for consideration.

The selection committee evaluated each bid and considered the following: qualifications / experience; service plan; verification of availability of equipment; past contacts with the City and other governmental jurisdictions; cost proposal. Each bid was assigned a points total from 1 - 100 with a gross maximum of 300 points. Cross Construction received 249 points and L.E.B. Demolition and Consulting received 278 points.

RECOMMENDATION:

Staff recommends approving the top bidder, L.E.B. Demolition and Consulting Contractors and entering into a two-year contract with three optional one-year extensions.

ALTERNATIVES:

Deny the recommendation.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N:	Yes
Fiscal Year:	2019
Account:	001-2903-524.52-53
Amount:	$100,000.00

FISCAL IMPACT:

Funding provided by Clean & Safe Initiative

Attachments

Evaluation Tally Sheet
LEB Bid

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/24/2019 01:03 PM
City Manager	Nick Mimms	05/24/2019 04:59 PM
Form Started By: Peggy Arraiz		Started On: 05/22/2019 02:43 PM
Final Approval Date: 05/24/2019		

CUMULATIVE EVALUATION SHEET
DEMOLITION ASBESTOS LEAD/PAINT ABATEMENT, RFP NO. 2019-009

CROSS CONSTRUCTION SERVICES, INC.

EVALUATION CRITERIA	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	CUMULATIVE TOTAL
Qualifications/Experience **Points 35**	35	35	35	105
Service Plan **Points 30**	20	20	20	60
Verification of availability of equipment **Points 15**	15	10	15	40
Past contracts with the City & other governmental jurisdictions **Points 15**	12	10	10	32
Cost Proposal **Points 5**	3	4	5	12
TOTAL	85	79	85	249

L.E.B. DEMOLITION & CONSULTING CONTRACTORS

EVALUATION CRITERIA	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	CUMULATIVE TOTAL
Qualifications/Experience **Points 35**	35	35	35	105
Service Plan **Points 30**	30	15	28	73
Verification of availability of equipment **Points 15**	15	10	15	40
Past contracts with the City & other governmental jurisdictions **Points 15**	15	15	15	45
Cost Proposal **Points 5**	5	5	5	15
TOTAL	100	80	98	278

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	**REQUEST FOR PROPOSAL and PROPOSAL ACKNOWLEDGMENT**
Bid Writer: Latonya Hubbard , 772-467-3102	RFP NO: 2019-009
Mandatory Pre-Proposal Conference: FRIDAY, JANUARY 25, 2019	RFP TITLE: DEMOLITION & ASBESTOS/LEAD BASE PAINT ABATEMENT ANNUAL CONTRACT
Mandatory Pre-Proposal Conference Location: ENGINEERING CONFERENCE ROOM, 1ST FLOOR CITY HALL, 100 NORTH U.S. 1, FORT PIERCE, FL	Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1 Ft. Pierce, Florida 34950
Proposal Due Date & Time: 3:00PM, TUESDAY, FEBRUARY 12, 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: L.E.B. Demolition & Consulting Contractors, Inc. Mailing Address: 7 Harbour Isle Dr. East 204	*I hereby certify that this bid 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 bid for the bidder.* X Danielle A Bekford Authorized Signature (Manual)
City, State, Zip Code: Fort Pierce, FL 34949	Typed or Printed Name: Danielle A Bekford
~~Type of Entity~~ (Circle One): (Corporation) Partnership Proprietorship	Title: President
Incorporated in the State of: FL Year: 1985	Delivery in TBD days, ARO
Phone Number: 772-461-4545	Payment Terms: Net 30 Days
Fax Number: 772-461-2225	FEIN or SS Number: 65-0270905
E-Mail Address: iwreckn@aol.com	Local Business: X Y ___ N MWBE: (in process) Certification X Y ___ N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL	

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit **four (4) complete sets (one [1] original and three [3] copies) and one (1) digital copy of their proposal complete with all supporting documentation.** SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER. Proposals which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

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

3. EXECUTION OF PROPOSAL

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

4. NO BID

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

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram, or telephone is not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: https://www.demandstar.com.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing

Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

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

8. MISTAKES

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

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

9. INVOICING AND PAYMENT

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

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

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

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

10. DELIVERY

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

11. ADDITIONAL TERMS AND CONDITIONS

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

12. INTERPRETATION

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

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

13. ADDENDUM

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

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

14. DISPUTES

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

15. CONFLICT OF INTEREST

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

16. LEGAL REQUIREMENTS

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

17. DRUG-FREE WORK PLACE (DFW)

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

25. ADVERTISING

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

26. ASSIGNMENT

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

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

28. FACILITIES

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

29. REPRESENTATION

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

30. DISQUALIFICATION OF PROPOSER

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

31. ADJUSTMENTS/CHANGES/DEVIATIONS

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

32. INSURANCE

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

33. PUBLIC RECORDS

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

34. PROPOSAL PREPARATION COSTS

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

35. COOPERATIVE PURCHASING

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

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

SECTION II

REQUIRED LIMITS OF INSURANCE

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, 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 of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, Contractor shall provide the City of Fort Pierce with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent Contractor is permitted to and elects to sub-contract any of the work performed under this Agreement, Contractor will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the City of Fort Pierce with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. 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 minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$500,000	(Each Accident)
	$500,000	(Disease-Policy Limit)
	$500,000	(Disease-Each Employee)

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. The City of Fort Pierce shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$500,000
Personal and Advertising Injury	$500,000
Each Occurrence	$500,000
Fire Damage (any one fire)	$Nil
Medical Expense (any one person)	$Nil

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of 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. 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	$500,000

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall provide coverage on an all risk basis and the minimum amount of insurance shall be 100% of the completed value of such addition(s), buildings(s), or structure(s), or the installed replacement cost of value.

General Conditions - The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the Owner or the Owner's officer or employee any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officer or employee.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City of Fort Pierce by the insurance provided by the City of Fort Pierce 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 of Fort Pierce under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder
City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480

Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability
City of Fort Pierce and its members, officials, officers and employees

SECTION III

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL OPENING

1.1 Proposals are due on or before **3:00 PM, Tuesday, February 12, 2019.** One (1) original, three (3) copies and one (1) digital copy of sealed proposals shall be mailed or delivered to:

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

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

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

1.3 As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

2. MANDATORY PRE-BID MEETING

A **Mandatory Pre-Bid Meeting will be held at 10:00 A.M., Friday, January 25, 2019,** in the Engineering First Floor Conference Room, City Hall , 100 North U.S. #1, Fort Pierce, FL. 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.

3. RECEIPT OF PROPOSALS

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

4. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the Code Compliance Manager with a copy to the Purchasing Division:

TO
Margaret Arriaz
Code Compliance Manager
100 North U.S. Hwy. 1
Fort Pierce, FL 34954-1480
Fax: 772-466-5808
Email: parriaz@city-ftpierce.com

COPY
Gelencia Carter, MPA
Purchasing Manager
100 North U.S. Hwy. 1
Fort Pierce, FL 34950
Fax: 772-467-3848
Email: biddesk@city-ftpierec.com

3.2 Questions and requests for clarification will be received seven (7) days prior to the proposal due date.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

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

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section III of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

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

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal.

9. PURCHASING CARD PROGRAM

9.1 The City has implemented a **Purchasing Card Program.** The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the Proposal**

9.2 **Price for the acceptance of Visa will be considered in the Proposal award.** If no such percentage is given, the City shall assume 0% discount applies.

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

SECTION IV

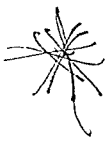
STATEMENT OF WORK

1. **PURPOSE**

The successful Proposer shall assist the City in the demolition of public and condemned private buildings. Each job will be treated separately. The contractor will obtain all permits, licenses, and any other necessary approvals prior to any work. A scope of services and price will be submitted to the City for each job.

In addition, the successful Proposer will be required to:

- Perform asbestos/lead base paint abatement, if required, on structure to be demolished in accordance with an Asbestos Survey that will be provided by the Contractor and in accordance with NESHAP (National Emissions Standards for Hazardous Air Pollutants), State, and Federal Regulations.
- Remove all debris, slabs, and driveway
- Fill and grade lot as needed
- Bahia sod/grass shall be installed on any exposed soil



This agreement will include projects primarily from the Code Division, Building Division and Public Works Department. Other projects approved by the City may be covered under this agreement. However, the City reserves the right to bid projects separately if deemed to be in the City's best interest.

2. **CONTRACT TERMS**

The term of this agreement shall for a period of two years with three one-year renewal options which may be renewed on an annual basis if mutually agreed to in writing by City and the Vendor, subject to the same terms and conditions set forth in this Contract with open negotiations at the end of each year. The City does not guarantee any quantity of work under this contract.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract period.

Per the City's Purchasing Ordinances, multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Commission. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective October 1st of the fiscal year for which such approval has been denied

The City of Fort Pierce shall have the right to terminate said agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is

not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service.

3. **PRICE ADJUSTMENT CLAUSE**

Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request for a review of the pricing. Such escalation shall not exceed a 5% increase. Price escalation requests must be submitted by March 30th so as to allow Departments to factor the increases into their budgets for the next fiscal year, which will begin October 1.

The using agencies and Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons. **If approved, the price increase shall not commence until the next fiscal year, which will begin October 1.**

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

4. **HOLD HARMLESS AGREEMENT:**

The successful respondent hereby agrees to indemnify, hold free and harmless The City, its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

5. **CONTRACTOR'S PERFORMANCE**

Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services. The City's authorized representative will decide all questions that may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the city shall notify the Contractor.

6. **ASBESTOS MATERIALS**

Perform asbestos/lead base paint abatement, if required, on structure to be demolished in accordance with an Asbestos Survey that will be provided by the Contractor and in accordance with NESHAP (National Emissions Standards for Hazardous Air Pollutants), State, and Federal Regulations. **The City shall receive a copy of the asbestos survey on the locations the City has demolished to be assured the new EPA requirements are met.**

7. **SUSPENSIONS OF WORK**

The City and the project manager reserve the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

8. **CLEANING**

The Contractor shall keep the premises clean of rubbish and debris generated by the work involved, shall leave the premises clean of all rubbish and debris generated by the work involved, and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris.

9. **HOURS OF WORK**

All work under this contract shall be coordinated with the project manager. Any changes to the established schedule must have prior approval of the project manager.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

1. PROPOSAL FORMAT AND SUBMISSION

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.

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

The City does not guarantee a minimal amount of work or compensation for any of the Respondents selected for contract negotiations, and the City reserves the right to seek additional assistance from other firms if the City finds this to be in the City's best interest.

B. PROPOSAL FORMAT

Proposer shall prepare their proposals using the following format:

Section 1: Transmittal Letter

This letter will summarize in a brief and concise manner the Proposer's understanding of the Scope of Work and make a positive commitment. The letter must name all persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal. **An authorized agent of the firm shall sign the transmittal letter.**

Section 2: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: City of Fort Pierce website, http://www.cityoffortpierce.com/187/Purchasing and Demandstar by Onvia website, https://www.demandstar.com. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

Section 3: Business Requirements

A. W-9 Form **(see Section VI~Forms)**

B. Provide copy of a current valid business license.
Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) that is required to conduct business at your location.

2. EVALUATION METHODOLOGY

A. General

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

B. Selection

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firm. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall be subject to public disclosure consistent with Chapter 119, Florida Statues. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

The City of Fort Pierce staff will evaluate the proposals, rank each of the respondents and recommend a preferred firm. The City of Fort Pierce will then enter into negotiations with the highest ranked respondent for a period of ninety (90) days. If an agreement in principle cannot be reached with the highest ranked responded within ninety (90) days, the City of Fort Pierce will commence negotiations with the next highest ranked respondent, and so on until an acceptable agreement has been reached with a qualified respondent.

The City of Fort Pierce reserve the right to accept any submittal and/or proposals deemed to be in the best interest of the City of Fort Pierce, to waive any irregularities in any proposals, or to reject any and/or all submitted in response to this RFP is at the sole risk and responsibility of the party submitting such proposal.

All contracts negotiated by the Committee shall be subject to final approval by the Commission unless such approval is waived by the Commission.

3. EVALUAITON CRITERIA

The following weighted criteria will be used to evaluate proposals:

CRITERIA	WEIGHT
Qualifications/Experience	35
Service Plan	30
Verification of availability of equipment	15
Past contracts with the City and other governmental jurisdictions	15
Cost Proposal	5

January 23, 2019

CITY OF FORT PIERCE

DEMOLITON & ABBESTOS LEAD/ PAINT ABATEMENT

RFP NO. 2019-009

ADDENDUM NO. 1

The purpose of this addendum is to change the Pre-bid Conference date **from 10:00 AM, Friday, January 25, 2019** to:

10:00 AM, THURSDAY, JANUARY 31, 2019

All other conditions of this bid remain the same.

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

Signature: Danielle A. Beckford
Manual

Signature: Danielle A. Beckford
Typed or Printed

Company Name: L.E.B. Demolition & Consulting Contractors, Inc.

Address: 7 Harbour Isle Drive East 204

Fort Pierce, Florida 34949

Date: February 18, 2019

/lh

February 6, 2019

CITY OF FORT PIERCE

DEMOLITON & ABBESTOS LEAD/ PAINT ABATEMENT

RFP NO. 2019-009

ADDENDUM NO. 2

The purpose of this addendum is to provide a Revised Proposal Price Form and to extend the due date.

The proposal due has been change from 3:00 PM, Tuesday, February 12, 2019 to:

3:00 PM, WEDNESDAY, FEBRUARY 20, 2019

All other conditions of this bid remain the same.

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

Signature: Danielle A Beckford
Manual

Signature: Danielle A. Beckford
Typed or Printed

Company Name: L.E.B. Demolition & Consulting Contractors, Inc.

Address: 7 Harbour Isle Drive East 204

Fort Pierce, Florida 34949

Date: February 18, 2019

/gc

ADDENDUM NO. 2
PROPOSAL PRICING FORM - REVISED
DEMOLITION & ASBESTOS/LEAD BASE PAINT ABATEMENT
RFP No. 2019-009

The following proposal(s) is submitted on behalf of: L.E.B. Demolition & Consulting Contractors, Inc. for the requested services, in accordance with the agreements and specifications contained in RFP No. 2019-009.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

NOTE: All price columns must be completed. Where indicated, provide pricing for demolition including the removal of slabs (including slabs) and pricing in instances where slabs remain and are not removed (excluding slabs).

RESIDENTIAL STRUCTURES			
Item	**Structure Type/Size Range**	**Price Per Square Foot To Demolish**	
1.1	**WOOD FRAME**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.1.1	**0 - 500 Sq. Ft.**	$5.00	$1.00
1.1.2	**501 - 1,000 Sq. Ft.**	$5.00	$1.00
1.1.3	**1,001 - 2,000 Sq. Ft.**	$5.00	$1.00
1.2	**CONCRETE BLOCK**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.2.1	**0 - 500 Sq. Ft.**	$5.00	$1.00
1.2.2	**501 - 1,500 Sq. Ft.**	$5.00	$1.00
1.2.3	**1,501 - 3,000 Sq. Ft.**	$5.00	$1.00
1.2.4	**3,001 - 5,000 Sq. Ft.**	$5.00	$1.00
1.3	**MOBILE HOME**		
1.3.1	**0 - 500 Sq. Ft. without tongue & axle**	$5.25	
1.3.2	**0 - 500 Esq. with tongue & axle**	$5.25	
1.3.3	**501 – 1,000 Sq. Ft. without tongue & axle**	$5.25	
1.3.4	**501 - 1,000 Esq. with tongue & axle**	$5.25	
1.4	**MULTI-STORY MASONRY**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.4.1	**0 – 5,000 Sq. Ft.**	$5.50	$.00
1.5	**MULTI-STORY WOOD**	**INCLUDING SLABS**	**Credit per sq. ft. for not removing Slabs**
1.5.1	**0 – 5,000 Sq. Ft.**	$5.50	$.00
1.6	**BURNT BUILDINGS**		
1.6.1	**0 – 5,000 Sq. Ft.**	$7.50	$.00

L.E.B. Demolition & Consulting Contractors, Inc. Danielle A Beaford February 18, 2019

COMPANY NAME **AUTHORIZED SIGNATURE** **DATE**

ADDENDUM NO. 2

COMMERCIAL/INDUSTRIAL

Item	Structure Type/Size Range	Price Per Square Foot To Demolish	
2.1	METAL	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.1.1	0 - 1000 Sq. Ft.	$4.25	$0.75
2.1.2	1,001 - 1,500 Sq. Ft.	$4.25	$0.75
2.1.2	1,501 - 2,500 Sq. Ft.	$4.25	$0.75
2.1.2	2,501 - 5,000 Sq. Ft.	$4.25	$0.75
2.1.2	5,001 - 10,000 Sq. Ft.	$4.25	$0.75
2.2	WOOD FRAME	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.2.1	0 - 1000 Sq. Ft.	$5.25	$0.75
2.2.2	1,001 - 1,500 Sq. Ft.	$5.25	$0.75
2.2.3	1,501 - 2,000 Sq. Ft.	$5.25	$0.75
2.3	CONCRETE BLOCK	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.3.1	0 - 1000 Sq. Ft.	$5.25	$0.75
2.3.2	1,001 - 1,500 Sq. Ft.	$5.25	$0.75
2.3.3	1,501 - 2,000 Sq. Ft.	$5.25	$0.75
2.4	MULTI-STORY MASONRY	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.4.1	0 – 5,000 Sq. Ft.	$6.00	$0.00
2.5	MULTI-STORY WOOD	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.5.1	0 – 5,000 Sq. Ft.	$ 6.00	$0.00
2.6	BURNT BUILDINGS		
2.6.1	0 – 5,000 Sq. Ft.	$7.75	$0.00

ASBESTOS SURVEYS FOR RESIDENTIAL STRUCTURES

Item	House Size Range	Survey Price
3.1.1	0 - 1000 Sq. Ft.	$ 800.00
3.1.2	501 – 1,000 Sq. Ft.	$ 800.00
3.1.3	1,001 – 2,000 Sq. Ft.	$ 900.00
3.1.4	2,001 – 3,000 Sq. Ft.	$ 975.00
3.1.5	3,001 – 5,000 Sq. Ft.	$1,175.00
3.1.6	5,001 – 10,000 Sq. Ft.	$2,075.00

L.E.B. Demolition & Consulting Contractors, Inc. Danielle A Beaford February 18, 2019

COMPANY NAME AUTHORIZED SIGNATURE DATE

ADDENDUM NO. 2

Item	Turn-around Time	Lab Fee
3.2.1	3 Hours	$50.00
3.2.2	6 Hours	$46.00
3.2.3	24 Hours	$42.00
3.2.4	48 Hours	$38.00
3.2.5	72 Hours	$34.00
3.2.6	96 Hours	$30.00
3.2.7	1 Week	$26.00
3.2.8	2 Weeks	$22.00

L.E.B. Demolition & Consulting Contractors, Inc. Danielle A. Blanchard February 18, 2019

COMPANY NAME **AUTHORIZED SIGNATURE** **DATE**

ADDENDUM NO. 2

4.0 ASBESTOS ABATEMENT: Vendors shall provide unit prices per square footage for the following non-conclusive listing of asbestos containing materials:

Transite/asbestos shingles (asbestos siding)	$ 3.50	Sq. Ft.
Asbestos roofing/flashing	$ 3.50	Sq. Ft.
Floor tile (including mastic)	$ 3.50	Sq. Ft.
Additional layer(s) floor tile (including mastic)	$ .30	Sq. Ft.
Vinyl sheet flooring (including mastic)	$ 4.60	Sq. Ft.
Insulation	$ 5.50	Sq. Ft.
Ceiling tile	$ 1.40	Sq. Ft.
Caulking	$ 1.55	Ln.Ft./Sq. Ft.
Ceiling plaster	$ 5.25	Sq. Ft
Wall plaster	$ 4.75	Sq. Ft.
Window glazing	$ 4.00	Sq. Ft.
Pipe insulation (up to 2")	$ 5.25	Ln. Ft.
Pipe insulation (over 2" up to 4")	$ 6.50	Ln. Ft.
Foam insulations	$ 2.75	Ln. Ft.
Mud on joints	$ 11.50	Per joint
Sprayed on sink coating	$ 13.00	Ln. Ft.

5.0 NON-ORGANIC FILL MATERIAL AND CONCRETE PADS: Occasionally, the City encounters basement or cellar openings that may need to be filled. Provide a unit price per cubic yard of non-organic fill material, to be placed in the basement opening. Should it be determined that mobile home (concrete) pads require removal, provide a unit price per square yard for removal and disposal of same:

Non-organic fill material: $ 345.00 Cu. Yd. Removal of concrete pads: $ 300.00 Cu. Yd.

6.0 SECTION DELETED

7.0 ADDITIONAL ITEMS:

Install silt fencing $ 2.75 Ln. Ft. Cork insulation with mastic $ 15.00 Cu. Ft.

Install **sod** $ .45 Sq. Ft. Hydro Seeding permanent mix $ .55 Sq. Ft.

8.0 LEAD ABATEMENT: Abate and dispose of lead based paint as identified in housing being rehabilitated. Contractor shall be properly licensed, trained and protected workers. Abatement shall be performed in accordance with applicable EPA, OSHA and HUD regulations. Due to the uniqueness of each property, Contractor will be required to provide cost at the time services are needed.

L.E.B. Demolition & Consulting Contractors, Inc. Danielle A Beaton February 18, 2019

COMPANY NAME **AUTHORIZED SIGNATURE** **DATE**

February 15, 2019

CITY OF FORT PIERCE

DEMOLITION & ABESTOS LEAD/PAINT ABATEMENT

RFP NO. 2019-009

ADDENDUM NO. 3

The purpose of this addendum is to extend the proposal due date from 3:00PM, Wednesday, February 20, 2019 to:

3:00PM, WEDNESDAY, MARCH 6, 2019

All other conditions of this bid remain the same.

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

Signature: Danielle A Beckford
Manual

Signature: Danielle A. Beckford
Typed or Printed

Company Name: L.E.B. Demolition & Consulting Contractors, Inc.

Address: 7 Harbour Isle Drive East 204

Fort Pierce, Florida 34949

Date: February 18, 2019

/lh

SECTION VI
FORMS

Please complete the following forms and include in Section 8 of your submittal.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

L.E.B. Demolition & Consulting Contractors, Inc 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 through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Danielle A Beckford
Proposer's Signature

March 5, 2019
Date

Date

Certification Regarding
Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, L.E.B. Demolition & Consulting Contractors, Inc. (Contractor's Name) certifies by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Recipient's contractor's is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

L.E.B. Demolition & Consulting Contractors, Inc. (Contractor's Name)

City of Fort Pierce (Recipient's Name)

Danielle A Beckford (Authorized Signature)

Date: March 5, 2019

Danielle A. Beckford (Print Name)

President (Title)

RFP-2019-009 Division Contract Number

7 Harbour Isle Dr. East 204 (Street and Address)

Fort Pierce, FL 34949 (City, State, Zip)

COPY

L.E.B. DEMOLITION & CONSULTING CONTRACTORS, INC.
7 Harbour Isle Drive East 204
Fort Pierce, Florida 34949
Telephone (772) 461-4545 Facsimile (772) 461-2225

Transmittal Letter

March 5, 2019

City of Fort Pierce Purchasing Division
Room 101
100 North US Highway 1
Fort Pierce, Florida 34950

RE: **RFP #2019-009 Demolition & Asbestos/Lead Base Paint Abatement Annual Contract**

LEB Demolition and Consulting Contractors, Inc., herewith submits its proposal pursuant to the RFP 2009-009.

Proposer understands the Scope of Work as set forth in the Request for Proposals. The Proposer has extensive experience in demolition and the company has operated in Fort Pierce, Florida since 1985 and has performed numerous demolition services for local, state, municipal and governmental bodies throughout the Treasure Coast region including the City of Fort Pierce. The persons who are authorized to make representations for the proposer are:

Danielle Beckford, President
7 Harbour Isle Drive East #204, Fort Pierce, FL 34949
(772) 461-4545; cell (772) 215-0481

Dustin Beckford, Secretary/Treasurer
7 Harbour Isle Drive East #204, Fort Pierce, FL 34949
(772) 461-4545; cell (772) 216-1286

Sincerely,

Danielle A. Beckford,
President

L.E.B. DEMOLITION & CONSULTING CONTRACTORS, INC.
7 HARBOUR ISLE DRIVE EAST 204
FORT PIERCE, FLORIDA 34949
Telephone (772) 461-4545 Facsimile (772) 461-2225

February 18, 2019

City of Fort Pierce Purchasing Division
Room 101
100 North U.S. #1
Fort Pierce, Florida 34950

L.E.B. Demolition & Consulting Contractors, Inc. thanks you for the opportunity to bid Project RFP# 2019-009 for Demolition & Asbestos/Lead Base Paint Abatement Annual Contract.

Our main office is located at 7 Harbour Isle Drive East 204, Fort Pierce, Florida 34949.

We organized in May 1985. Incorporated on May 14, 1985 in the State of Florida and have been engaged in business for 34 years

L.E.B. Demolition & Consulting Contractors, Inc. is a State Certified General Contractor specializing in all phases of Demolition, Asbestos / Lead Base Paint Abatement, Emergency Debris, and Removal and Disposal Services

Our equipment is listed as follows

Komatsu PC360 Excavator with specialty Demolition Package

Kubota SVL95S-2 Skid-Steer with Demolition Grapple, Hydraulic Jack-Hammer, Grapple Root-Rake, Heavy Duty Brush Cutter, Pallet Fork Attachments

John Deere Series II S280 Skid-Steer with Demolition Attachment

John Deere 644E Loader with Specialty Demolition Grapple, Land Clearing Rake, General Purpose Bucket

Globe 50 Ton Low Boy Equipment Transport Trailer

Two Mack Tractors

Three Demolition Grade Dump Trailers

I, Danielle A. Beckford, Current President and an Officer for 3 years .
Dustin Lee Beckford is an Officer for 25 years and President for 7 years.
Chad G. Taylor Qualified Certified General Contractor for 11 years. CG Taylor Contracting.

Dustin Lee Beckford is directly responsible for this Contract RFP No. 2019-009.
His direct contact number is Mobile 772-216-1286 and our number is Office 772-461-4545.

L.E.B. Demolition & Consulting Contractors, Inc. has never failed and/or defaulted on a Contract.

Sincerely,

Danielle A Beckford

By: Danielle A. Beckford, President
L.E.B. Demolition & Consulting Contractors, Inc.

CLIENT WORK HISTORY
DEMOLITION SERVICES (ANNUAL CONTRACT)

Provide details of *at least* (3) clients for whom your company has performed demolition services within the last (5) years.

Name of Client: Barclay Beach Club Condominium Association Phase I, Inc. Contract Amount: $43,180.00	Contact Person: Penelope Stetz
Address: 2800 North A1A Fort Pierce, Florida 34949	Telephone Number: 772-218-0899 Fax Number: 772-466-6373 E-Mail Address: info@barclaybeach.club
Description of Contract: Complete demoliton of parking garage. Approximately 8,000 square feet steel of reinforced poured concrete, including existing beams and columns located in heavy traffic area. Scope of work completed ahead of schedule with no damage to adjacent property, vehicles and/or pedestrian walkways. Completed on September 21, 2018.	

Name of Client: Martin County School District Contract Amount: $146,341.00	Contact Person: Mark Sechrist
Address: 2845 S.E. Dixie Highway Stuart, Florida 34997	Telephone Number: 772-223-3105 x 133 Fax Number: 772-221-6649 E-Mail Address: sechrim@martin.k.12.fl.us
Description of Contract: Asbestos Abatement / Complete demolition and removal of two administrative buildings 19 and 20. Excavation and final grade (to engineering specs provided by MCSD) of approximately 1,500. cubic yards of over burden fill material. Replace void from existing demolished structures with DOT road base and finished asphalt parking area (to engineering specs provided by MCSD) All items in scope of work on time and under budget. Work completed under critital time restraints during Winter Break December 2018 thru January 2019	

Name of Client: City of Fort Pierce Purchasing Division Contract Amount: $26,765.00	Contact Person: Margaret M. (Peggy) Arraiz
Address: Room 101 100 North U.S. #1 Fort Pierce, Florida 34950	Telephone Number: 772-467-3148 Fax Number: 772-468-0457 E-Mail Address: PArraiz@city-ftpierce.com
Description of Contract: All code compliance projects as contracted and ordered by City of Fort Pierce Board of Commissioners. Complete demolition of 323 North 14th Street / 426 North 10th front and rear units / 513 North 13th Street including Emergency Sod application authorized by Peggy Arraiz. All work completed with time constraints.	

L.E.B. Demolition & Consulting Contractors, Inc. — Daniella A Blackford — March 5, 2019

COMPANY NAME **AUTHORIZED SIGNATURE** **DATE**

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
L.E.B. Demolition & Consulting Contractors, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7 Harbour Isle Drive East 204

Requester's name and address (optional)
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

6 City, state, and ZIP code
Fort Pierce FL 34949

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
65-0279095

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here Signature of U.S. person ▶ Danielle A. Bickford Date ▶ March 5, 2019

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

L.E.B. DEMOLITION & CONSULTING CONTRACTORS, INC.
7 Harbour Isle Drive East 204
Fort Pierce, Florida 34949
Telephone (772) 461-4545 Facsimile (772) 461-2225

Statement of Minority and Non-Discrimination

March 5, 2019

City of Fort Pierce Purchasing Division
Room 101
100 North US Highway 1
Fort Pierce, Florida 34950

RE: **RFP #2019-009 Demolition & Asbestos/Lead Base Paint Abatement Annual Contract**

To Whom It May Concern:

LEB Demolition & Consulting Contractors, Inc. is a Minority Business Enterprise as defined by state and federal law being significantly owned (60%) by a minority female. The Company is currently in the process of obtaining certification from the Department of Management Services, State of Florida under its program of certification for Minority Business Enterprises.

LEB Demolition & Construction Contractors, Inc., has been in business locally for more than 3 decades, and has always operated on the basis of no discrimination as to employees, job applicants, customers, or others on the basis of race, creed, religion, ethnicity, sex or similar basis. Employees of the Company, past and present have been of different ethnicities and the only requirements for employees are the individuals be willing and able to work and perform the tasks of the position they fill. As necessary, LEB Demolition & Consulting Contractors, Inc., seeks suitable employees from local labor pools and agencies as well as having had many full time employees at various times depending upon its work schedules and demands.

Sincerely,

Danielle A. Beckford,
President

CITY OF FORT PIERCE 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 Request for Proposals cover page (page 1) completed signed and Attached?	X	
Is W-9 Form completed, signed and attached?	X	
Include proof of proper licensing as stated in Proposal documents.	X	
Include proof of proper insurance as stated in Proposal documents.	X	
Qualification envelope is marked accordingly.	X	
Is Drug-Free Work Place form signed and enclosed?	X	
Is Debarment form signed and enclosed?	X	
Are the correct number of Proposal packages included? (One original, three copies, one digital copy)?	X	
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH BID Danielle A Beckford

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2018 - 2019

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #5 Receipt #1024685

Type of business 1795 DEMOLITION/WRECKING CONTRACTOR (L.E.B. Demolition & Consulting Contractors, Inc. Expires SEPTEMBER 30, 2019

DBA name Business Chad Gerome Taylor

Mailing address: L.E.B. Demolition & Consulting Contractors, Inc.
7 Harbour Isle Drive East 204
Fort Pierce, FL 34949

Business location: 7 Harbour Isle Drive East 204
Fort Pierce, FL 34949

RENEWAL City of Fort Pierce CGC1519945

Original tax:	$12.35	2402-502-0154-000/5	
Penalty:	$3.09		
Collection cost:	$3.00		
Total:	$18.44	Paid 03/05/2019 18.44	0025-20190305-021377

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

L.E.B. Demolition & Consulting
Contractors, Inc.
7 Harbour Isle Drive East 204
Fort Pierce, FL 34949

CITY OF FORT PIERCE
*** CUSTOMER RECEIPT ***

Batch ID: NRIOS 1/25/19 01 Receipt no: 8417

Customer	Location	Type	SvcCd	Description	Amount
2018	29465	CT		CONTRACTOR-RENEWALS	$25.00

L.E.B. DEMOLITION & CONSULTING
LICENSE ADDRESS
FT PIERCE, FL 34950

Tender detail

CH Ref#:	22492	$25.00
Total tendered:		$25.00
Total payment:		$25.00

Trans date: 1/25/19 Time: 15:51:37

THANK YOU!

193464

City of Fort Pierce, Florida
100 N. US Highway 1
Fort Pierce, FL 34950
(772) 467-3065

Amount Paid: $0.00 Issued: January 25, 2019

Comp Card Expires:	September 30, 2019
State License Expires:	CGC1519945 08/31/20
Worker's Comp Expires:	083045435 07/01/19
Liability Ins. Expires:	IPZCL00207531 07/30/19

City of Fort Pierce, Florida
Certificate of Competency

GENERAL CONTRACTOR (CERTIFIED)
Control #0046811 License # 19-00029465

L.E.B. DEMOLITION & CONSULTING
TAYLOR, CHAD GEROME
7 HARBOUR ISLE DR. EAST #204
FT PIERCE FL 34949

2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 07, 2019
Secretary of State
1024089048CC

DOCUMENT# H56970

Entity Name: L.E.B. DEMOLITION & CONSULTING CONTRACTORS, INC.

Current Principal Place of Business:

7 HARBOUR ISLE DRIVE EAST 204
FORT PIERCE, FL 34949

Current Mailing Address:

7 HARBOUR ISLE DRIVE EAST 204
FORT PIERCE, FL 34949 US

FEI Number: 65-0270905

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

BECKFORD, DUSTIN LEE
7 HARBOUR ISLE DRIVE EAST 204
FORT PIERCE, FL 34949 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT, DIRECTOR
Name	BECKFORD, DANIELLE A
Address	7 HARBOUR ISLE DR. EAST 204
City-State-Zip:	FORT PIERCE FL 34949

Title	SECRETARY, DIRECTOR, TREASURER
Name	BECKFORD, DUSTIN L
Address	7 HARBOR ISLE E UNIT #204
City-State-Zip:	FORT PIERCE FL 34949

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIELLE A. BECKFORD PRESIDENT 02/07/2019

Electronic Signature of Signing Officer/Director Detail — Date

Licensee Details

Licensee Information

Name:	**TAYLOR, CHAD GEROME (Primary Name)** **L.E.B. DEMOLITION & CONSULTING CONTRACTORS, INC. (DBA Name)**
Main Address:	**4179-B GATOR TRACE VILLAS** **FORT PIERCE Florida 34982**
County:	**ST. LUCIE**
License Mailing:	
LicenseLocation:	**7 HARBOUR ISLE DRIVE EAST #204** **FORT PIERCE FL 34949**
County:	**ST. LUCIE**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1519945**
Status:	**Current,Active**
Licensure Date:	**08/23/2011**
Expires:	**08/31/2020**

Special Qualifications	**Qualification Effective**
Construction Business	**08/23/2011**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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

TAYLOR, CHAD GEROME

L.E.B. DEMOLITION & CONSULTING CONTRACTORS, INC.
7 HARBOUR ISLE DRIVE EAST #204
FORT PIERCE FL 34949

LICENSE NUMBER: CGC1519945

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.

Licensee Details

Licensee Information

Name:	**BECKFORD, DUSTIN LEE (Primary Name)** **L.E.B. DEMOLITION & CONSULTING CONTRACTORS, INC. (DBA Name)**
Main Address:	**7 HARBOUR ISLE DRIVE EAST #204** **FORT PIERCE Florida 34949**
County:	**ST. LUCIE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Construction Financial Officer**
Rank:	**Fin Officer**
License Number:	**FRO8400**
Status:	**Current**
Licensure Date:	**11/14/2017**
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/18/19

PRODUCER
KRETSCHMER INS AGENCY INC
2401 W Midway Rd
Fort Pierce, FL 34981
(772)467-6656

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
L.E.B. DEMOLITION & CONSULTING CONTRACTOR, INC.
7 Harbour Isle Dr East 204
Fort Pierce, FL 34949
772-461-4545

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: AXIS	
INSURER B: PROGRESSIVE INSURANCE	
INSURER C: BRIDGEFIELD EMPLOYERS	
INSURER D: ALTERRA AMERICA	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	IPZCL00207532	07/30/18	07/30/19	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [ ] NON-OWNED AUTOS	03602617-8	06/30/18	06/30/19	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0830-45435	07/01/18	07/01/19	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D		OTHER EQUIPMENT	MKLM6IM0051765	5/20/18	5/20/19	MAX LIMIT $472,913	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CITY OF FORT PIERCE AND IT'S OFFICIALS, OFFICERS AND EMPLOYEES ARE COVERED AS ADDITIONAL INSURED PER FORM CG 20 37 07 04, WAIVER OF SUBROGATION IS INCLUDED

CERTIFICATE HOLDER

CITY OF FORT PIERCE, ITS OFFICIALS,
OFFICERS, AND EMPLOYEES
P O BOX 1480
FORT PIERCE FL 34954
467-3841

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Angie Tree

© ACORD CORPORATION 1988

POLICY NUMBER: IPZ-CL-0020753-2

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL WRITTEN CONTRACTS	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION – CG 20 10

Coverage provided by this policy to the Additional Insured(s) shown in the Schedule shall be primary insurance and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory, but only if required of the Named Insured by an "insured contract".

All other terms and conditions under the policy remain unchanged.

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POLICY NUMBER: IPZ-CL-0020753-2

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ALL WRITTEN CONTRACTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
PER ALL WRITTEN CONTRACTS	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) AGGREGATE LIMIT AND TOTAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The following is added to the Limits of Insurance shown in the Declarations:

Designated Construction Project Aggregate Limit (Other Than Products-Completed Operations)	**$2,000,000**
Total Aggregate Limit (Other Than Products-Completed Operations)	**$5,000,000**
Designated Construction Project(s):	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be solely attributed to operations at a single designated construction project shown in the Schedule above:

1. The Designated Construction Project Aggregate Limit as shown in the above Schedule is the most we will pay for each construction project designated in the Schedule above.

2. The Designated Construction Project Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought;
   c. Persons or organizations making claims or bringing "suits"; or
   d. Designated construction projects shown in the Schedule above.

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project Aggregate Limit for that designated construction project. The Designated Construction Project Aggregate is subject to the Total Aggregate. However, such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce the Designated Construction Project Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which cannot be solely attributed to operations at a single designated construction project shown in the Schedule above:

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1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project Aggregate Limit.

C. The Total Aggregate Limit shown in the Schedule above is the most we will pay for all payments made under the Designated Project Aggregate Limit for all designated projects and all payments made under the General Aggregate. This includes:
   1. Damages under **COVERAGE A** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
   2. Damages under **COVERAGE B**; and
   3. Medical Expenses under **COVERAGE C**.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and will not reduce the General Aggregate Limit or the Designated Construction Project Aggregate Limit.

E. Any payments made for damages because of "personal and advertising injury" sustained by any one person or organization under **COVERAGE B**, remain subject to the Personal And Advertising Injury Limit and do not apply to the Designated Construction Project Aggregate Limit. Such payments shall reduce the General Aggregate Limit and the Total Aggregate Limit.

F. Any payments made for damages or medical expenses to which the Designated Construction Project Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the Designated Construction Project Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit nor shall they reduce the Designated Construction Project Aggregate Limit for any other designated construction project shown in the Schedule above, subject to the Total Aggregate.

G. Any payments made for damages or medical expenses to which the General Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the General Aggregate Limit shown in the Declarations. Such payments shall not reduce the Designated Construction Project Aggregate Limit for any designated construction project shown in the Schedule above.

H. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

I. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the policy remain unchanged.

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Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONTRACTOR HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

KLEIN, KEVIN JOHN

CLEANBUILDING INC
PO BOX 2211
WINTER PARK FL 32790

LICENSE NUMBER: CJC1154180

EXPIRATION DATE: NOVEMBER 30, 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/19

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	CONTACT NAME: Rick Diaz	
UNITED NATIONS INSURANCE, LLC 21218 St. Andrews Blvd, Ste #400 Boca Raton, FL 33433	PHONE (A/C, No, Ext): (561)988-2542	FAX (A/C, No): (561)988-2543
	E-MAIL ADDRESS: karen@uniagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CleanBuilding, Inc. PO Box 2211 Winter Park, FL 32790	INSURER A : UNITED SPECIALTY INSURANCE CO	12537
	INSURER B : STATE NATIONAL INSURANCE CO	12831
	INSURER C :	
	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 [ ] CLAIMS-MADE [X] OCCUR [X] BLANKET A/I & WOS [X] Primary noncontributory GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		USA4223165	07/30/18	07/30/19	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			USA4223166	07/30/18	07/30/19	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NFA0922972 03	07/30/18	07/30/19	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
	Contractors Pollution			Occurrence			EA. POLL. COND. AGGREGATE EA. Wrongful Act	$1,000,000 $2,000,000 $1,000,000

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

L.E.B. Demolition & Consulting Contractors, Inc. is an additional insured on the General Liability Policy as required by written contract.

CERTIFICATE HOLDER

L.E.B. Demolition & Consulting Contractors, Inc.
7 Harbour Isle Drive East 204
Fort Pierce, Florida 34949

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

Karen LoConte-Diaz

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CleanBuilding INC
ENVIRONMENTAL CONTRACTOR

3/5/2019

To whom it may concern:

CleanBuilding, Inc. has agreed to work with L.E.B. Demolition & Consulting, Inc. to do any asbestos removal that is required under the term contract. CleanBuilding, Inc. will adhere to the Level 1A Certification requirements.

Thank you,

Kevin J. Klein

Kevin J. Klein, Owner
CleanBuilding, Inc.

CleanBuilding, Inc.
P.O. Box 2211 Winter Park, FL 32790
407.478.0627 www.CleanBuilding.com
FL Lic. # CGC1517907, CMC1249946,
CJC1154180, MRSA185 & MRSR229

STATEMENT OF BIDDER QUALIFICATIONS

The following information shall be provided with proposal submittal to allow the City to determine if the offeror is qualified to perform the work specified:

1) Name of Vendor/Company

2) Permanent main office address

3) When organized

4) If a corporation, when/where incorporated

5) How many years have you been engaged in business under your present company/trade name?

6) General character of work performed by your company.

7) List your equipment available for this project.

8) Provide resumes of key personnel who will be assigned to the contract, including photocopies of all licenses and/or certifications.

9) Provide contact person who will be directly responsible for this contract and direct telephone number.

10) Have you ever failed to complete a project and/or defaulted on a contract? If so, specify when, where and with whom.

City Commission Regular Meeting **11.g.**

Meeting Date: 06/03/2019

Re: Dreamland Park - Parking Improvements - Final Chage Order, Bid No. 2016-016

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of Final Change Order in the amount of $3,258.75, bv C.W. Roberts Contracting, Inc. for parking improvements at Dreamland Park in conjunction with the "Wall of Remembrance" project.

SUMMARY:

This change order is necessary for the final closeout of the project. The change order amount, $3,258.75 was the fee for the building permit, which was not part of the original contract proposal.

RECOMMENDATION:

Recommend approval of Change Order No. 7 to C.W. Roberts Contracting Inc.

ALTERNATIVES:

Pay building permit fees directly.

RESPONSIBLE STAFF:

Desmond Sumner, Engineering

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2018/2019
Account:	100-1111-519-6310
Amount:	$3,258.75

FISCAL IMPACT:

Change order will be funded by Parks MSBU Account No. 100-1111-519-6310.

Attachments

Final Change Order

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/24/2019 11:23 AM

City Manager	Nick Mimms	05/24/2019 04:56 PM
Form Started By: John Andrews		Started On: 05/22/2019 01:37 PM
Final Approval Date: 05/24/2019		

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

Received
MAY 20 2019
City of Fort Pierce
City Manager's Office

TO: JOHN R. ANDREWS, P.E., CITY ENGINEER

FROM: Peter Sweeney, City Attorney

RE: C.W. Roberts Contracting, Inc. – Change Order No. 7

CAO RLS File: No. 19-135

DATE: May 17, 2019

RECEIVED
MAY 21 2019
CITY OF FORT PIERCE
ENGINEERING DEPARTMENT

I have reviewed the Request for Legal Services related to the contract with C.W. Roberts Contracting, Inc. - Change Order No. 7. It is approved as to Form and Correctness and I have signed in the appropriate signature spaces.

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

Thank you.

PS/mm

cc: Nicholas C. Mimms, P.E., City Manager
Linda Cox, City Clerk

OK
/cal
5/21/19

RECEIVED
MAY 21 2019
CITY OF FORT PIERCE
ENGINEERING DEPARTMENT

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

Received
MAY 15 2019
City of Fort Pierce
City Manager's Office

CITY ATTORNEY USE ONLY

Date Received:	
Assigned To:	
File:	19-135
Due Date:	
Hours:	

RECEIVED
MAY 16 2019
City Attorney

REQUEST FOR LEGAL SERVICES

TO: PETER J. SWEENEY, CITY ATTORNEY

SUBMITTED BY: JOHN R. ANDREWS, P.E., CITY ENGINEER JRA

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

RE: C.W. ROBERTS CONTRACTING, INC. – CHANGE ORDER NO. 7

DATE: MAY 15, 2019

Service Required: (please circle or underline)

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

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

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

1. **Brief statement of the nature of the request or problem:** Review and approval of Change Order No. 7 for the Furnish and Install Asphaltic Concrete 2018 Street Resurfacing by C.W. Roberts Contracting, Inc. (formerly Lynch Paving, Inc.), Bid No. 2016-016.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:** This is the utilization of a continuing service agreement that C.W. Roberts Contracting, Inc. has with the City of Port St. Lucie. This contract is being utilized for the construction of parking improvements at Dreamland Park.

3. **Time considerations and their significance:** Desire to have resolution on the City Commission meeting of June 3, 2019.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes

5. **Factual background:** The City entered into a contract with C.W. Roberts to provide street resurfacing services under Bid No. 2016-016 in 2016. The City utilized this contract for the parking area and improvements associated with the "Wall of Remembrance" project. This change order is the final reconciliation of the project to pay for permit fees charged by the Building Department.

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** (Requestor should investigate the issue and gather all documents/information pertaining to the matter from any other related departments *prior* to submitting the request to this office)**:**

    - Change Order No. 7

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:** N/A

8. **If this is a request for review of a contract, provide the following:**

    a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)

    City Engineer

    b. **Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.)

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**
			Approved as to Form and Correctness City Attorney - Peter J. Sweeney Signed: _____ Date: 5-17-19

CHANGE ORDER NO. 7

Furnish and Install Asphaltic Concrete 2018 Street Resurfacing

Bid No. 2016-016

DATE: May 15, 2019

CONTRACTOR: C.W. Roberts Contracting, Inc.

OWNER: City of Fort Pierce

ORIGINAL CONTRACT AMOUNT	:	$ 250,000.00
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 2,196,628.06
NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ 3,258.75**
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 2,199,886.81**
CURRENT CONTRACT EXPIRATION DATE	:	July 28, 2019
CONTRACT EXPIRATION DATE ADJUSTED BY THIS CHANGE ORDER	:	July 28, 2019

CHANGES ORDERED:

I. GENERAL:

This Change Order includes compensation for completion of construction of a parking lot located at Dreamland Park in conjunction with the planned "Wall of Remembrance" project, utilizing the referenced unit price contract.

All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

Pay Item No.	*Description*	*Unit*	*Quantity*	*Unit Price*	*Total*
1	Building Permit Fees	LS	1	$3,258.75	$3,258.75

III. JUSTIFICATION:

Fees not part of original proposal, but required by the Building Department.

IV. PAYMENT:

This change order work will increase the existing contract price by $3,258.75 which will be funded by the Parks MSBU Account No. 100-1111-519-6310.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

RECOMMENDED BY:

John R. Andrews, P.E.
City Engineer

By: _____
Signature

Date: 5/15/19

APPROVED AS TO FORM AND CORRECTNESS:

Peter J. Sweeney
City Attorney

By: _____
Signature

Date: 5/17/19

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

Date: _____

ACCEPTED BY:

Robert P. Gent, Vice-President
C.W. Roberts Contracting, Inc.

By: _____
Signature

Date: 5-15-19

CHANGE ORDER NO. 7

Furnish and Install Asphaltic Concrete 2018 Street Resurfacing

Bid No. 2016-016

DATE: May 15, 2019

CONTRACTOR: C.W. Roberts Contracting, Inc.

OWNER: City of Fort Pierce

ORIGINAL CONTRACT AMOUNT	:	$ 250,000.00
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 2,196,628.06
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Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

RECOMMENDED BY:

John R. Andrews, P.E.
City Engineer

By: _____
Signature

Date: 5/15/19

APPROVED AS TO FORM AND CORRECTNESS:

Peter J. Sweeney
City Attorney

By: _____
Signature

Date: 5/17/19

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

Date: _____

ACCEPTED BY:

Robert P. Gent, Vice-President
C.W. Roberts Contracting, Inc.

By: _____
Signature

Date: 5-15-19

City Commission Regular Meeting **11.h.**

Meeting Date: 06/03/2019

Re: Florida Job Growth Infrastructure Grant Agreement and MOU

SUBJECT:

Approval of Florida Job Growth Infrastructure Grant Agreement in the amount of $1,917,841.00 and a Memorandum of Understanding (MOU) with FPUA.

SUMMARY:

The City has been approved for a grant from Florida Job Growth Grant Fund in the amount of $1,917,841.00 which will benefit the citizens of Fort Pierce and customers of the FPUA. The City of Fort Pierce intends to enter into a Florida Job Growth Infrastructure Grant Agreement with the Department of Economic Opportunity (DEO) for an Industrial Sewer Connection and Septic Tank Closure Program. The City intends to enter into a MOU with the Fort Pierce Utilities Authority to complete the project and assist in the fulfillment of the requirements of the DEO Grant Agreement.

RECOMMENDATION:

Approve the MOU and the Job Growth Infrastructure Grant Agreement

ALTERNATIVES:

Do not approve the MOU or Job Growth Infrastructure Grant Agreement

RESPONSIBLE STAFF:

Caleta Scott, Grants Administration Manager

COORDINATED WITH:

Johnna Morris, Director of Finance
Pete Sweeny, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	n/a
Account:	n/a
Amount:	n/a

FISCAL IMPACT:

There is no fiscal impact

Attachments

DEO Grant Agreement
MOU DEO Infrastructure Grant - FPUA/CFP

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/30/2019 09:31 AM
Finance Department	Johnna Morris	05/29/2019 09:40 AM
Finance Department	Johnna Morris	05/30/2019 09:31 AM
City Manager		
Form Started By: Caleta Scott		Started On: 05/10/2019 11:30 AM

DocuSign Envelope ID: 39173662-319B-4887-8C9B-4F24812A0E85

FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and ***the City of Fort Pierce, Florida*** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds;

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), DEO has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State;

WHEREAS, DEO has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to Section 288.101, F.S.;

WHEREAS, DEO is authorized to enter into this Agreement pursuant to section 288.101, F.S.. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other DEO-approved form of official authorization, a copy of which is attached as Exhibit E and made a part of this Agreement;

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Intentionally left Blank**
- **Exhibit E: Grantee's Resolution;**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM. This Agreement is effective as of the date on which DEO executes this Agreement (such date, the "Effective Date") and shall continue until the earlier to occur of (a) December 31, 2034 (such date, the "Expiration Date") unless an extension of the time period is requested by Grantee and granted in writing by DEO prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31,

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37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by DEO in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a ***cost reimbursement*** agreement.

4. RELEASE OF FUNDS: DEO shall pay Grantee up to ***One Million Nine Hundred Seventeen Thousand Eight Hundred Forty One Dollars and Zero Cents ($1,917,841.00)*** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by DEO. Grantee shall not use funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. DEO has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and DEO may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if DEO determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by DEO.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. DEO is responsible for all payments under this Agreement.

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d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: http://www.myfloridacfo.com/aadir/interest.htm.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN**: In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. DEO shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, DEO shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to DEO, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DEO to enter into this Agreement, and in reliance on which DEO has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon DEO's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of

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Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. DEO shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through DEO's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to DEO or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or

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at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two ($35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to DEO if Grantee, or any of Grantee's affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria; or (5) engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela.

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a) Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba, Syria, or Venezuela.

b) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of DEO's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1) (a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b) If DEO does not possess a record requested through a public records request, DEO shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S.

c) Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

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this Agreement term and following completion of this Agreement if Grantee does not transfer the records to DEO upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one business day from receipt of such request.

g) Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of s. 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/).

b) Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) Section 288.101, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute

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discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to DEO any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to DEO such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 30 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." DEO may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. DEO is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if DEO imposes financial consequences on Grantee pursuant to the terms of this Agreement, DEO has the right to recoup all resulting cost, monetary loss and/or funds owed to DEO or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to DEO or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay DEO in full such cost, loss, and/or funds owed to DEO or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe. DEO, in DEO's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to DEO or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@deo.myflorida.com. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of

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business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system (https://www.e-verify.gov/)to verify the employment eligibility of all new employees Grantee hired during the term of this Agreement. Grantee shall include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the subcontract.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, arbitration or administrative proceedings, and all active investigations (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee), that could reasonably be expected to materially affect its ability to perform its obligations under this agreement. Thereafter, Grantee has a continuing duty to promptly disclose all such Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend DEO against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

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d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

e. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Monthly, Grantee shall provide to DEO a Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7260 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of $1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and hardback-covered bound books, with a value or cost of $250 or more).

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without DEO's written permission; provided further that Grantee shall, at all times, follow DEO's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of this Agreement unless otherwise authorized in writing by DEO.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

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17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

18. INSURANCE: During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) calendar days of the Effective Date, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

b. DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK**.**

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

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d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S.. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO

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who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S..

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by DEO in Exhibit A, SCOPE OF WORK, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

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25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: DEO may terminate this Agreement if:

a. DEO determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24-hour written notice to Grantee. DEO shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by DEO of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

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h. Notwithstanding anything in this Agreement to the contrary, if DEO exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, DEO shall decide disputes concerning the performance of this Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

29. INDEMNIFICATION: (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold DEO harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to DEO for reimbursement for costs under this Agreement where DEO is imposing the financial consequences stated herein.

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e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not

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reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing DEO in DEO's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of DEO. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement.

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Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager**:
City of Fort Pierce	Linda Cox, City Clerk/Assistant City Manager
100 North U.S. Highway 1	100 North U.S. Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Phone: 772-467-3052	Phone: 772-467-3052
Email: lcox@city-ftpierce.com	Email: lcox@city-ftpierce.com

DEO's Agreement Manager:

Beth Frost, FCCM
107 East Madison Street, MS #B-047
Tallahassee, FL 32399
Phone: 850-245-7390
Email: beth.frost@deo.myflorida.com

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly-authorized officials sign this Agreement.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**CITY OF FORT PIERCE, FLORIDA**	
By	_____ Signature	**By**	_____ Signature
Title	**Ken Lawson** **Executive Director**	**Title**	**Linda Hudson** **Mayor**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

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Exhibit A
SCOPE OF WORK

1. PROJECT DESCRIPTION: Section 288.101, Florida Statutes ("F.S."), established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded $1,917,841.00 for construction of sanitary sewer infrastructure and connectivity in the industrial and jobs corridor in Fort Pierce, St. Lucie County. The proposed Industrial Sewer Connection and Septic Tank Closure Program will provide sewer access to 37 industrial parcels, of which 22 parcels are served by existing small, medium and large businesses, providing over 178 acres with access to sanitary sewer service for a safer and clean environment, and the opportunity for expansion, growth and new development in a key jobs source center. In addition to the construction of the sanitary sewer service, this project will include acquisition of easements for the lift station and a 6" force main connection and reconstruction of portions of both DiGiorgio Road and Enterprise Road due to limited right-of-way.

2. GRANTEE'S RESPONSIBILITIES:

a. **COMMENCEMENT AND TIMELINE**.

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
DEO shall not reimburse Grantee for any work performed prior to the Effective Date unless DEO expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:
- Provide to DEO's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from DEO's Agreement Manager a Notice to Proceed.
DEO shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence immediately upon receipt of the Notice to Proceed from DEO (the "Commencement Date"), and shall be completed on or before the fifth anniversary of the Effective Date (the "Completion Date"), unless terminated earlier. DEO shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to DEO upon DEO's request to DEO's satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, DEO may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not obligated under this Agreement by June 30, 2022 shall be forfeited and shall revert back to DEO.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS**.

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to DEO that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to DEO certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to DEO on or before the Commencement Date, DEO may, in its sole and absolute discretion, terminate this Agreement.

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3) Grantee shall provide to DEO its written notification of either its intent to:

a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by DEO, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.

4) If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of Sections 255.0991 and 255.0992, F.S.

5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.

6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.

7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. DEO shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.

8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 for each occurrence, and property damage insurance of at least $100,000 for each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of this Agreement, when it includes construction within the limits of a railroad right-of-way, Grantee must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of DOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it meets any other applicable standards.

11) Upon completion of the work authorized by this Agreement, Grantee shall notify DEO in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit F. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from DEO in advance of the deviation being constructed.

12) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in Exhibit E. The terms of this provision shall survive the termination of this Agreement and may be enforced by DEO.

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c. **RETURN ON INVESTMENT**. Grantee's failure to meet the Return on Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.
1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least $650,000 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Capital Investment Date").
2) Grantee shall certify that at least 743 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Job Creation Date").
3) Grantee shall certify that 125 Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

ci. **CONSTRUCTION**: Grantee shall complete the following as part of the Industrial Sewer Connection and Septic Tank Closure Program:

1) Complete design and engineering plans
2) Obtain the following easements:
   a) a 15 foot easement for a Force Main to US-1
   b) A 30'x30' lift station easement along Enterprise Road in Fort Pierce, Florida
3) Construct the Sanitary Sewer system in accordance with approved design plans, including reconstruction of portions of DiGiorgio Road and Enterprise Road, as required to restore full access.

3. DEO'S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Grantee.

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1: Design and Engineering		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete design and engineering plans in accordance with Sections 2.b and 2.d.1 of this Scope of Work.	Complete design and engineering plans in accordance with Sections 2.b and 2.d.1 of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies (in digital or hard copy format) of final design and engineering plans.	Failure to meet the minimum level of service shall result in non-payment.
		DELIVERABLE NO. 1 NOT TO EXCEED: $494,216.00
Deliverable No. 2: Land Acquisition		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete acquisition of required easements in accordance with Section 2.d.2 of this Scope of Work.	Complete acquisition of easements in accordance with Section 2.d.2 of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies of the executed and recorded easements, including legal descriptions.	Failure to meet the minimum level of service shall result in non-payment.
		DELIVERABLE NO. 2 NOT TO EXCEED: $34,500.00
Deliverable No. 3: Construction		
	Minimum Level of Service	**Financial**

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Tasks		Consequences
Complete construction in accordance with Sections 2.b and 2.d.3 of this Scope of Work.	At a minimum, complete ten percent (10%) of the construction as detailed in Sections 2.b and 2.d.3 of the Scope of Work. Grantee may request reimbursement upon completion of construction in the following increments: a. 10% completion; b. 20% completion; c. 30% completion; d. 40% completion; e. 50% completion; f. 60% completion; g. 70% completion; h. 80% completion; i. 90% completion; and j. 100% completion Construction progress shall be evidenced by the following documentation: a. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; b. Photographs of project in progress; and c. Invoice package in accordance with Section 7 of the Scope of Work. DEO shall retain 10% of total allocation for this deliverable ($138,912.50) to be paid upon evidence of 100% completion.	Failure to meet the minimum level of service shall result in non-payment. DEO shall retain 10% of the total allocation for this deliverable ($138,912.50) as a financial consequence if Grantee fails to complete construction on or before the fifth anniversary of the Effective Date.
		DELIVERABLE NO. 3 NOT TO EXCEED: $1,389,125.00
TOTAL AMOUNT NOT TO EXCEED $1,917,841.00		

5. Additional Financial Consequences: The following financial consequences apply under the following circumstances:

a. RETURN ON INVESTMENT. If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then DEO will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. DEO has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance

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requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If DEO makes such a demand for repayment, Grantee shall remit funds to DEO within twenty-four (24) months of such demand. In addition to any other remedies available to DEO, in the event that Grantee fails to remit such funds to DEO within twenty-four (24) months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. DEO will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. DEO shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate sanctions imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and DEO shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for $100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for $90,000, and the remaining $10,000 will be withheld.

c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), DEO hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by twelve (12) months. In the event that Grantee exercises the Option, within ten (10) business days of exercising the Option, Grantee shall pay to DEO a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to DEO written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon DEO's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

d. The Parties acknowledge and agree that the remedies set forth in this Section 5 constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by DEO would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each of the Parties further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DEO will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions DEO would not enter into this Agreement.

6. REPORTING:

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Section 4. Quarterly reports are due to DEO no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are: September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4, and the Minority and Service-Disabled Veteran Business Enterprise Report required in this Agreement. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

b. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

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c. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the ten (10) year anniversary of the Completion Date falls, Grantee shall provide DEO with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/).

a. Grantee shall provide one invoice per quarter for all services rendered during the applicable period of time.
b. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
    2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
    3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
    4) Photographs of the project in progress and completed work;
    5) A copy of all supporting documentation for vendor payments;
    6) A copy of the cancelled check(s) specific to the project; and
    7) A copy of the bank statement that includes the cancelled check.
c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's rights under this Agreement, at law, or in equity, including but not limited to, DEO's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

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10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide advance written notification to DEO, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, in DEO's sole discretion, to demand that Grantee reimburse DEO for part or all the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.

    2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.

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1) New Job – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).
2) Retained Jobs – Retained Jobs are jobs that would have been eliminated, or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
3) Leased Employees – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1,820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.

c. **Determination of Capital Investment.** DEO accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

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- End of Exhibit A (SCOPE OF WORK) -

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Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Exhibit B.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. If DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, as revised.

1. If the recipient expends $750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. Attachment 1 to this indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.

3. If the recipient expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. If that the recipient expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

PART II: STATE FUNDED. This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. If the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental

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entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment 1 to this exhibit indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statues, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:
   http://www.myflorida.com/audgen/pages/flsaa.htm

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding Grantee must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.

2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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PART V: RECORD RETENTION.

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project ***DEPARTMENT OF ECONOMIC OPPORTUNITY, CSFA NUMBER 40.043, ECONOMIC DEVELOPMENT TAX REFUND, TAX CREDIT, AND GRANT PROGRAM*** *- $* **1,917,841.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ***ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.***

2. ***N/A***

3. **N/A**

NOTE: List applicable compliance requirements

NOTE: Title 2 CFR 200.331, as revised, and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____	_____
Signature of Authorized Representative	Date
_____	_____
Printed Name of Authorized Representative	Title of Authorized Representative

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EXHIBIT D

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EXHIBIT E

GRANTEE'S RESOLUTION

DocuSign Envelope ID: 39173662-319B-4887-8C9B-4F24812A0E85

EXHIBIT F

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
and CITY OF FORT PIERCE, FLORIDA

PROJECT DESCRIPTION: Construction of sanitary sewer infrastructure and connectivity in the industrial and jobs corridor in Fort Pierce, St. Lucie County.

DEO Agreement
No. _____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____ _____, 20___.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish DEO a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
DEO INFRASTRUCTURE GRANT AGREEMENT
NO. G0057

THIS MEMORANDUM OF UNDERSTANDING (the MOU) is made by and between the **CITY OF FORT PIERCE**, a Florida Municipal Corporation (the City or Grantee), and the **FORT PIERCE UTILITIES AUTHORITY**, a municipal authority created by the Charter of the City of Fort Pierce, Florida (FPUA). The City and FPUA are referred to herein as a party, or collectively as the parties.

RECITALS

WHEREAS, pursuant to section 288.101, Florida Statutes, the City and FPUA submitted a proposal to the Florida Department of Economic Opportunity (DEO) for a grant from the Florida Job Growth Grant Fund for an Industrial Sewer Connection and Septic Tank Closure program;

WHEREAS, the proposed Industrial Sewer Connection and Septic Tank Closure Program (the Project) includes construction of sanitary sewer infrastructure and connectivity in the industrial and jobs corridor in Fort Pierce, St. Lucie County that will provide sewer access to 37 industrial parcels, of which 22 parcels are served by existing small, medium and large businesses, providing over 178 acres with access to sanitary sewer service for a safer and cleaner environment, and the opportunity for expansion, growth and new development in a key jobs source center in Fort Pierce, Florida.

WHEREAS, based on the submitted proposal, the DEO determined the Project will facilitate the economic development and growth of the State by improving public infrastructure, enhancing workforce training, and promoting economic recovery and diversification;

WHEREAS, the City was approved for a grant from the Florida Job Growth Grant Fund in the amount of $1,917,841.00 for the Project, and the Project will benefit the citizens of Fort Pierce and customers of FPUA;

WHEREAS, the City intends to enter into a Florida Job Growth Infrastructure Grant Agreement with the DEO (the Agreement) pursuant to section 288.101, Florida Statues;

WHEREAS, the City and FPUA desire to enter into this MOU and work together to complete the Project and fulfill the requirements of the Agreement, and as more fully described herein, and approved by the DEO pursuant to Section 14 of the Agreement, the City and FPUA intend for FPUA to complete the design and construction of the Project, and the City and FPUA will complete the other tasks required by the Agreement as set forth and described in this MOU;

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

1. **Fulfillment of Grantee Responsibilities**

The Agreement is a ***cost reimbursement*** agreement and sets forth various requirements and responsibilities for the successful completion of the Project by the Grantee and the reimbursement of expenses to FPUA for the cost of Project. The parties agree to work together to fulfill all necessary requirements of the Agreement, and each party shall undertake and complete those tasks described herein this MOU as follows:

(a) FPUA's Responsibilities. FPUA shall be responsible for the following tasks and deliverables for the Project.

(i) The design, construction and permitting of the Project, from inception through completion, as described in Exhibit A, Sections 2(a), 2(b) and 2(d), including the issuance of bids, request for proposals (RFP) or other solicitations for the Project, and the award of contracts thereto. FPUA may in its sole discretion subcontract any or all of the work related to the Project, and shall be solely responsible for the selection of contractors, and the issuance of payments for the work completed.

(ii) Provide the DEO all deliverables and related documentation as described in Exhibit A, Section 4, and send a true and complete copy of said deliverables and documentation to the City.

(iii) Provide the DEO Quarterly Progress Reports as required by Exhibit A, Section 6(a), and the Close-Out-Report required by Exhibit A, Section 6(b), with a copy to the City. The quarterly reports will include a summary of the project progress, indicating the percentage of completion of each task identified in Exhibit A, Section 4, and the Minority and Service-Disabled Veteran Business Enterprise Report as required in the agreement. The Close-Out Report shall include copies of all paid invoices to document the work completed.

(iv) FPUA shall prepare and provide the invoices and supporting documentation required by the Agreement, including such other information and documentation requested or required by the DEO, for the remittance of grant funds to the City for payment to FPUA. FPUA will prepare the invoices on behalf of the City and send them to the DEO, with a copy to the City.

(v) FPUA shall provide the DEO a Certificate of Coverage evidencing the required insurance coverage described in Exhibit A, Section 2(b)(9), with a copy to the City.

(vi) FPUA agrees to comply with the audit and record keeping requirements of Section 11 of the Agreement, and Part V of Exhibit B, AUDIT REQUIREMENTS.

(b) The City's Responsibilities. The City shall be responsible for the following tasks and deliverables for the Project.

(i) Provide the DEO with the Return on Investment certification of private capital investment, and certification of new jobs and retained jobs as required by Exhibit A, Section 2(c), with copy to FPUA.

(ii) Submit the Follow-up Reports required by Exhibit A, Section 6(c) including certification of new jobs and retained jobs resulting from the Project, and the amount of private capital investment made and paid for by private business at the location of the Project or in conjunction with the Project. The City will send the reports to the DEO with a copy to FPUA.

(iii) The City shall provide a Certificate of Coverage evidencing the required insurance coverage described in Exhibit A, Section 2(b)(9).

(iv) The City agrees to comply with the audit and record keeping requirements of Section 11 of the Agreement, and Part V of Exhibit B, AUDIT REQUIREMENTS.

(v) As required by Section 14(e) of the Agreement and Section 7 of Exhibit A, Scope of Work, the City shall remit funds received from the DEO to FPUA within (seven) 7 working days of the date it receives funds from the DEO, including any partial or full payments, and provide documentation of such remittances as required by the Agreement.

Any tasks to be completed by the Grantee under the Agreement which are not specifically included or referenced in this MOU shall be completed by the City, with the help and assistance of FPUA as requested by the City; and any tasks to be completed by a subcontractor in the Agreement shall be completed by FPUA or its subcontractor(s), with the help and assistance of the City as requested by FPUA.

2. **One-Time Extension Options under Exhibit A, Section 5(c)**

In the event the parties agree to exercise the one-time option to extend the Completion Date under Exhibit A, Section 5(c) solely because FPUA will be unable to complete the Project on or before the Completion Date (as defined in the Agreement) FPUA shall bear the financial consequences related to the one-time extension request. In the event the parties exercise the one-time extension option under Exhibit A, Section 5(c) to extend the Expiration Date, Job Creation Date, or Capital Investment Date for any reason other than FPUA's failure to complete the Project on or before by the Completion Date, the City shall bear the financial consequences related to the one-time extension request.

3. **General Terms**

This MOU shall be effective upon the date the last party signs, and shall continue until the completion of the project and termination of the Agreement by its terms. This MOU

represents the entire understanding and agreement between the City and FPUA with respect to the subject matter and supersedes any prior or contemporaneous discussions, negotiations, understandings, or representations, whether oral or in writing. The provisions of this MOU may not be amended, altered or changed except in writing signed by the parties. If any provision of this MOU is found to be illegal, void or unenforceable, the remaining provisions shall be interpreted to give full effect to the parties' intent. The failure or delay of either party to exercise any right, remedy, power or privilege under this MOU shall not operate as a waiver thereof, nor shall it be construed as a waiver of any continuing or succeeding breach or of any other right, remedy, power or privilege. Any waiver must be in writing signed by the parties.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates written below:

ATTEST:

_____
City Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
City Attorney

ATTEST:

_____
Secretary

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

City Commission Regular Meeting **12.a.**

Meeting Date: 06/03/2019

Re: Voluntary Annexation For Two Unaddressed Parcels On Orange Avenue (2407-131-0002-000-2 & 2407-131-0001-000-5)

SUBJECT:

Legislative Hearing - Ordinance 19-026 extending the territorial limits of the City of Fort Pierce, Florida, to include a 4.42-acre, unaddressed parcel generally located on the north side of Orange Avenue between La Jean Drive and North 39th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation of two parcels of land along with the Zoning designations of I-1, Light Industrial, and Future Land Use Designations of I, Industrial for each parcel.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

According to the St. Lucie Property Appraiser, Parcel ID# 2407-131-0002-000-2 has a Taxable Value of $1,216 and a 2018 tax bill of $93.37. Parcel ID# 2407-131-0001-000-5 has a Taxable Value of $432 and a 2018 tax bill of $33.17.

Attachments

Staff Report

Draft Ordinance 19-026

Form Review

Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 06:15 PM
City Manager	Rebeca Guerra	05/23/2019 07:31 PM

City Manager	Rebeca Guerra	05/24/2019 09:52 AM
City Manager	Linda Cox	05/28/2019 10:51 AM

Form Started By: Rebeca Guerra Started On: 05/22/2019 06:09 PM

Final Approval Date: 05/28/2019

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: **Applications for Annexation of Two (2) Parcels**
Two (2) unaddressed parcels on Orange Avenue

CITY COMMISSION DATES: June 3, 2019 and June 17, 2019

STAFF REPORT

Property Owner: Orange Avenue Storage, LLC
116 Gulfstream Road
Palm Beach, FL 33480

Requested Action: Approval of Voluntary Applications for Annexation of two (2) parcels of land along with the Zoning designations of I-1, Light Industrial, and Future Land Use Designations of I, Industrial for each parcel.

Site Location: Two (2) unaddressed parcels generally located on the north side of Orange Avenue between La Jean Drive and North 39th Street, in Fort Pierce, Florida.

Parcel ID's: 2407-131-0002-000-2 & 2407-131-0001-000-5

Parcel Size: 4.42 acres and 1.57 acres

Current Zoning: IL, Light Industrial (St. Lucie County)

Current Future Land Use: I, Industrial (St. Lucie County)

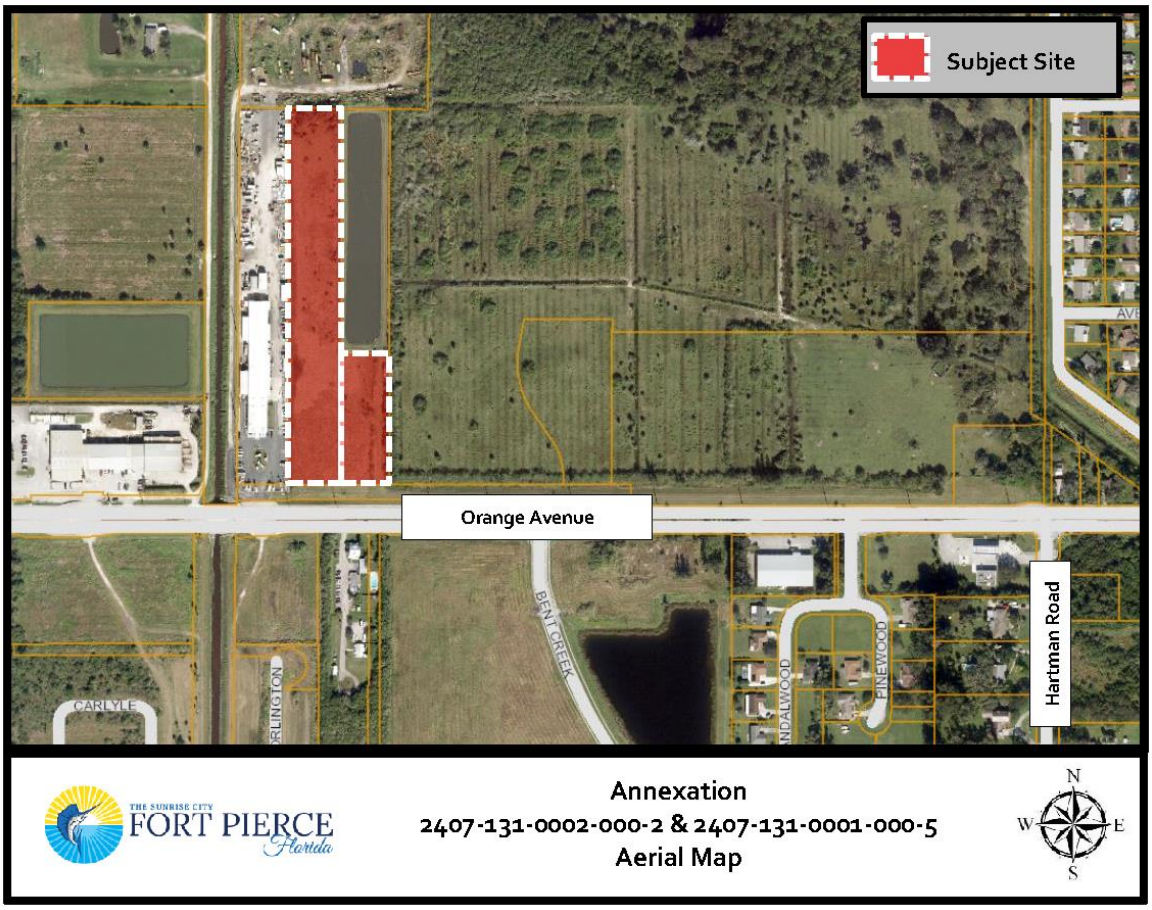
Proposed Zoning: I-1, Light Industrial

Proposed Future Land Use: I, Industrial

	North	East	South	West
Surrounding Zoning:	I-1	PUD (SLC)	CG (SLC), C-3	I-1
Surrounding FLU:	CI	RM & RH (SLC)	COM (SLC), CC	CI

Staff Analysis:

This is a request for a voluntary annexation of two (2) properties (Parcel ID's 2407-131-0002-000-2 & 2407-131-0001-000-5) generally located on the north side of Orange Avenue between La Jean Drive and North 39th Street in Fort Pierce, Florida.



The current St. Lucie County Zoning for all of these parcels on Orange Avenue is IL, Light Industrial, with a St. Lucie County Future Land Use of I, Industrial. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation for all parcels will be I-1, Light Industrial, and the proposed Future Land Use designation for all parcels will be I, Industrial.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce.

This proposed annexations are also consistent with F.S 171.044, whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties are approximately $1,216 and $432. If the Applications for Annexation are approved, it would create two (2) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the two (2) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where these annexations are taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of these properties would help to continue eliminating irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designations of I-1, Light Industrial, and the Future Land Use designations of I, Industrial would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of these annexations by mail to the St. Lucie County Administrator's Office on May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5-0 to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed two (2) annexations along with the Zoning designations of I-1, Light Industrial, and Future Land Use designations of I, Industrial for each of the parcels.

ORDINANCE NO. 19-026

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **A 4.42-ACRE, UNADDRESSED PARCEL GENERALLY LOCATED ON THE NORTH SIDE OF ORANGE AVENUE BETWEEN LA JEAN DRIVE AND NORTH 39TH STREET IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the

St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2407-131-0002-000-2

A 4.42-ACRE PORTION OF A LOT DESCRIBED AS:

PARCEL ONE:
THE WEST 158 ¼ FEET OF THE EAST 1107 ¾ FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LOCATED IN ST. LUCIE COUNTY, FLORIDA. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

PARCEL TWO:
BEGINNING AT A POINT 791 ¼ FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTIN 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND RUN WEST 158 ¼ FEET, THENCE NORTH TO THE NORTH LINE OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼, THENCE EAST 158 ¼ FEET, THENCE SOUTH TO THE PINT OF BEGINNING. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

ALSO LESS THE FOLLOWING DESCRIBED PARCEL:

PARCEL NO.225

A PORTION OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND BOAT SPIKE MARKING THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 00°14'12" WEST ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 808.205 METERS (2,651.59 FEET) TO A POINT ON A FOUND BOAT SPIKE MARKING THE EAST ¼ CORNER OF SAID SECTION 7, SAID POINT BEING ON THE BASELINE OF SURVEY FOR STATE ROAD 68 (ORANGE AVENUE) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ITEM/SEGMENT NO. 2301081, SECTION NO. 94070-2505; THENCE CONTINUE NORTH 00°24'26" WEST, A DISTANCE OF 12.192 METERS (40.00 FEET) TO A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 152.406 METERS (500.02 FEET) TO THE POINT OF BEGINNING THENCE SOUTH 89°42'09" WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE NORTH 00°02'50" WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE SOUTH 00°02'50" EAST, A DISTANCE OF 239.465 METERS (785.64 FEET) TO THE POINT OF BEGINNING.

CONTAINING 1.1551 HECTARES (2.854 ACRES), MORE OR LESS.

TOTAL CONTAINGING: 6.49 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

Said property containing 4.42 acres, more or less, and being generally located on the north side of Orange Avenue between La Jean Drive and North 39th Street, in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned I-1, Light Industrial, and assigned a Future Land Use Designation of I, Industrial, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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-___ was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

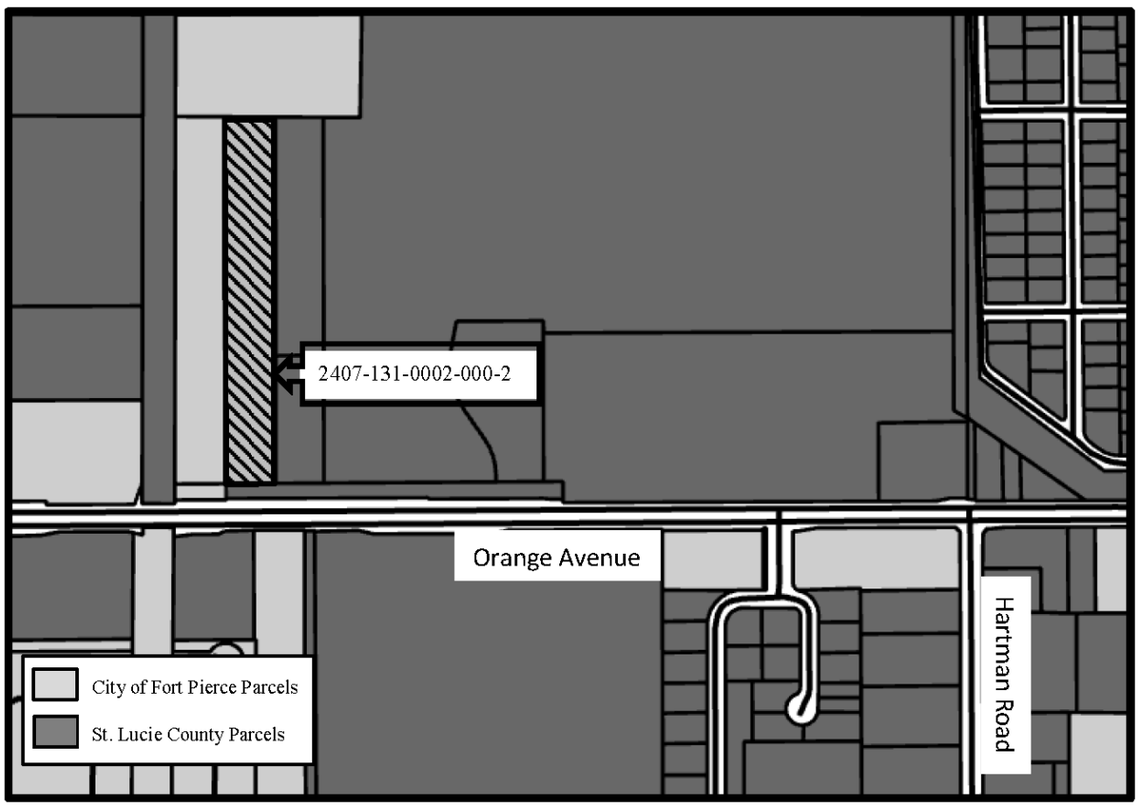
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



A 4.42-ACRE PORTION OF A LOT DESCRIBED AS:

PARCEL ONE:
THE WEST 158 ¼ FEET OF THE EAST 1107 ¾ FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LOCATED IN ST. LUCIE COUNTY, FLORIDA. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

PARCEL TWO:
BEGINNING AT A POINT 791 ¼ FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTIN 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND RUN WEST 158 ¼ FEET, THENCE NORTH TO THE NORTH LINE OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼, THENCE EAST 158 ¼ FEET, THENCE SOUTH TO THE PINT OF BEGINNING. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

ALSO LESS THE FOLLOWING DESCRIBED PARCEL:

PARCEL NO.225

A PORTION OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND BOAT SPIKE MARKING THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 00°14’12” WEST ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 808.205 METERS (2,651.59 FEET) TO A POINT ON A FOUND BOAT SPIKE MARKING THE EAST ¼ CORNER OF SAID SECTION 7, SAID POINT BEING ON THE BASELINE OF SURVEY FOR STATE ROAD 68 (ORANGE AVENUE) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ITEM/SEGMENT NO. 2301081, SECTION NO. 94070-2505;

EXHIBIT A (Continued)
Annexed Area & Legal Description

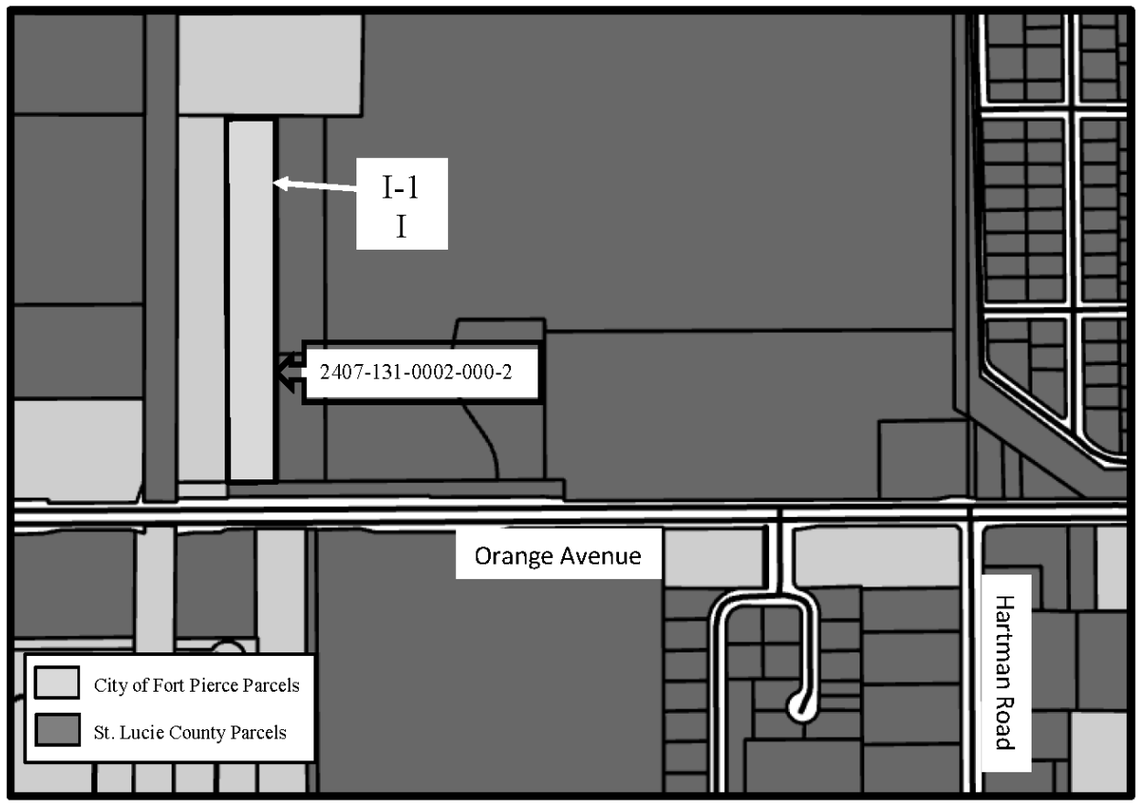
THENCE CONTINUE NORTH 00°24’26” WEST, A DISTANCE OF 12.192 METERS (40.00 FEET) TO A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 152.406 METERS (500.02 FEET) TO THE POINT OF BEGINNING THENCE SOUTH 89°42’09” WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE NORTH 00°02’50” WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE SOUTH 00°02’50” EAST, A DISTANCE OF 239.465 METERS (785.64 FEET) TO THE POINT OF BEGINNING.

CONTAINING 1.1551 HECTARES (2.854 ACRES), MORE OR LESS.

TOTAL CONTAINGING: 6.49 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

EXHIBIT B
Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned IL, Light Industrial, with a Future Land Use of I, Industrial. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of I-1, Light Industrial and have a Future Land Use Designation of I, Industrial.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3104316 OR BOOK 2875 PAGE 2527, Recorded 09/05/2007 at 02:29 PM

RETURN TO: BOX 145
This instrument prepared by:
R. N. Koblegard, III, Esq.
200 S. Indian River Drive, Suite 201
Fort Pierce, FL 34950

Property Appraisers Parcel Identification (Folio) Number(s):
2407-131-0001-000/5 & 2407-131-0002-000/2

ANNEXATION AGREEMENT
Limited Liability Company

NORTH SIDE OF ORANGE AVENUE ¼ MILE (M/L) EAST OF I-95
Location Address
116 Gulfstream Road, Palm Beach, FL 33480
Mailing Address (if different from location address)

Rank 18.5?

To: WATER/WASTEWATER ENGINEERING
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

See attached Exhibit A for legal description

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, the GRANTOR has caused these presents to be executed in its name, by its proper member thereunto duly authorized this 29th *day of* August, *2007.*

ORANGE AVENUE STORAGE, LLC, a Florida Limited Liability Company
GRANTOR

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Witness Signature
Kelly Boyd
Printed Witness Signature

Witness Signature
Jan Emerson
Printed Witness Signature

MANAGING MEMBER (Signature)
Robert K. Wood
Printed Signature
116 Gulfstream Road
Address
Palm Beach, FL 33480-4708
City, State, Zip

STATE OF ~~FLORIDA~~ KENTUCKY
COUNTY OF FAYETTE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **ROBERT K. WOOD** known to me to be the Managing Member of **ORANGE AVENUE STORAGE, LLC, a Florida Limited Liability Company**, the entity in whose name the foregoing instrument was executed, and that he/she acknowledged executing the same for such entity, freely and voluntarily, under authority duly vested in him/her by said entity, that I relied upon the following form of identification of the above-named person: Driver's License, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Witness my hand and official Seal in the County and State last aforesaid this 29th day of August A.D. 2007.

Notary Signature

EXHIBIT C (Continued)
Fort Pierce Utilities Authority Annexation Agreement

LEGAL DESCRIPTION

PARCEL ONE:
THE WEST 158 ¼ FEET OF THE EAST 1107 ¾ FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LOCATED IN ST. LUCIE COUNTY, FLORIDA. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

PARCEL TWO:
BEGINNING AT A POINT 791 ¼ FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND RUN WEST 158 ¼ FEET, THENCE NORTH TO THE NORTH LINE OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼, THENCE EAST 158 ¼ FEET, THENCE SOUTH TO THE POINT OF BEGINNING. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

ALSO LESS THE FOLLOWING DESCRIBED PARCEL:

PARCEL NO. 225

A PORTION OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND BOAT SPIKE MARKING THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 00°14'12" WEST ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 808.205 METERS (2,651.59 FEET) TO A POINT ON A FOUND BOAT SPIKE MARKING THE EAST 1/4 CORNER OF SAID SECTION 7, SAID POINT BEING ON THE BASELINE OF SURVEY FOR STATE ROAD 68 (ORANGE AVENUE) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ITEM/SEGMENT NO. 2301081, SECTION NO. 94070-2505; THENCE CONTINUE NORTH 00°24'26" WEST, A DISTANCE OF 12.192 METERS (40.00 FEET) TO A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE FOR SAID STATE ROAD 68 (ORANGE AVENUE); THENCE SOUTH 89°42'09" WEST ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 650.538 METERS (2,134.31 FEET); THENCE NORTH 00°02'50" WEST, A DISTANCE OF 152.406 METERS (500.02 FEET) TO THE POINT OF BEGINNING THENCE SOUTH 89°42'09" WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE NORTH 00°02'50" WEST, A DISTANCE OF 239.487 METERS (785.72 FEET); THENCE NORTH 89°43'43" EAST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE SOUTH 00°02'50" EAST, A DISTANCE OF 239.465 METERS (785.64 FEET) TO THE POINT OF BEGINNING.

CONTAINING 1.1551 HECTARES (2.854 ACRES), MORE OR LESS.

TOTAL CONTAINING: 6.49 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

EXHIBIT "A"

City Commission Regular Meeting **12.b.**

Meeting Date: 06/03/2019

Re: Voluntary Annexation For Two Unaddressed Parcels On Orange Avenue (2407-131-0002-000-2 & 2407-131-0001-000-5)

SUBJECT:

Legislative Hearing - Ordinance 19-027 extending the territorial limits of the City of Fort Pierce, Florida, to include a 1.57-acre, unaddressed parcel generally located on the north side of Orange Avenue between La Jean Drive and North 39th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation of two parcels of land along with the Zoning designations of I-1, Light Industrial, and Future Land Use Designations of I, Industrial for each parcel.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

According to the St. Lucie Property Appraiser, Parcel ID# 2407-131-0002-000-2 has a Taxable Value of $1,216 and a 2018 tax bill of $93.37. Parcel ID# 2407-131-0001-000-5 has a Taxable Value of $432 and a 2018 tax bill of $33.17.

Attachments

Staff Report

Draft Ordinance 19-027

Form Review

Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 06:15 PM
City Manager	Rebeca Guerra	05/23/2019 07:31 PM

City Manager	Rebeca Guerra	05/24/2019 09:52 AM

Form Started By: Rebeca Guerra
Started On: 05/22/2019 06:09 PM
Final Approval Date: 05/28/2019

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: **Applications for Annexation of Two (2) Parcels**
Two (2) unaddressed parcels on Orange Avenue

CITY COMMISSION DATES: June 3, 2019 and June 17, 2019

STAFF REPORT

Property Owner: Orange Avenue Storage, LLC
116 Gulfstream Road
Palm Beach, FL 33480

Requested Action: Approval of Voluntary Applications for Annexation of two (2) parcels of land along with the Zoning designations of I-1, Light Industrial, and Future Land Use Designations of I, Industrial for each parcel.

Site Location: Two (2) unaddressed parcels generally located on the north side of Orange Avenue between La Jean Drive and North 39th Street, in Fort Pierce, Florida.

Parcel ID's: 2407-131-0002-000-2 & 2407-131-0001-000-5

Parcel Size: 4.42 acres and 1.57 acres

Current Zoning: IL, Light Industrial (St. Lucie County)

Current Future Land Use: I, Industrial (St. Lucie County)

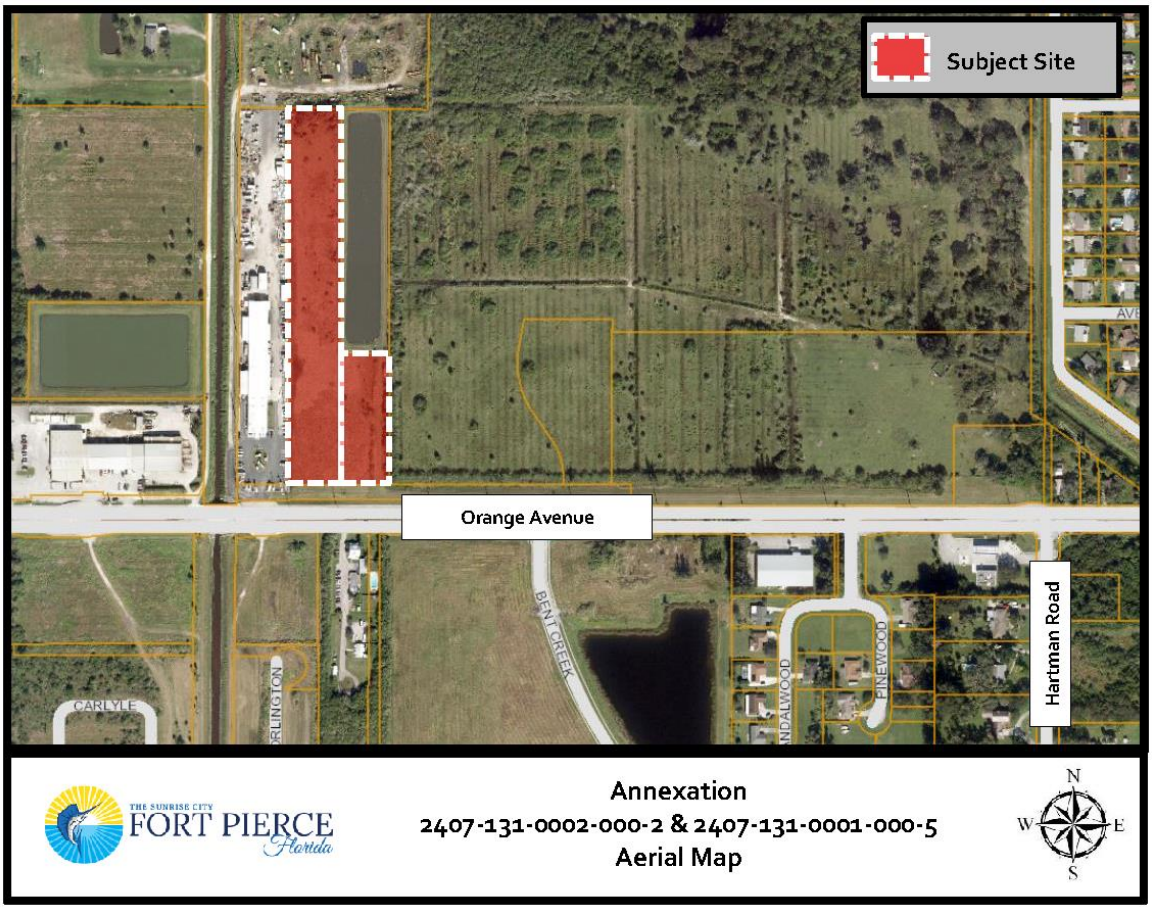
Proposed Zoning: I-1, Light Industrial

Proposed Future Land Use: I, Industrial

	North	East	South	West
Surrounding Zoning:	I-1	PUD (SLC)	CG (SLC), C-3	I-1
Surrounding FLU:	CI	RM & RH (SLC)	COM (SLC), CC	CI

Staff Analysis:

This is a request for a voluntary annexation of two (2) properties (Parcel ID's 2407-131-0002-000-2 & 2407-131-0001-000-5) generally located on the north side of Orange Avenue between La Jean Drive and North 39th Street in Fort Pierce, Florida.



The current St. Lucie County Zoning for all of these parcels on Orange Avenue is IL, Light Industrial, with a St. Lucie County Future Land Use of I, Industrial. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation for all parcels will be I-1, Light Industrial, and the proposed Future Land Use designation for all parcels will be I, Industrial.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce.

This proposed annexations are also consistent with F.S 171.044, whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties are approximately $1,216 and $432. If the Applications for Annexation are approved, it would create two (2) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the two (2) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where these annexations are taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of these properties would help to continue eliminating irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designations of I-1, Light Industrial, and the Future Land Use designations of I, Industrial would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of these annexations by mail to the St. Lucie County Administrator's Office on May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5-0 to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed two (2) annexations along with the Zoning designations of I-1, Light Industrial, and Future Land Use designations of I, Industrial for each of the parcels.

DRAFT ORDINANCE NO. 19-027

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **A 1.57-ACRE, UNADDRESSED PARCEL GENERALLY LOCATED ON THE NORTH SIDE OF ORANGE AVENUE BETWEEN LA JEAN DRIVE AND NORTH 39TH STREET IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the

St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2407-131-0001-000-5

A 1.57-ACRE PORTION OF A LOT DESCRIBED AS:

PARCEL ONE:
THE WEST 158 ¼ FEET OF THE EAST 1107 ¾ FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LOCATED IN ST. LUCIE COUNTY, FLORIDA. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

PARCEL TWO:
BEGINNING AT A POINT 791 ¼ FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTIN 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND RUN WEST 158 ¼ FEET, THENCE NORTH TO THE NORTH LINE OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼, THENCE EAST 158 ¼ FEET, THENCE SOUTH TO THE PINT OF BEGINNING. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

ALSO LESS THE FOLLOWING DESCRIBED PARCEL:

PARCEL NO.225

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COMMENCE AT A FOUND BOAT SPIKE MARKING THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 00°14'12" WEST ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 808.205 METERS (2,651.59 FEET) TO A POINT ON A FOUND BOAT SPIKE MARKING THE EAST ¼ CORNER OF SAID SECTION 7, SAID POINT BEING ON THE BASELINE OF SURVEY FOR STATE ROAD 68 (ORANGE AVENUE) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ITEM/SEGMENT NO. 2301081, SECTION NO. 94070-2505; THENCE CONTINUE NORTH 00°24'26" WEST, A DISTANCE OF 12.192 METERS (40.00 FEET) TO A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 152.406 METERS (500.02 FEET) TO THE POINT OF BEGINNING THENCE SOUTH 89°42'09" WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE NORTH 00°02'50" WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE SOUTH 00°02'50" EAST, A DISTANCE OF 239.465 METERS (785.64 FEET) TO THE POINT OF BEGINNING.

CONTAINING 1.1551 HECTARES (2.854 ACRES), MORE OR LESS.

TOTAL CONTAINGING: 6.49 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

Said property containing 1.57 acres, more or less, and being generally located on the north side of Orange Avenue between La Jean Drive and North 39th Street, in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned I-1, Light Industrial, and assigned a Future Land Use Designation of I, Industrial, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-027 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

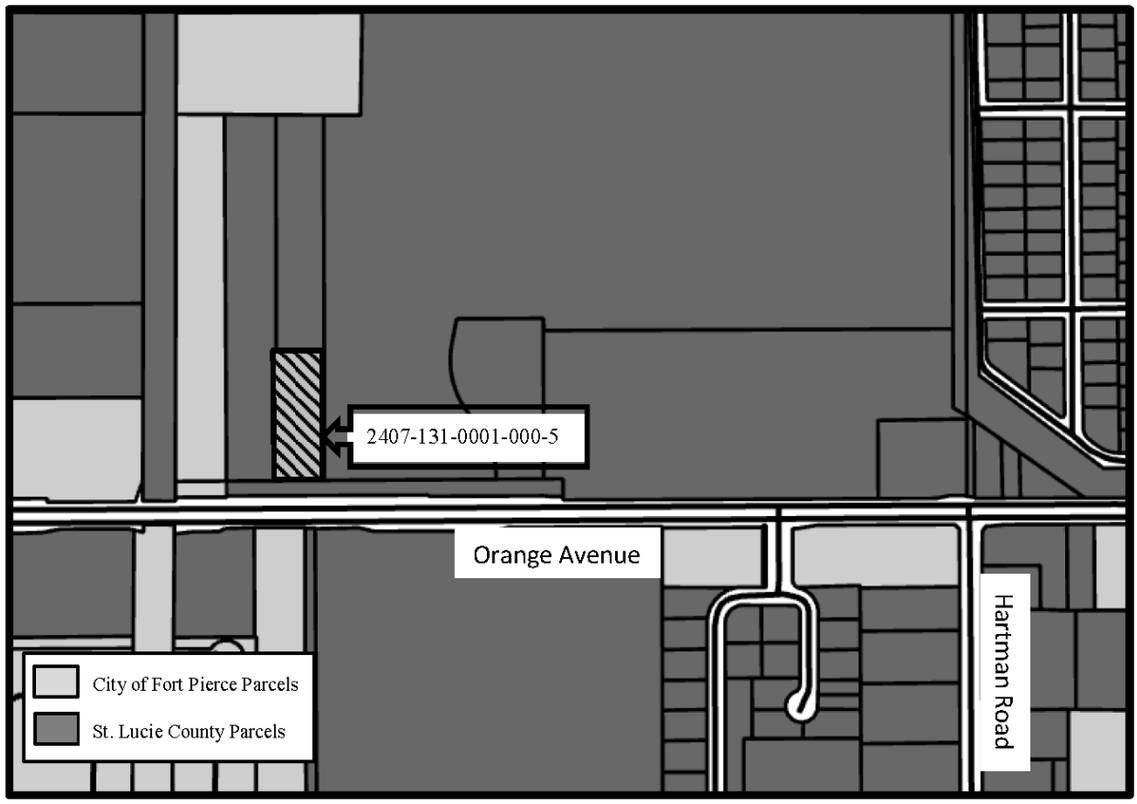
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



A 1.57-ACRE PORTION OF A LOT DESCRIBED AS:

PARCEL ONE:
THE WEST 158 ¼ FEET OF THE EAST 1107 ¾ FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LOCATED IN ST. LUCIE COUNTY, FLORIDA. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

PARCEL TWO:
BEGINNING AT A POINT 791 ¼ FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTIN 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND RUN WEST 158 ¼ FEET, THENCE NORTH TO THE NORTH LINE OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼, THENCE EAST 158 ¼ FEET, THENCE SOUTH TO THE PINT OF BEGINNING. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

ALSO LESS THE FOLLOWING DESCRIBED PARCEL:

PARCEL NO.225

A PORTION OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND BOAT SPIKE MARKING THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 00°14’12” WEST ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 808.205 METERS (2,651.59 FEET) TO A POINT ON A FOUND BOAT SPIKE MARKING THE EAST ¼ CORNER OF SAID SECTION 7, SAID POINT BEING ON THE BASELINE OF SURVEY FOR STATE ROAD 68 (ORANGE AVENUE) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ITEM/SEGMENT NO. 2301081, SECTION NO. 94070-2505;

EXHIBIT A (Continued)
Annexed Area & Legal Description

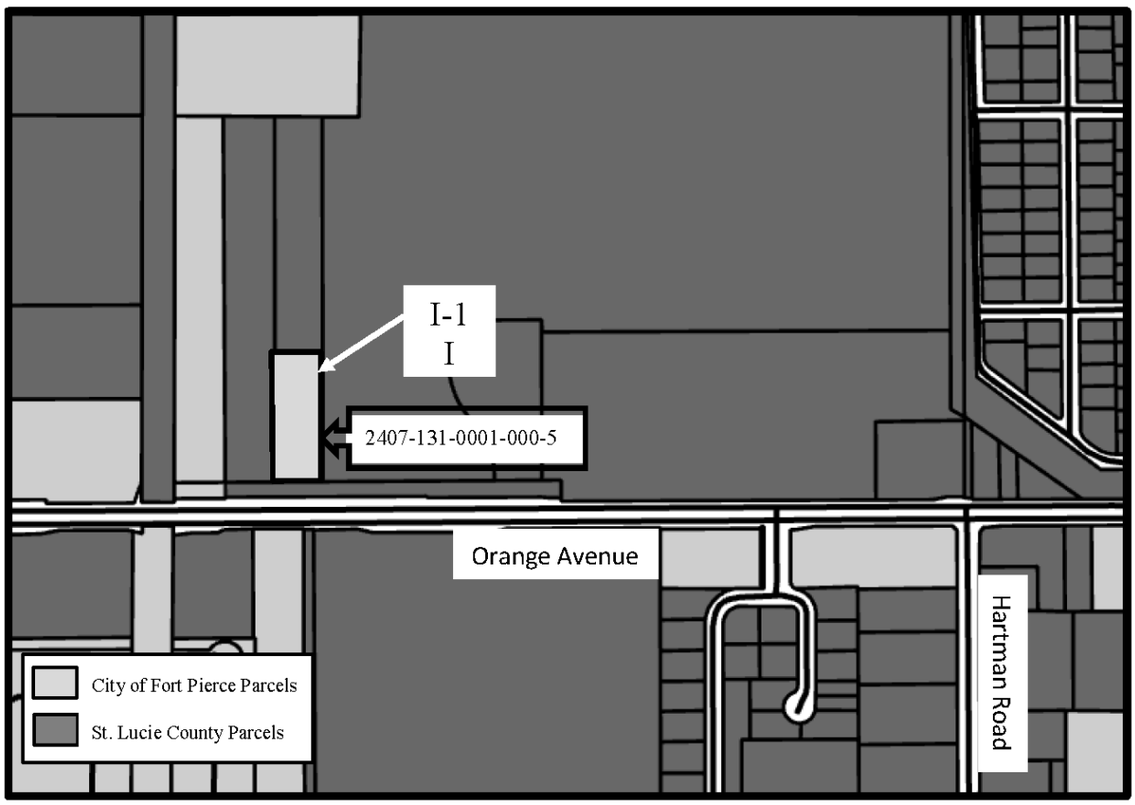
THENCE CONTINUE NORTH 00°24’26” WEST, A DISTANCE OF 12.192 METERS (40.00 FEET) TO A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 152.406 METERS (500.02 FEET) TO THE POINT OF BEGINNING THENCE SOUTH 89°42’09” WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE NORTH 00°02’50” WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE SOUTH 00°02’50” EAST, A DISTANCE OF 239.465 METERS (785.64 FEET) TO THE POINT OF BEGINNING.

CONTAINING 1.1551 HECTARES (2.854 ACRES), MORE OR LESS.

TOTAL CONTAINGING: 6.49 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

EXHIBIT B
Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned IL, Light Industrial, with a Future Land Use of I, Industrial. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of I-1, Light Industrial and have a Future Land Use Designation of I, Industrial.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3104316 OR BOOK 2875 PAGE 2527, Recorded 09/05/2007 at 02:29 PM

RETURN TO: BOX 145
This instrument prepared by:
R. N. Koblegard, III, Esq.
200 S. Indian River Drive, Suite 201
Fort Pierce, FL 34950

Property Appraisers Parcel Identification (Folio) Number(s):
2407-131-0001-000/5 & 2407-131-0002-000/2

ANNEXATION AGREEMENT
Limited Liability Company

NORTH SIDE OF ORANGE AVENUE ¼ MILE (M/L) EAST OF I-95
Location Address
116 Gulfstream Road, Palm Beach, FL 33480
Mailing Address (if different from location address)

Rank 18.5?

To: WATER/WASTEWATER ENGINEERING
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

See attached Exhibit A for legal description

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, the GRANTOR has caused these presents to be executed in its name, by its proper member thereunto duly authorized this 29th *day of* August, *2007.*

ORANGE AVENUE STORAGE, LLC, a Florida Limited Liability Company
GRANTOR

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Witness Signature
Kelly Boyd
Printed Witness Signature

Witness Signature
Jan Emerson
Printed Witness Signature

MANAGING MEMBER (Signature)
Robert K. Wood
Printed Signature
116 Gulfstream Road
Address
Palm Beach, FL 33480-4708
City, State, Zip

STATE OF ~~FLORIDA~~ KENTUCKY
COUNTY OF FAYETTE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **ROBERT K. WOOD** known to me to be the Managing Member of **ORANGE AVENUE STORAGE, LLC, a Florida Limited Liability Company**, the entity in whose name the foregoing instrument was executed, and that he/she acknowledged executing the same for such entity, freely and voluntarily, under authority duly vested in him/her by said entity, that I relied upon the following form of identification of the above-named person: Driver's License, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Witness my hand and official Seal in the County and State last aforesaid this 29th day of August A.D. 2007.

Notary Signature

EXHIBIT C (Continued)
Fort Pierce Utilities Authority Annexation Agreement

OR BOOK 2875 PAGE 2528

LEGAL DESCRIPTION

PARCEL ONE:
THE WEST 158 ¼ FEET OF THE EAST 1107 ¾ FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LOCATED IN ST. LUCIE COUNTY, FLORIDA. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

PARCEL TWO:
BEGINNING AT A POINT 791 ¼ FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND RUN WEST 158 ¼ FEET, THENCE NORTH TO THE NORTH LINE OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼, THENCE EAST 158 ¼ FEET, THENCE SOUTH TO THE POINT OF BEGINNING. LESS ALL RIGHTS-OF-WAY FOR STATE ROAD 68 (ORANGE AVENUE).

ALSO LESS THE FOLLOWING DESCRIBED PARCEL:

PARCEL NO. 225

A PORTION OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND BOAT SPIKE MARKING THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 00°14'12" WEST ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 808.205 METERS (2,651.59 FEET) TO A POINT ON A FOUND BOAT SPIKE MARKING THE EAST 1/4 CORNER OF SAID SECTION 7, SAID POINT BEING ON THE BASELINE OF SURVEY FOR STATE ROAD 68 (ORANGE AVENUE) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR ITEM/SEGMENT NO. 2301081, SECTION NO. 94070-2505; THENCE CONTINUE NORTH 00°24'26" WEST, A DISTANCE OF 12.192 METERS (40.00 FEET) TO A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE FOR SAID STATE ROAD 68 (ORANGE AVENUE); THENCE SOUTH 89°42'09" WEST ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 650.538 METERS (2,134.31 FEET); THENCE NORTH 00°02'50" WEST, A DISTANCE OF 152.406 METERS (500.02 FEET) TO THE POINT OF BEGINNING THENCE SOUTH 89°42'09" WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE NORTH 00°02'50" WEST, A DISTANCE OF 239.487 METERS (785.72 FEET); THENCE NORTH 89°43'43" EAST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE SOUTH 00°02'50" EAST, A DISTANCE OF 239.465 METERS (785.64 FEET) TO THE POINT OF BEGINNING.

CONTAINING 1.1551 HECTARES (2.854 ACRES), MORE OR LESS.

TOTAL CONTAINING: 6.49 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

EXHIBIT "A"

OR BOOK 2066 PAGE 612

City Commission Regular Meeting **12.c.**

Meeting Date: 06/03/2019

Re: Voluntary Annexation For 2995 South 25th Street (2420-444-0006-000-2)

SUBJECT:

Legislative Hearing - Ordinance 19-017 extending the territorial limits of the City of Fort Pierce, Florida, to include 2995 South 25th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with the Zoning designation of C-3, General Commercial, and a Future Land Use Designation of CG, General Commercial.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $934,495 and the 2018 tax bill was $19,012.25.

Attachments

Staff Report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 06:07 PM
City Manager	Nick Mimms	05/24/2019 11:32 AM

Form Started By: Rebeca Guerra Started On: 05/22/2019 06:06 PM

Final Approval Date: 05/24/2019

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: **Application for Annexation**
2995 South 25th Street

CITY COMMISSION DATES: June 3, 2019 and June 17, 2019

STAFF REPORT

Property Owner: Mansia Petroleum Inc.
2995 S. 25th Street
Fort Pierce, FL 34981

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land along with the Zoning designation of C-3, General Commercial, and a Future Land Use Designation of CG, General Commercial.

Site Location: 2995 South 25th Street, Fort Pierce, Florida.

Parcel ID: 2420-444-0006-000-2

Parcel Size: 1.06 acres

Current Zoning: GC, General Commercial (St. Lucie County)

Current Future Land Use: COM, Commercial (St. Lucie County)

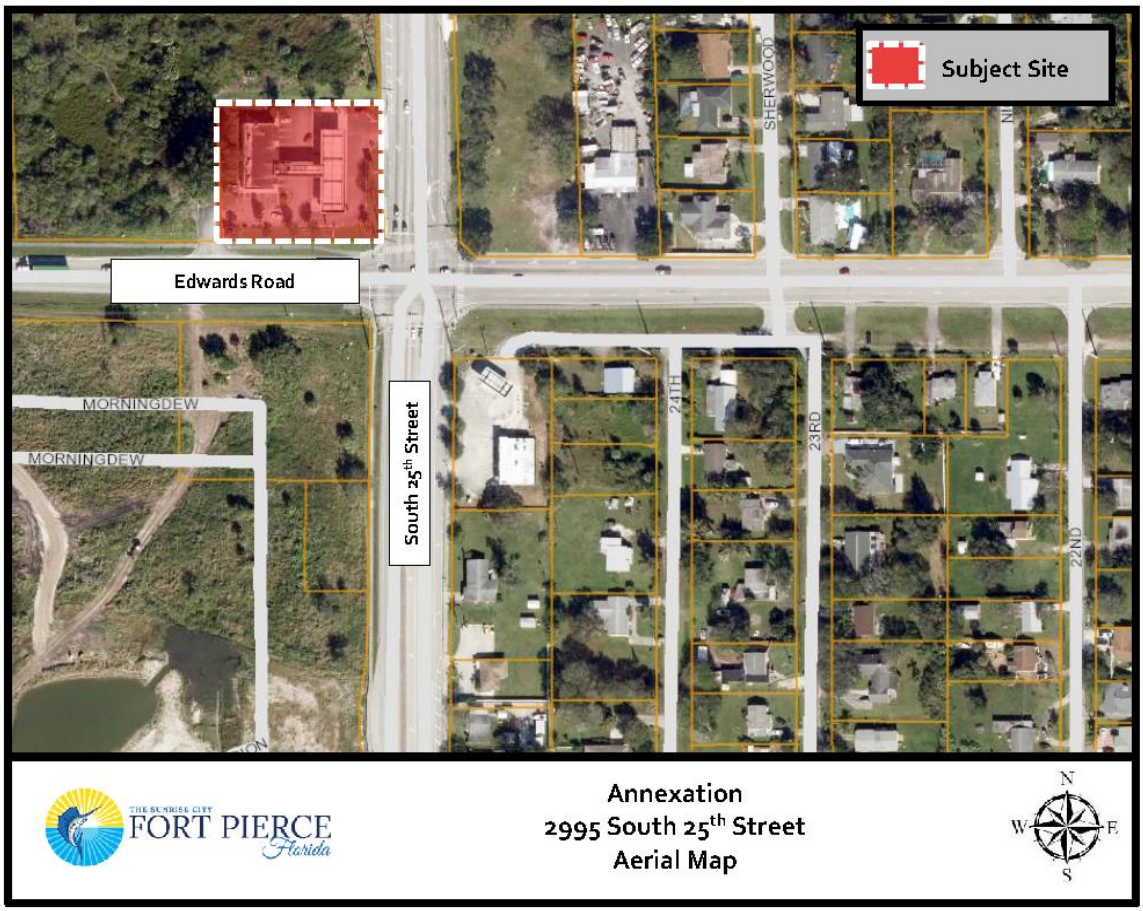
Proposed Zoning: C-3, General Commercial

Proposed Future Land Use: CG, General Commercial

	North	East	South	West
Surrounding Zoning:	CG (SLC)	C-3	PUD (SLC)	CG (SLC)
Surrounding FLU:	COM (SLC)	GC	PUD (SLC)	COM (SLC)

Staff Analysis:

This is a request for a voluntary annexation of property (Parcel ID 2420-444-0006-000-2) located at 2995 South 25th Street in Fort Pierce, Florida.



The current St. Lucie County Zoning for 2995 South 25th Street is GC, General Commercial, with a St. Lucie County Future Land Use of COM, Commercial. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation will be C-3, General Commercial, and the proposed Future Land Use designation will be CG, General Commercial.

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there is a signed Annexation Agreement for this property from the FPUA which grants water service and/or sewer service outside the City limits of the City of Fort Pierce.

This proposed annexation is also consistent with F.S 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the property is approximately $934,495. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where this annexation is taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of this property would help to continue eliminating irregularities along the City's boundary in this area. The adoption of this property into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designation shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designation of C-3, General Commercial, and the Future Land Use designation of CG, General Commercial would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5-0 to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections to the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan.

Staff Recommendation:

As proposed, the annexation meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed annexation along with the Zoning designation of C-3, General Commercial, and a Future Land Use designation of CG, General Commercial.

ORDINANCE NO. 19-017

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2995 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2420-444-0006-000-2

BEING THE NORTH 200.00 FEET OF THE SOUTH 260.04 FEET (AS MEASURED PARALLEL WITH THE EAST LINE OF SECTION 20-35-40) OF THE WEST 230.00 FEET OF THE EAST 290.04 FEET (AS MEASURED PARALLEL WITH THE SOUTH LINE OF SECTION 20-35-40) OF SECTION 20, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. (OR 1518-436, OR 1098-1841)

Said property containing 1.06 acres, more or less, and being generally located at 2995 South 25th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit A hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-3, General Commercial , and assigned a Future Land Use Designation of CG, General Commercial, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-017 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



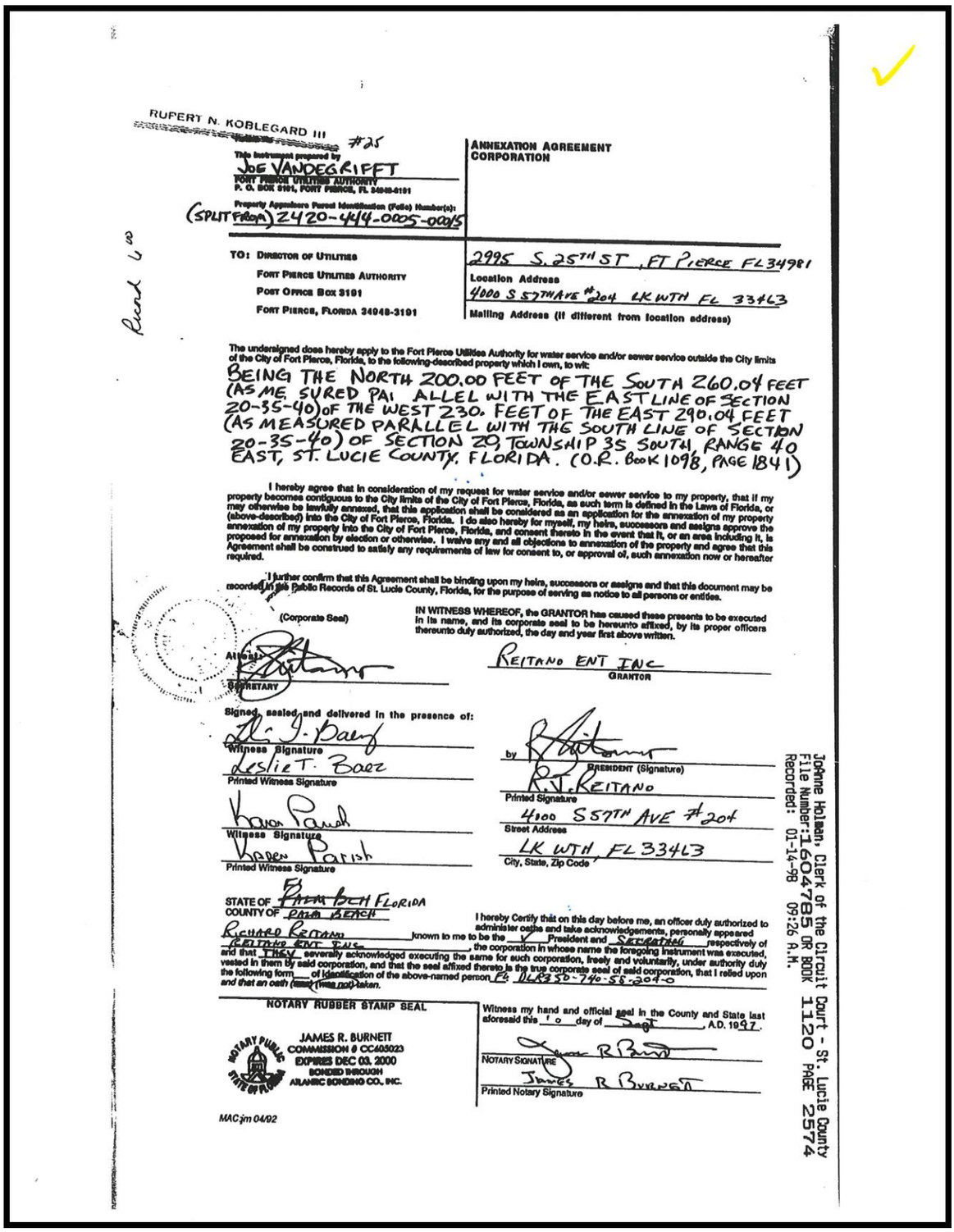
BEING THE NORTH 200.00 FEET OF THE SOUTH 260.04 FEET (AS MEASURED PARALLEL WITH THE EAST LINE OF SECTION 20-35-40) OF THE WEST 230.00 FEET OF THE EAST 290.04 FEET (AS MEASURED PARALLEL WITH THE SOUTH LINE OF SECTION 20-35-40) OF SECTION 20, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. (OR 1518-436, OR 1098-1841)

EXHIBIT B
Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned GC, General Commercial with a Future Land Use of COM, Commercial. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-3, General Commercial and have a Future Land Use Designation of GC, General Commercial.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement



RUPERT N. KOBLEGARD III
[redacted]

#25

This instrument prepared by
JOE VANDEGRIFFT
FORT PIERCE UTILITIES AUTHORITY
P. O. BOX 3191, FORT PIERCE, FL 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):
(SPLIT FROM) 2420-414-0005-0005

ANNEXATION AGREEMENT
CORPORATION

Rec'd 6 80

TO: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

2995 S. 25TH ST, FT PIERCE FL 34981
Location Address
4000 S 57TH AVE #204 LK WTH FL 33463
Mailing Address (if different from location address)

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida, to the following-described property which I own, to wit:

BEING THE NORTH 200.00 FEET OF THE SOUTH 260.04 FEET (AS MEASURED PARALLEL WITH THE EAST LINE OF SECTION 20-35-40) OF THE WEST 230. FEET OF THE EAST 290.04 FEET (AS MEASURED PARALLEL WITH THE SOUTH LINE OF SECTION 20-35-40) OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. (O.R. BOOK 1098, PAGE 1841)

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida, and consent thereto in the event that it, or an area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida, for the purpose of serving as notice to all persons or entities.

(Corporate Seal)

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Attest:
SECRETARY

REITANO ENT INC
GRANTOR

Signed, sealed and delivered in the presence of:

Witness Signature
Leslie T. Baez
Printed Witness Signature

Witness Signature
Karen Parish
Printed Witness Signature

by
PRESIDENT (Signature)
R.J. REITANO
Printed Signature
4100 S 57TH AVE #204
Street Address
LK WTH, FL 33463
City, State, Zip Code

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby Certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared RICHARD REITANO known to me to be the V President and SECRETARY respectively of REITANO ENT INC, the corporation in whose name the foregoing instrument was executed, and that THEY severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form of identification of the above-named person FL DL#S50-740-55-304-0 and that an oath (was) (was not) taken.

NOTARY RUBBER STAMP SEAL

JAMES R. BURNETT
COMMISSION # CC405023
EXPIRES DEC 03, 2000
BONDED THROUGH
ATLANTIC BONDING CO., INC.

Witness my hand and official seal in the County and State last aforesaid this 10 day of Sept, A.D. 1997.

NOTARY SIGNATURE
James R Burnett
Printed Notary Signature

MAC:jm 04/92

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1604785 OR BOOK 1120 PAGE 2574
Recorded: 01-14-98 09:26 A.M.

City Commission Regular Meeting **12.d.**

Meeting Date: 06/03/2019

Re: Voluntary Annexations For 3076 South 25th Street (2428-603-0002-000-5) & For 3092 South 25th Street (2428-603-0005-000-6)2428-603-0002-000-5)

SUBJECT:

Legislative Hearing - Ordinance 19-018 extending the territorial limits of the City of Fort Pierce, Florida, to include 3076 South 25th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation of two parcels of land along with the Zoning designation of C-1, Office Commercial, and Future Land Use Designation of OP, Office Professional for each parcel.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, Parcel ID# 2428-603-0002-000-5 has a Taxable Value of $154,500 and a 2018 tax bill of $3,632.75. Parcel ID# 2428-603-0005-000-6 has a Taxable Value of $86,800 and a 2018 tax bill of $1,708.98.

Attachments

Staff Report

Draft Ordinance 19-018

Draft Ordinance 19-019

Form Review

Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 06:33 PM
City Manager	Nick Mimms	05/24/2019 11:33 AM
Form Started By: Rebeca Guerra		Started On: 05/22/2019 06:31 PM

Final Approval Date: 05/24/2019

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: **Applications for Annexation of Two (2) Parcels**
3076 & 3092 South 25th Street

CITY COMMISSION DATES: June 3, 2019 and June 17, 2019

STAFF REPORT

Property Owner: Connie Childs (and Trust)
3076 S. 25th Street
Fort Pierce, FL 34981

Requested Action: Approval of Voluntary Applications for Annexation of two (2) parcels of land along with the Zoning designations of C-1, Office Commercial, and Future Land Use Designations of OP, Office Professional for each parcel.

Site Location: 3076 & 3092 South 25th Street, in Fort Pierce, Florida.

Parcel ID's: 2428-603-0002-000-5 & 2428-603-0005-000-6

Parcel Size: 0.66 acres and 0.22 acres

Current Zoning: CO, Commercial Office (St. Lucie County)

Current Future Land Use: RU, Residential Urban (St. Lucie County)

Proposed Zoning: C-1, Office Commercial

Proposed Future Land Use: OP, Office Professional

Surrounding Zoning:

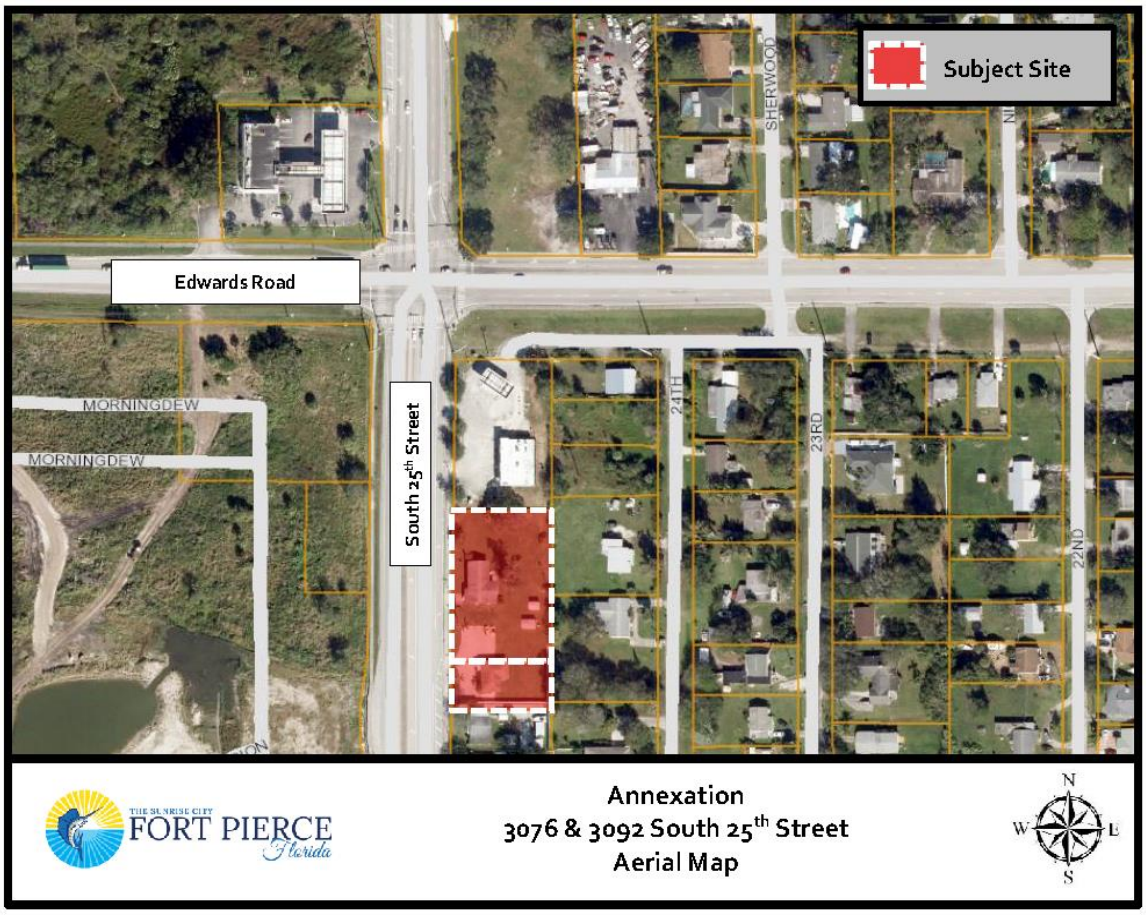
North	East	South	West
C-3	RS-4 (SLC)	RS-4 (SLC)	PUD (SLC)

Surrounding FLU:

North	East	South	West
OP	RU (SLC)	RU (SLC)	RM (SLC)

Staff Analysis:

This is a request for a voluntary annexation of two (2) properties (Parcel ID's 2428-603-0002-000-5 & 2428-603-0005-000-6) located at 3076 & 3092 South 25th Street in Fort Pierce, Florida.



The current St. Lucie County Zoning for all of these parcels on South 25th Street is CO, Commercial Office, with a St. Lucie County Future Land Use of RU, Residential Urban. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation for all parcels will be C-1, Office Commercial, and the proposed Future Land Use designation for all parcels will be OP, Office Professional.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce.

This proposed annexations are also consistent with F.S 171.044, whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties are approximately $154,500 and $86,800. If the Applications for Annexation are approved, it would create two (2) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the two (2) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where these annexations are taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of these properties would help to continue eliminating irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designations of C-1, Office Commercial, and the Future Land Use designations of OP, Office Professional would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of these annexations by mail to the St. Lucie County Administrator's Office on May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5-0 to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed two (2) annexations along with the Zoning designations of C-1, Office Commercial, and Future Land Use designations of OP, Office Professional for each of the parcels.

ORDINANCE NO. 19-018

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3076 South 25TH STREET IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-603-0002-000-5

LOTS 2, 3 & 4, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN LAT BOOK 10, PAGE 3, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

Said property containing 0.66 acres, more or less, and being generally located at 3076 South 25th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-1, Office Commercial , and assigned a Future Land Use Designation of OP, Office Professional, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-018 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



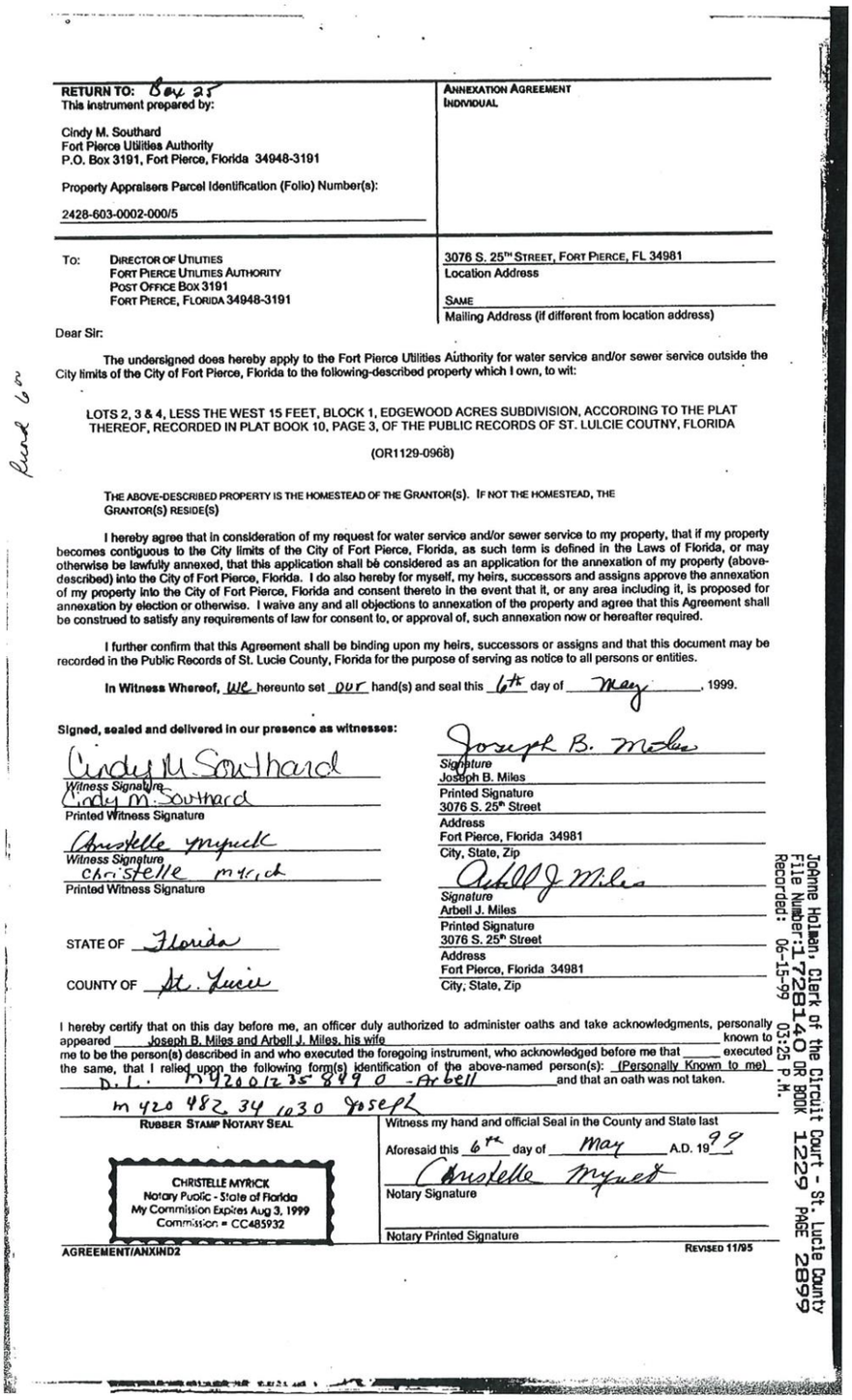
LOTS 2, 3 & 4, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN LAT BOOK 10, PAGE 3, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

EXHIBIT B
Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned CO, Commercial Office, with a Future Land Use of RU, Residential Urban. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-1, Office Commercial, and have a Future Land Use Designation of OP, Office Professional.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement



RETURN TO: Box 25
This instrument prepared by:

Cindy M. Southard
Fort Pierce Utilities Authority
P.O. Box 3191, Fort Pierce, Florida 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):

2428-603-0002-000/5

ANNEXATION AGREEMENT
INDIVIDUAL

To: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

3076 S. 25TH STREET, FORT PIERCE, FL 34981
Location Address

SAME
Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LOTS 2, 3 & 4, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 3, OF THE PUBLIC RECORDS OF ST. LULCIE COUTNY, FLORIDA

(OR1129-0968)

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE GRANTOR(S) RESIDE(S)

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, We hereunto set our hand(s) and seal this 6th day of May, 1999.

Signed, sealed and delivered in our presence as witnesses:

Cindy M Southard
Witness Signature
Cindy M. Southard
Printed Witness Signature

Christelle Myrick
Witness Signature
Christelle Myrick
Printed Witness Signature

Joseph B. Miles
Signature
Joseph B. Miles
Printed Signature
3076 S. 25th Street
Address
Fort Pierce, Florida 34981
City, State, Zip

Arbell J Miles
Signature
Arbell J. Miles
Printed Signature
3076 S. 25th Street
Address
Fort Pierce, Florida 34981
City, State, Zip

STATE OF Florida

COUNTY OF St. Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Joseph B. Miles and Arbell J. Miles, his wife known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that ____ executed the same, that I relied upon the following form(s) identification of the above-named person(s): (Personally Known to me) D.L. M420012 35 849 0 -Arbell and that an oath was not taken.

M 420 482 34 1030 JOSEPH

RUBBER STAMP NOTARY SEAL

CHRISTELLE MYRICK
Notary Public - State of Florida
My Commission Expires Aug 3, 1999
Commission # CC485932

Witness my hand and official Seal in the County and State last Aforesaid this 6th day of May A.D. 1999

Christelle Myrick
Notary Signature

Notary Printed Signature

AGREEMENT/ANXIND2

REVISED 11/95

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1728140 OR BOOK 1229 PAGE 2899
Recorded: 06-15-99 03:25 P.M.

ORDINANCE NO. 19-019

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3092 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-603-0005-000-6

LOT 5, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 3 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.22 acres, more or less, and being generally located at 3092 South 25th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-1, Office Commercial , and assigned a Future Land Use Designation of OP, Office Professional, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-019 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

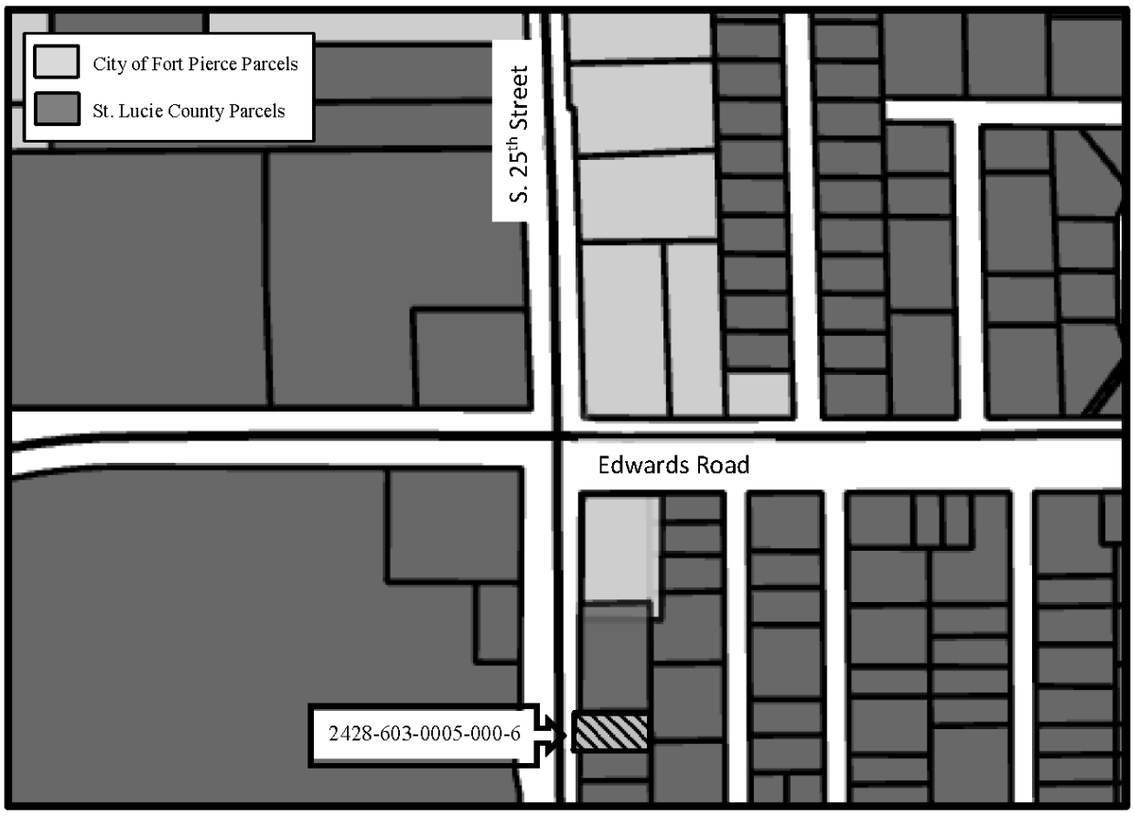
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

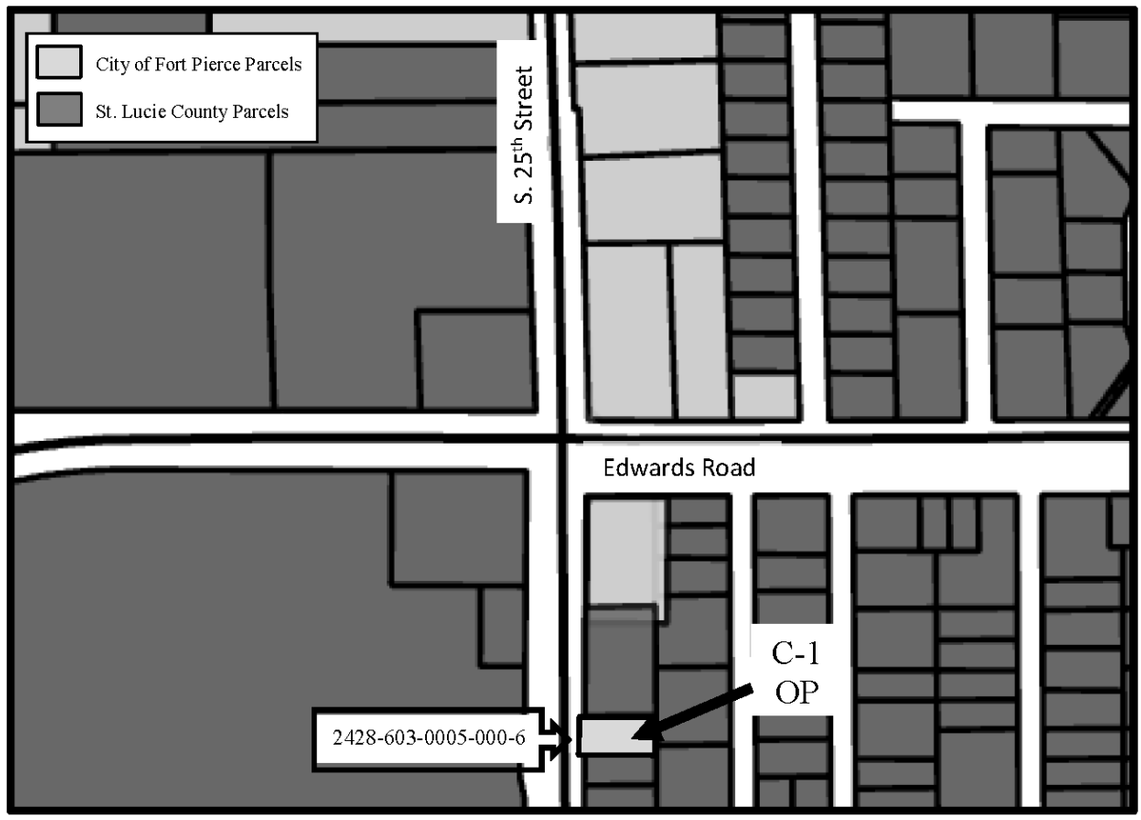
(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



LOT 5, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 3 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

EXHIBIT B
Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned CO, Office Commercial with a Future Land Use of RU, Urban Rural. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-1, Office Commercial and have a Future Land Use Designation of OP, Office Professional.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

RETURN TO: Box 25
This instrument prepared by:

Cindy M. Southard
Fort Pierce Utilities Authority
P.O. Box 3191, Fort Pierce, Florida 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):
2428603000S0006

ANNEXATION AGREEMENT
INDIVIDUAL

To: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

3092 S. 25TH STREET, FORT PIERCE, FLORIDA 34982
Location Address

Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

Lot 5, less the West 15 feet, Block 1, EDGEWOOD ACRES, according to the plat thereof as recorded in Plat Book 10, Page 3 of the Public Records of St. Lucie County, Florida.

(OR 370-2815)

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE

GRANTOR(S) RESIDE(S) AT _____.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, WE hereunto set OUR hand(s) and seal this 8th day of October, 1999.

Signed, sealed and delivered in our presence as witnesses:

Christelle Myrick
Witness Signature
Christelle Myrick
Printed Witness Signature

Cindy M Southard
Witness Signature
Cindy M. Southard
Printed Witness Signature

STATE OF Florida

COUNTY OF St Lucie

James E. Childs, Jr.
Signature
James E. Childs, Jr.
Printed Signature
3092 S. 25th Street
Address
Fort Pierce, Florida 34982
City, State, Zip

Connie J. Miles King
Signature
Connie J. Miles King
Printed Signature
3092 S. 25th Street
Address
Fort Pierce, Florida 34982
City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared James E. Childs, Jr. and Connie J. Miles King, as joint tenants with rights of survivorship known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that executed the same, that I relied upon the following form(s) identification of the above-named person(s): (Connie) FL C432-113-55-943-0 (James) FL C432-445-55-204-0 and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Christelle Myrick
MY COMMISSION # CC833021 EXPIRES
August 3, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Witness my hand and official Seal in the County and State last Aforesaid this 8th day of October A.D. 1999

Christelle Myrick
Notary Signature
Christelle Myrick
Notary Printed Signature

AGREEMENT/ANXIND2 REVISED 11/95

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1823673 OR BOOK 1313 PAGE 2662
Recorded: 07/14/00 09:39

City Commission Regular Meeting **12.e.**

Meeting Date: 06/03/2019

Re: Voluntary Annexations For 3076 South 25th Street (2428-603-0002-000-5) & For 3092 South 25th Street (2428-603-0005-000-6)2428-603-0002-000-5)

SUBJECT:

Legislative Hearing - Ordinance 19-019 extending the territorial limits of the City of Fort Pierce, Florida, to include 3092 South 25th Street in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation of two parcels of land along with the Zoning designation of C-1, Office Commercial, and Future Land Use Designation of OP, Office Professional for each parcel.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, Parcel ID# 2428-603-0002-000-5 has a Taxable Value of $154,500 and a 2018 tax bill of $3,632.75. Parcel ID# 2428-603-0005-000-6 has a Taxable Value of $86,800 and a 2018 tax bill of $1,708.98.

Attachments

Staff Report

Draft Ordinance 19-018

Draft Ordinance 19-019

Form Review

Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 06:33 PM
City Manager	Nick Mimms	05/24/2019 11:33 AM
Form Started By: Rebeca Guerra		Started On: 05/22/2019 06:31 PM

Final Approval Date: 05/28/2019

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: **Applications for Annexation of Two (2) Parcels**
3076 & 3092 South 25th Street

CITY COMMISSION DATES: June 3, 2019 and June 17, 2019

STAFF REPORT

Property Owner: Connie Childs (and Trust)
3076 S. 25th Street
Fort Pierce, FL 34981

Requested Action: Approval of Voluntary Applications for Annexation of two (2) parcels of land along with the Zoning designations of C-1, Office Commercial, and Future Land Use Designations of OP, Office Professional for each parcel.

Site Location: 3076 & 3092 South 25th Street, in Fort Pierce, Florida.

Parcel ID's: 2428-603-0002-000-5 & 2428-603-0005-000-6

Parcel Size: 0.66 acres and 0.22 acres

Current Zoning: CO, Commercial Office (St. Lucie County)

Current Future Land Use: RU, Residential Urban (St. Lucie County)

Proposed Zoning: C-1, Office Commercial

Proposed Future Land Use: OP, Office Professional

Surrounding Zoning:

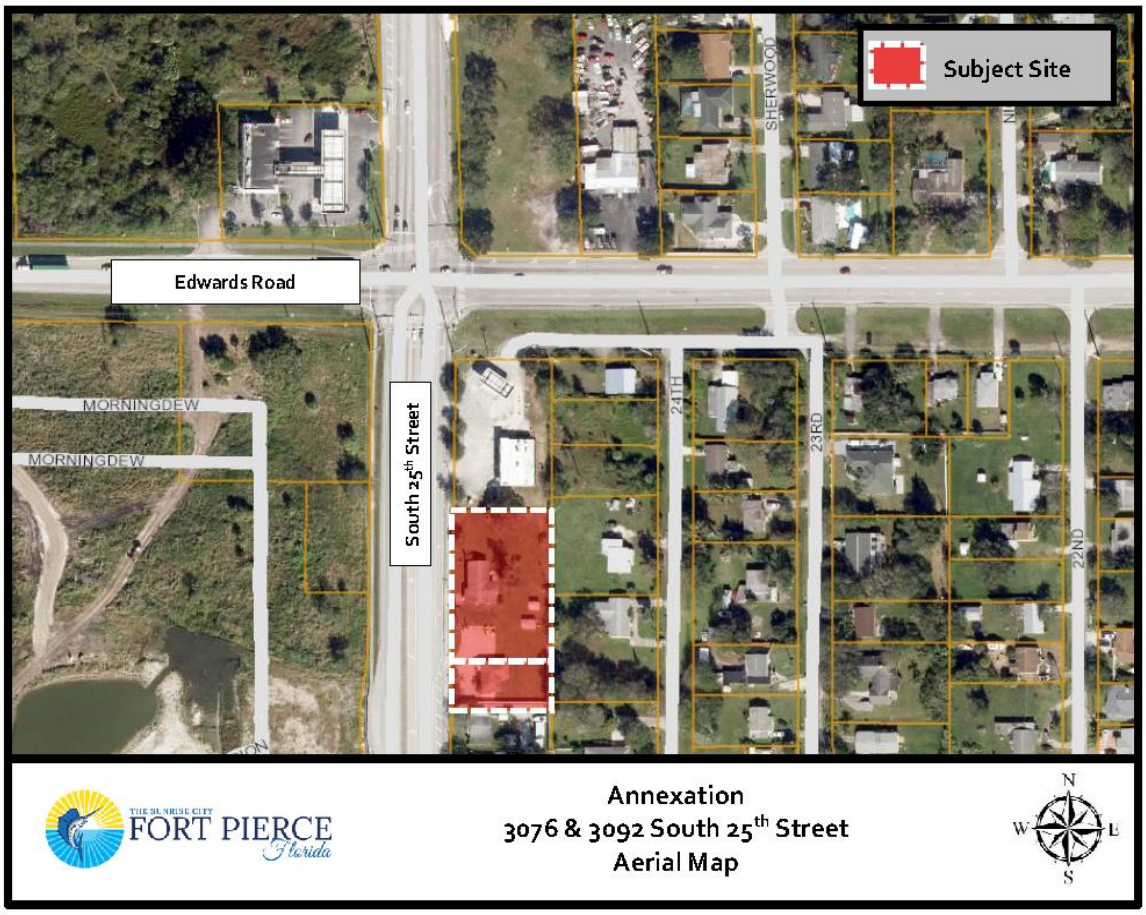
North	East	South	West
C-3	RS-4 (SLC)	RS-4 (SLC)	PUD (SLC)

Surrounding FLU:

North	East	South	West
OP	RU (SLC)	RU (SLC)	RM (SLC)

Staff Analysis:

This is a request for a voluntary annexation of two (2) properties (Parcel ID's 2428-603-0002-000-5 & 2428-603-0005-000-6) located at 3076 & 3092 South 25th Street in Fort Pierce, Florida.



The current St. Lucie County Zoning for all of these parcels on South 25th Street is CO, Commercial Office, with a St. Lucie County Future Land Use of RU, Residential Urban. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation for all parcels will be C-1, Office Commercial, and the proposed Future Land Use designation for all parcels will be OP, Office Professional.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce.

This proposed annexations are also consistent with F.S 171.044, whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties are approximately $154,500 and $86,800. If the Applications for Annexation are approved, it would create two (2) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the two (2) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where these annexations are taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of these properties would help to continue eliminating irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designations of C-1, Office Commercial, and the Future Land Use designations of OP, Office Professional would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of these annexations by mail to the St. Lucie County Administrator's Office on May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5-0 to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed two (2) annexations along with the Zoning designations of C-1, Office Commercial, and Future Land Use designations of OP, Office Professional for each of the parcels.

ORDINANCE NO. 19-018

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3076 South 25TH STREET IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-603-0002-000-5

LOTS 2, 3 & 4, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN LAT BOOK 10, PAGE 3, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

Said property containing 0.66 acres, more or less, and being generally located at 3076 South 25th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-1, Office Commercial , and assigned a Future Land Use Designation of OP, Office Professional, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-018 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



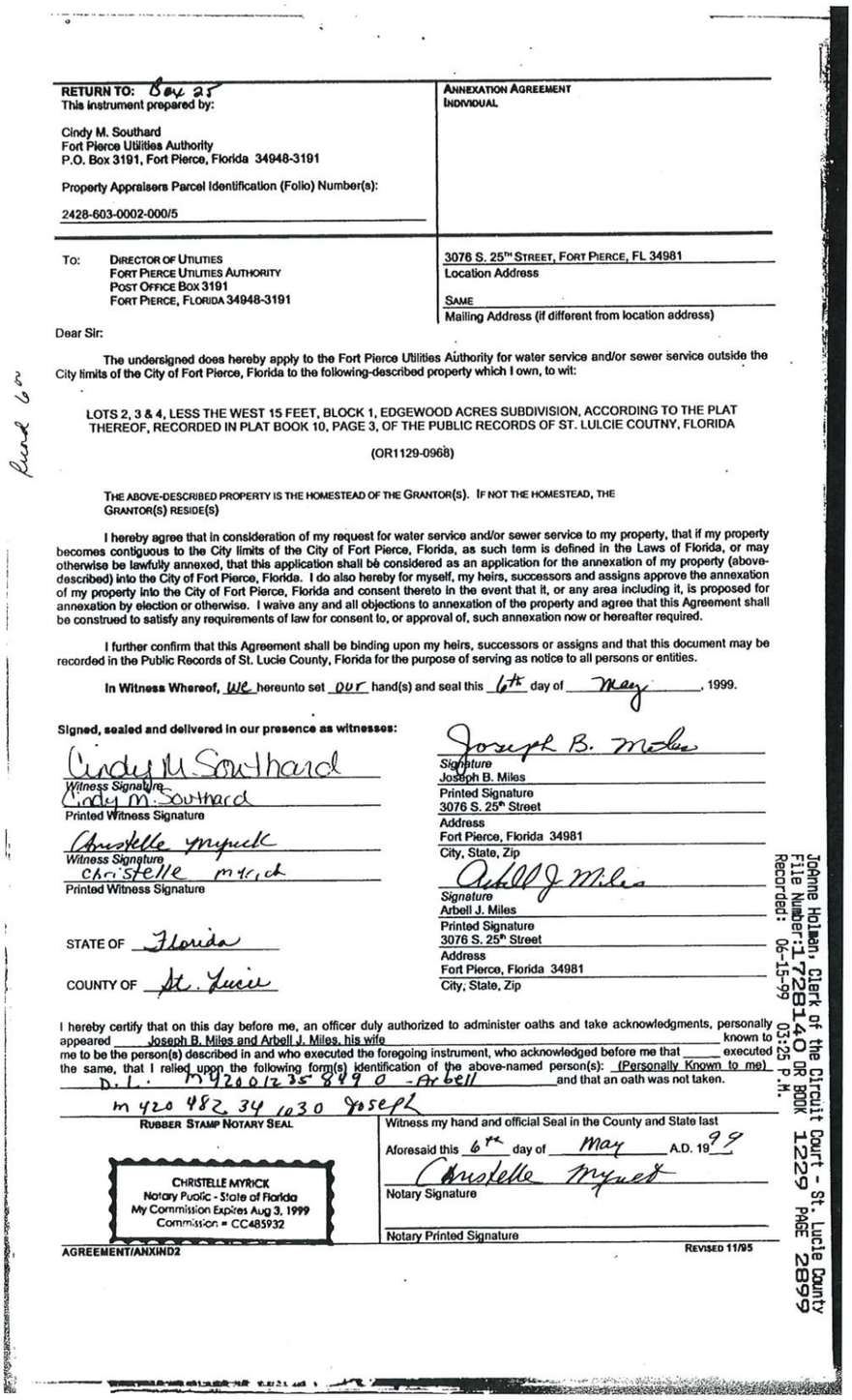
LOTS 2, 3 & 4, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN LAT BOOK 10, PAGE 3, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

EXHIBIT B
Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned CO, Commercial Office, with a Future Land Use of RU, Residential Urban. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-1, Office Commercial, and have a Future Land Use Designation of OP, Office Professional.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement



RETURN TO: Box 25
This instrument prepared by:

Cindy M. Southard
Fort Pierce Utilities Authority
P.O. Box 3191, Fort Pierce, Florida 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):

2428-603-0002-000/5

ANNEXATION AGREEMENT
INDIVIDUAL

To: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

3076 S. 25TH STREET, FORT PIERCE, FL 34981
Location Address

SAME
Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LOTS 2, 3 & 4, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 3, OF THE PUBLIC RECORDS OF ST. LULCIE COUTNY, FLORIDA

(OR1129-0968)

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE GRANTOR(S) RESIDE(S)

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, We hereunto set our hand(s) and seal this 6th day of May, 1999.

Signed, sealed and delivered in our presence as witnesses:

Cindy M Southard
Witness Signature
Cindy M. Southard
Printed Witness Signature

Christelle Myrick
Witness Signature
Christelle Myrick
Printed Witness Signature

Joseph B. Miles
Signature
Joseph B. Miles
Printed Signature
3076 S. 25th Street
Address
Fort Pierce, Florida 34981
City, State, Zip

Arbell J Miles
Signature
Arbell J. Miles
Printed Signature
3076 S. 25th Street
Address
Fort Pierce, Florida 34981
City, State, Zip

STATE OF Florida

COUNTY OF St. Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Joseph B. Miles and Arbell J. Miles, his wife known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that ____ executed the same, that I relied upon the following form(s) identification of the above-named person(s): (Personally Known to me) D.L. M420012 35 849 0 -Arbell and that an oath was not taken.

M 420 482 34 1030 JOSEPH

RUBBER STAMP NOTARY SEAL

CHRISTELLE MYRICK
Notary Public - State of Florida
My Commission Expires Aug 3, 1999
Commission # CC485932

Witness my hand and official Seal in the County and State last Aforesaid this 6th day of May A.D. 1999

Christelle Myrick
Notary Signature

Notary Printed Signature

AGREEMENT/ANXIND2

REVISED 11/95

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1728140 OR BOOK 1229 PAGE 2899
Recorded: 06-15-99 03:25 P.M.

ORDINANCE NO. 19-019

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3092 SOUTH 25TH STREET IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-603-0005-000-6

LOT 5, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 3 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.22 acres, more or less, and being generally located at 3092 South 25th Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-1, Office Commercial , and assigned a Future Land Use Designation of OP, Office Professional, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-019 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

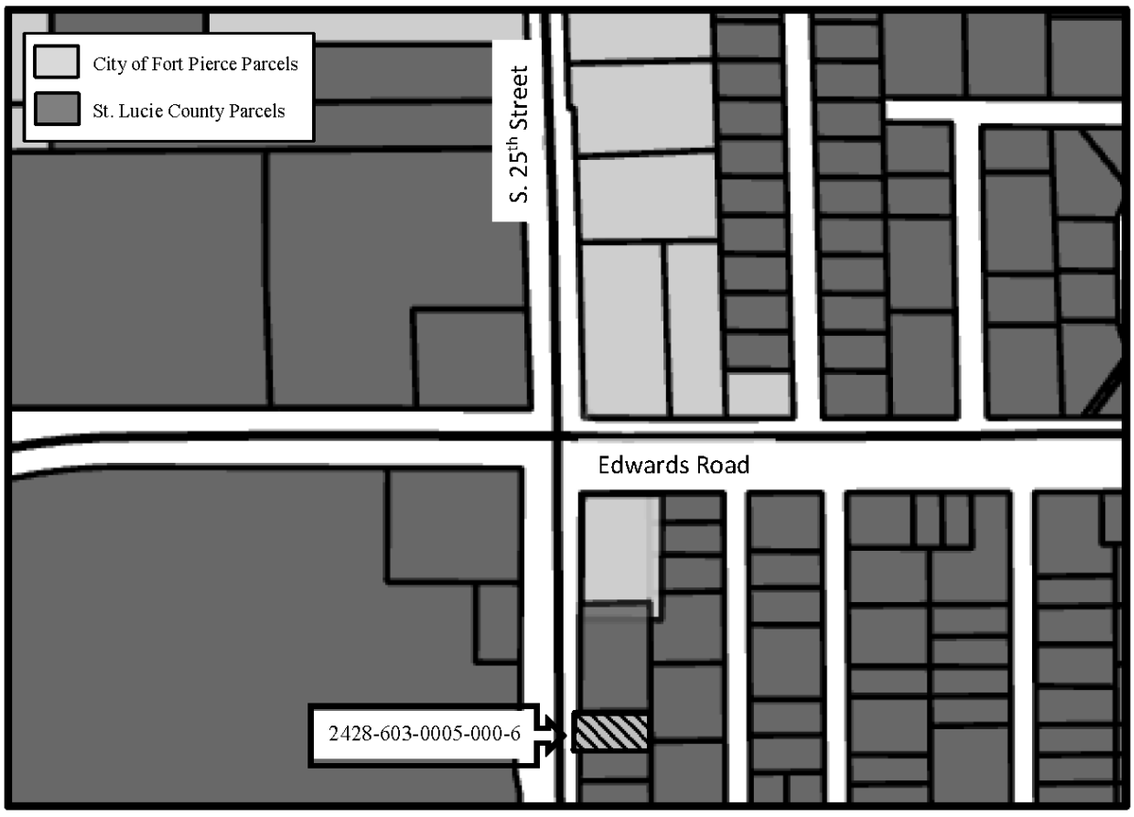
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

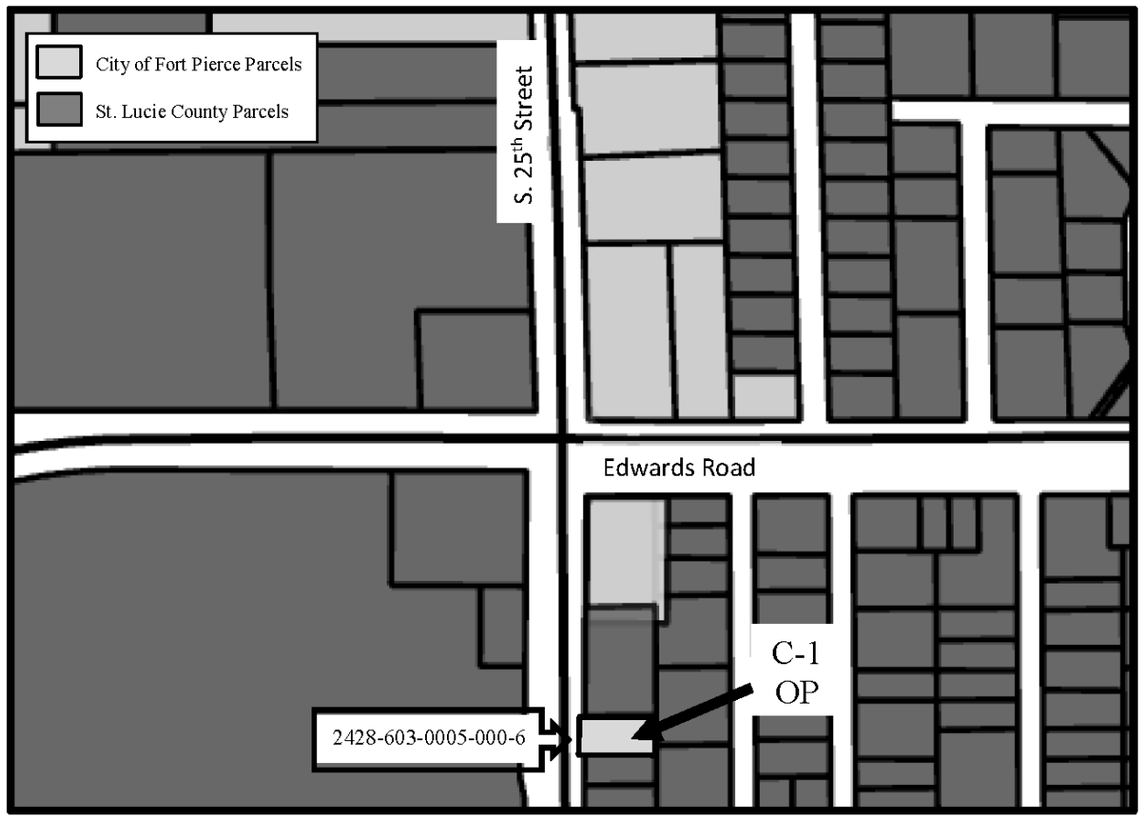
(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



LOT 5, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 3 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

EXHIBIT B
Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned CO, Office Commercial with a Future Land Use of RU, Urban Rural. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-1, Office Commercial and have a Future Land Use Designation of OP, Office Professional.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

RETURN TO: Box 25
This instrument prepared by:

Cindy M. Southard
Fort Pierce Utilities Authority
P.O. Box 3191, Fort Pierce, Florida 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):
2428603000S0006

ANNEXATION AGREEMENT
INDIVIDUAL

To: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

3092 S. 25TH STREET, FORT PIERCE, FLORIDA 34982
Location Address

Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

Lot 5, less the West 15 feet, Block 1, EDGEWOOD ACRES, according to the plat thereof as recorded in Plat Book 10, Page 3 of the Public Records of St. Lucie County, Florida.

(OR 370-2815)

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE

GRANTOR(S) RESIDE(S) AT _____.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, WE hereunto set OUR hand(s) and seal this 8th day of October, 1999.

Signed, sealed and delivered in our presence as witnesses:

Christelle Myrick
Witness Signature
Christelle Myrick
Printed Witness Signature

Cindy M Southard
Witness Signature
Cindy M. Southard
Printed Witness Signature

STATE OF Florida

COUNTY OF St Lucie

James E. Childs, Jr.
Signature
James E. Childs, Jr.
Printed Signature
3092 S. 25th Street
Address
Fort Pierce, Florida 34982
City, State, Zip

Connie J. Miles King
Signature
Connie J. Miles King
Printed Signature
3092 S. 25th Street
Address
Fort Pierce, Florida 34982
City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared James E. Childs, Jr. and Connie J. Miles King, as joint tenants with rights of survivorship known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that executed the same, that I relied upon the following form(s) identification of the above-named person(s): (Connie) FL C432-113-55-943-0 (James) FL C432-445-55-204-0 and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Christelle Myrick
MY COMMISSION # CC833021 EXPIRES
August 3, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Witness my hand and official Seal in the County and State last Aforesaid this 8th day of October A.D. 1999

Christelle Myrick
Notary Signature
Christelle Myrick
Notary Printed Signature

AGREEMENT/ANXIND2 REVISED 11/95

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1823673 OR BOOK 1313 PAGE 2662
Recorded: 07/14/00 09:39

City Commission Regular Meeting **12.f.**

Meeting Date: 06/03/2019

Re: Voluntary Annexation For 500 Ulrich Road (3410-603-0064-000-5)

SUBJECT:

Legislative Hearing - Ordinance 19-020 extending the territorial limits of the City of Fort Pierce, Florida, to include 500 Ulrich Road in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with the Zoning designation of C-3, General Commercial, and a Future Land Use Designation of NC, Neighborhood Commercial.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Property Appraiser, this parcel has a Taxable Value of $81,400 and the 2018 tax bill was $2,049.15.

Attachments

Staff Report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 06:04 PM
City Manager	Nick Mimms	05/24/2019 11:32 AM

Form Started By: Rebeca Guerra Started On: 05/22/2019 06:03 PM

Final Approval Date: 05/24/2019

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: **Application for Annexation**
500 Ulrich Road

CITY COMMISSION DATES: June 3, 2019 and June 17, 2019

STAFF REPORT

Property Owner: Sharon R Byers
502 Ulrich Road
Fort Pierce, FL 34982

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land along with the Zoning designation of C-3, General Commercial, and a Future Land Use Designation of NC, Neighborhood Commercial.

Site Location: 500 Ulrich Road, Fort Pierce, Florida.

Parcel ID: 3410-603-0064-000-5

Parcel Size: 0.3 acres

Current Zoning: GC, General Commercial (St. Lucie County)

Current Future Land Use: COM, Commercial (St. Lucie County)

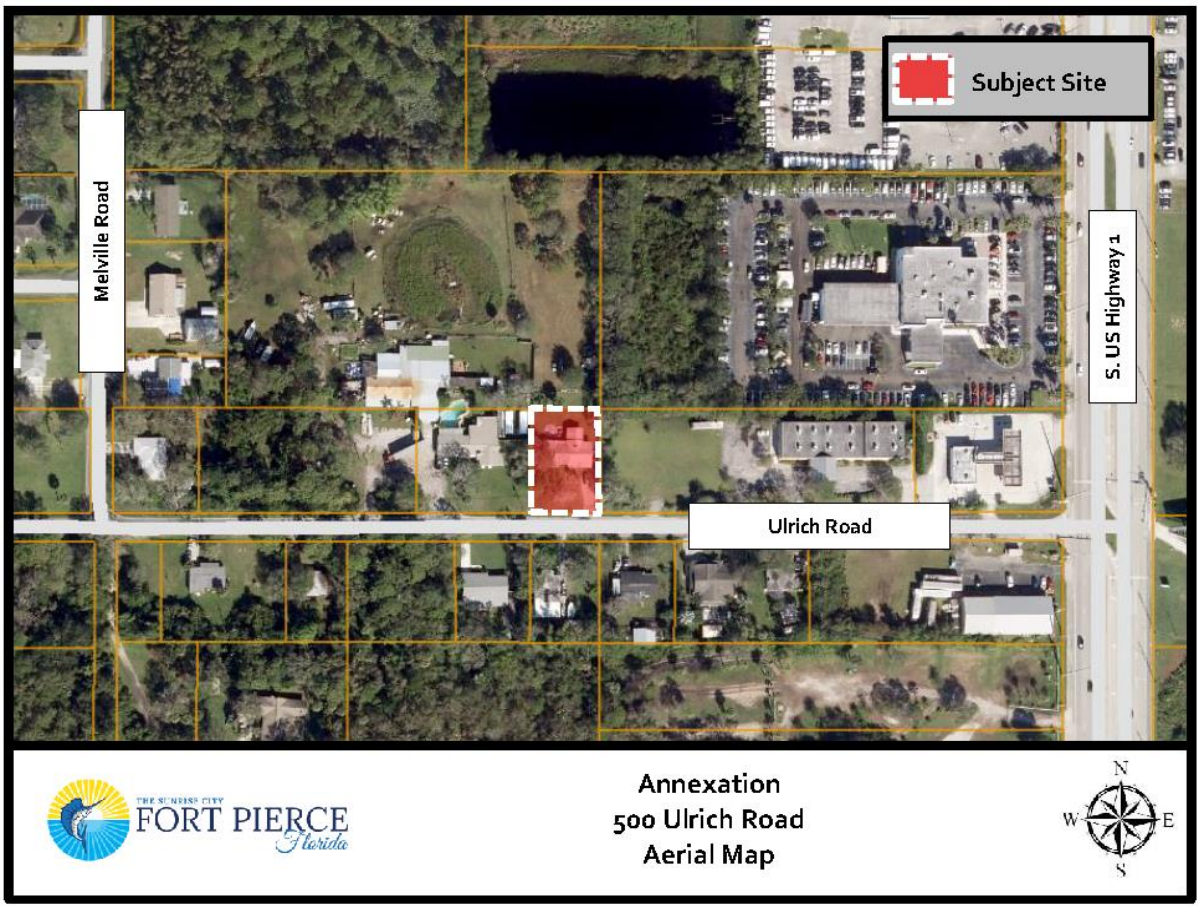
Proposed Zoning: C-3, General Commercial

Proposed Future Land Use: CG, General Commercial

	North	East	South	West
Surrounding Zoning:	CG (SLC)	C-3	RS-3 (SLC)	CG (SLC)
Surrounding FLU:	COM (SLC)	GC	RU (SLC)	COM (SLC)

Staff Analysis:

This is a request for a voluntary annexation of property (Parcel ID 3410-603-0064-000-5) located at 500 Ulrich Road in Fort Pierce, Florida.



The current St. Lucie County Zoning for 500 Ulrich Road is GC, General Commercial, with a St. Lucie County Future Land Use of COM, Commercial. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation will be C-3, General Commercial, and the proposed Future Land Use designation will be CG, General Commercial.

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there is a signed Annexation Agreement for this property from the FPUA which grants water service and/or sewer service outside the City limits of the City of Fort Pierce.

This proposed annexation is also consistent with F.S 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the property is approximately $81,400. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where this annexation is taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of this property would help to continue eliminating irregularities along the City's boundary in this area. The adoption of this property into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designation shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designation of C-3, General Commercial, and the Future Land Use designation of CG, General Commercial would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5-0 to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections to the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan.

Staff Recommendation:

As proposed, the annexation meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed annexation along with the Zoning designation of C-3, General Commercial, and a Future Land Use designation of CG, General Commercial.

ORDINANCE NO. 19-020

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **500 ULRICH ROAD IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 3410-603-0064-000-5

LOTS 49 AND 50 BLOCK B, ULRICH'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THREOF AS RECORDED IN PLAT BOOK 5, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.3 acres, more or less, and being generally located at 500 Ulrich Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-3, General Commercial , and assigned a Future Land Use Designation of CG, General Commercial, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-020 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



LOTS 49 AND 50 BLOCK B, ULRICH'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THREOF AS RECORDED IN PLAT BOOK 5, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

EXHIBIT B
Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned GC, General Commercial with a Future Land Use of COM, Commercial. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-3, General Commercial and have a Future Land Use Designation of GC, General Commercial.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3354362 OR BOOK 3097 PAGE 1588, Recorded 06/09/2009 at 04:26 PM

Rec'd $10.00

RETURN TO: R.N. KOBLEGARD, III, ESQ., CH BOX 145
This Instrument prepared by:
R. N. Koblegard, III, Esquire
200 S. Indian River Drive, Suite 201
Fort Pierce, FL 34950

Property Appraisers Parcel Identification (Folio) Number(s):
3410-603-0064-000-5

ANNEXATION AGREEMENT
INDIVIDUAL

To: WATER/WASTEWATER ENGINEERING
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

500 ULRICH ROAD, FORT PIERCE, FL 34982
Location Address

Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

LOTS 49 AND 50, BLOCK B, ULRICH'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 64, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTORS.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 Interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, we hereunto set our hands and seals this 28th day of May, 2009.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature
Susan M. Burban
Printed Witness Signature

Witness Signature
Diane B. Sikkema
Printed Witness Signature

Signature
Sharon R. Byers
Printed Signature
502 Ulrich Avenue
Address
Fort Pierce, FL 34982
City, State, Zip

Signature
James Nicholas Byers
Printed Signature
411 Ulrich Road
Address
Fort Pierce, FL 34982
City, State, Zip

Signature
John D. Byers
Printed Signature
772 NW Placid Avenue
Address
Port St. Lucie, FL 34983
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared SHARON R. BYERS, a married woman, JAMES NICHOLAS BYERS, a married man, and JOHN D. BYERS, a married man, joint with right of survivorship, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named persons: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

DIANE B. SIKKEMA
Commission DD 761938
Expires March 21, 2012
Bonded Thru Troy Fain Insurance 800-385-7019

Witness my hand and official Seal in the County and State last aforesaid this 28th day of May A.D. 2009.

Notary Signature
Diane B. Sikkema
Notary Printed Signature

N:\Forms\FPUA\Completed Annexation Agreements\Byers, Sharon, James, John - 500 Ulrich Road.docx

Revised 7/9/04 per atty.

City Commission Regular Meeting **12.g.**

Meeting Date: 06/03/2019

Re: Voluntary Annexation For 5300 Melville Road (3403-502-0075-010-6)

SUBJECT:

Legislative Hearing - Ordinance 19-021 extending the territorial limits of the City of Fort Pierce, Florida, to include 5300 Melville Road in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of a Voluntary Application for Annexation for a parcel of land along with the Zoning designation of C-2, Neighborhood Commercial, and a Future Land Use Designation of NC, Neighborhood Commercial.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Per the St. Lucie County Appraisal District, this parcel has a Taxable Value of $343,700 and the 2018 tax bill was $7,112.88.

Attachments

Staff Report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 05:58 PM
City Manager	Nick Mimms	05/24/2019 11:32 AM

Form Started By: Rebeca Guerra Started On: 05/22/2019 05:54 PM

Final Approval Date: 05/24/2019

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: **Application for Annexation**
5300 Melville Road

CITY COMMISSION DATES: June 3, 2019 and June 17, 2019

STAFF REPORT

Property Owner: New Life Christian Centre of the Treasure Coast Inc.
10618 Pine Needle Drive
Fort Pierce, FL 34945

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land along with the Zoning designation of C-2, Neighborhood Commercial, and a Future Land Use Designation of NC, Neighborhood Commercial.

Site Location: 5300 Melville Road, Fort Pierce, Florida.

Parcel ID: 3403-502-0075-010-6

Parcel Size: 1.72 acres

Current Zoning: CO, Office Commercial (St. Lucie County)

Current Future Land Use: PF, Public Facility (St. Lucie County)

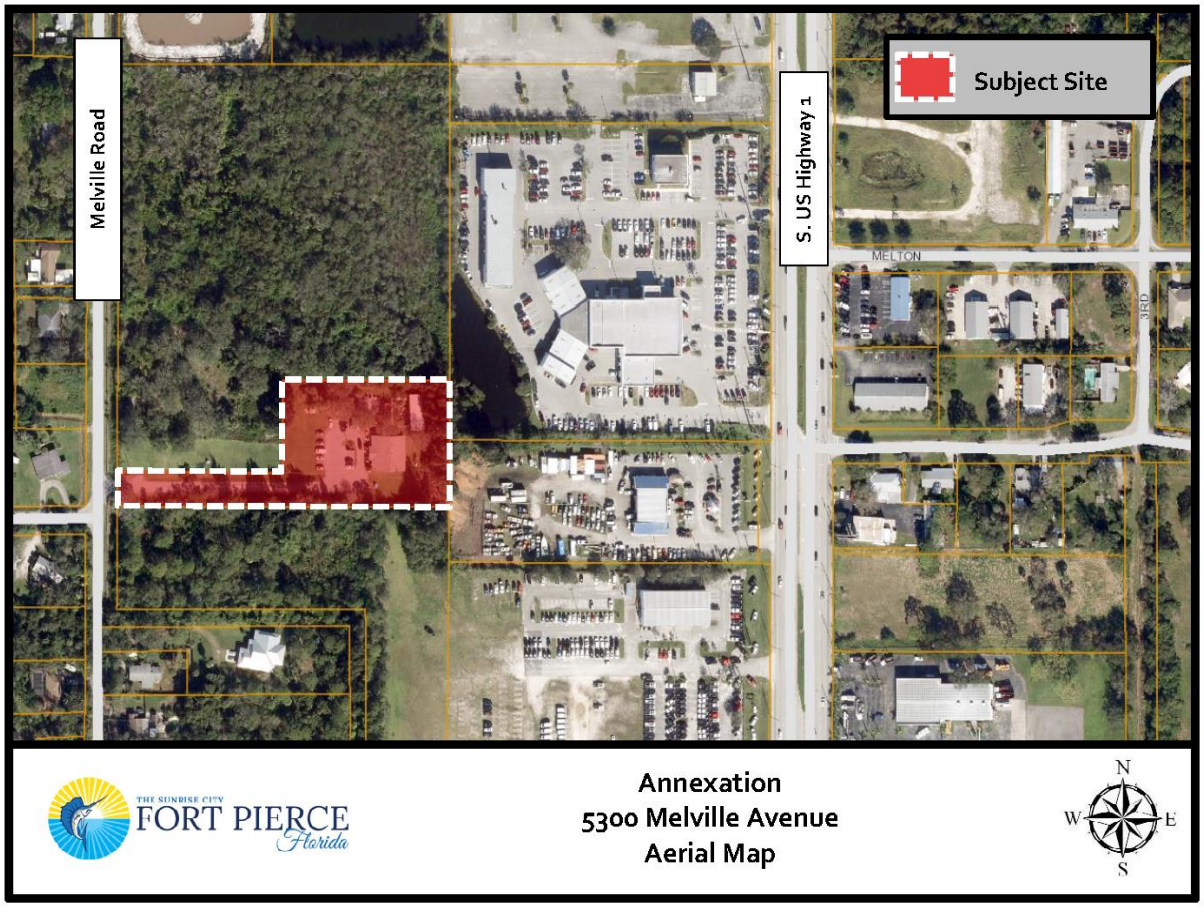
Proposed Zoning: C-2, Neighborhood Commercial

Proposed Future Land Use: NC, Neighborhood Commercial

	North	East	South	West
Surrounding Zoning:	I (SLC)	C-3	RS-3, CG (SLC)	RS-3 (SLC)
Surrounding FLU:	PF (SLC)	GC	RU, COM (SLC)	RU (SLC)

Staff Analysis:

This is a request for a voluntary annexation of property (Parcel ID 3403-502-0075-010-6) located at 5300 Melville Road in Fort Pierce, Florida.



The current St. Lucie County Zoning for 5300 Melville Road is CO, Office Commercial, with a St. Lucie County Future Land Use of PF, Public Facility. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation will be C-2, Neighborhood Commercial, and the proposed Future Land Use designation will be NC, Neighborhood Commercial.

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there is a signed Annexation Agreement for this property from the FPUA which grants water service and/or sewer service outside the City limits of the City of Fort Pierce.

This proposed annexation is also consistent with F.S 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the property is approximately $343,700. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where this annexation is taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of this property would help to continue eliminating irregularities along the City's boundary in this area. The adoption of this property into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designation shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designation of C-2, Neighborhood Commercial, and the Future Land Use designation of NC, Neighborhood Commercial would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5-0 to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections to the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan.

Staff Recommendation:

As proposed, the annexation meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed annexation along with the Zoning designation of C-2, Neighborhood Commercial, and a Future Land Use designation of NC, Neighborhood Commercial.

ORDINANCE NO. 19-021

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **5300 MELVILLE ROAD IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 3403-502-0075-010-6

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND RUNNING THENCE: SOUTH 00 DEGREES 12' 56" EAST, FOR 773.81 FEET; THENCE NORTH 89 DEGREES 59' 15" EAST, FOR 45.00 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING NORTH 00 DEGREES 12' 56" WEST, FOR 60.00 FEET; THENCE NORTH 89 DEGREES 59' 15" EAST FOR 309.38 FEET; THENCE NORTH 00 DEGREES 16' 15" WEST FOR 163.00 FEET; THENCE NORTH 89 DEGREES 51' 15" EAST, FOR 308.00 FEET, THENCE SOUTH 00 DEGREES 16' 15" EAST, FOR 223.00 FEET, THENCE SOUTH 89 DEGREES 59' 15" WEST, FOR 617.44 FEET TO THE PLACE AND POINT OF BEGINNING.

CONTAINING 2.00 ACRES MORE OR LESS. (O.R. BOOK 1081 PAGE 0940)

Said property containing 1.72 acres, more or less, and being generally located at 5300 Melville Road in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-2, Neighborhood Commercial, and assigned a Future Land Use Designation of NC, Neighborhood Commercial, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-021 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND RUNNING THENCE: SOUTH 00 DEGREES 12’ 56” EAST, FOR 773.81 FEET; THENCE NORTH 89 DEGREES 59’ 15” EAST, FOR 45.00 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING NORTH 00 DEGREES 12’ 56” WEST, FOR 60.00 FEET; THENCE NORTH 89 DEGREES 59’ 15” EAST FOR 309.38 FEET; THENCE NORTH 00 DEGREES 16’ 15” WEST FOR 163.00 FEET; THENCE NORTH 89 DEGREES 51’ 15” EAST, FOR 308.00 FEET, THENCE SOUTH 00 DEGREES 16’ 15” EAST, FOR 223.00 FEET, THENCE SOUTH 89 DEGREES 59’ 15” WEST, FOR 617.44 FEET TO THE PLACE AND POINT OF BEGINNING.

CONTAINING 2.00 ACRES MORE OR LESS. (O.R. BOOK 1081 PAGE 0940)

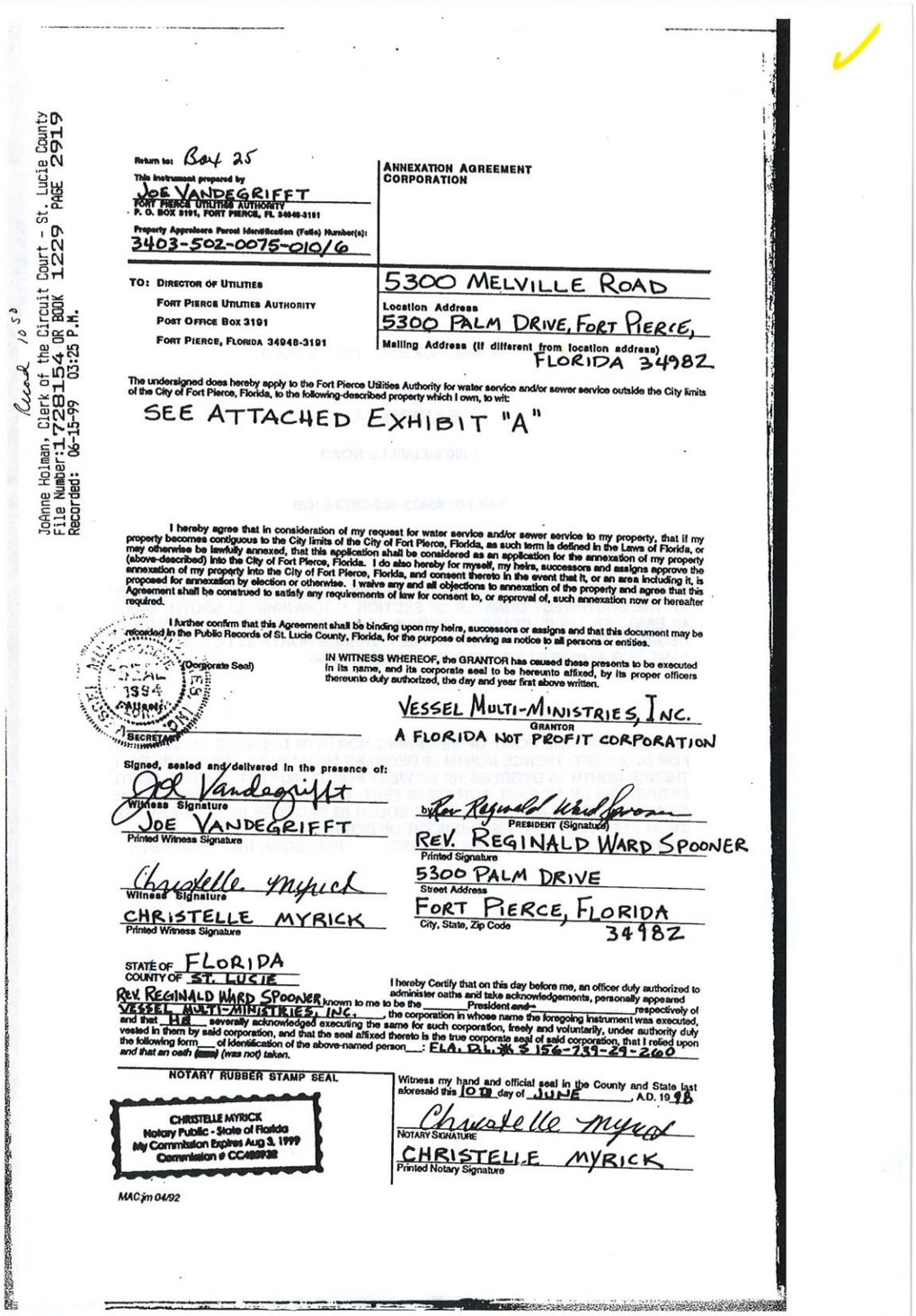
EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned CO, Office Commercial with a Future Land Use of P/F, Public Facilities. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-2, Neighborhood Commercial and have a Future Land Use Designation of NC, Neighborhood Commercial.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement



JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number:1728154 OR BOOK 1229 PAGE 2919
Recorded: 06-15-99 03:25 P.M.
Rec'd 10.50

Return to: Box 25
This instrument prepared by
JOE VANDEGRIFFT
FORT PIERCE UTILITIES AUTHORITY
P. O. BOX 3191, FORT PIERCE, FL 34948-3191
Property Appraisers Parcel Identification (Folio) Number(s):
3403-502-0075-010/6

ANNEXATION AGREEMENT
CORPORATION

TO: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

5300 MELVILLE ROAD
Location Address
5300 PALM DRIVE, FORT PIERCE, FLORIDA 34982
Mailing Address (if different from location address)

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida, to the following-described property which I own, to wit:

SEE ATTACHED EXHIBIT "A"

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida, and consent thereto in the event that it, or an area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida, for the purpose of serving as notice to all persons or entities.

(Corporate Seal)
SEAL 1994
Attest:
SECRETARY

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

VESSEL MULTI-MINISTRIES, INC.
GRANTOR
A FLORIDA NOT PROFIT CORPORATION

Signed, sealed and delivered in the presence of:

JE Vandegrifft
Witness Signature
JOE VANDEGRIFFT
Printed Witness Signature

Christelle Myrick
Witness Signature
CHRISTELLE MYRICK
Printed Witness Signature

by Rev Reginald Ward Spooner
PRESIDENT (Signature)
REV. REGINALD WARD SPOONER
Printed Signature
5300 PALM DRIVE
Street Address
FORT PIERCE, FLORIDA 34982
City, State, Zip Code

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby Certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared REV. REGINALD WARD SPOONER known to me to be the President and ____ respectively of VESSEL MULTI-MINISTRIES, INC., the corporation in whose name the foregoing instrument was executed, and that HE severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form ___ of identification of the above-named person ___: FLA. DL. # S 156-739-29-260 and that an oath (was) (was not) taken.

NOTARY RUBBER STAMP SEAL

CHRISTELLE MYRICK
Notary Public - State of Florida
My Commission Expires Aug 3, 1999
Commission # CC488938

Witness my hand and official seal in the County and State last aforesaid this 10th day of JUNE, A.D. 1998

Christelle Myrick
NOTARY SIGNATURE
CHRISTELLE MYRICK
Printed Notary Signature

MAC/jm 04/92

EXHIBIT C (Continued)
Fort Pierce Utilities Authority Annexation Agreement

OR BOOK 1229 PAGE 2920

EXHIBIT "A"

5300 MELVILLE ROAD

TAX I.D. #3403-502-0075-010/6

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND RUNNING THENCE: SOUTH 00 DEGREES 12' 56" EAST, FOR 773.81 FEET; THENCE NORTH 89 DEGREES 59' 15" EAST, FOR 45.00 FEET TO THE POINT OF BEGINNING:

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CONTAINING 2.00 ACRES MORE OR LESS. (O.R. BOOK 1081 PAGE 0940)

City Commission Regular Meeting **12.h.**

Meeting Date: 06/03/2019

Re: Voluntary Annexations

SUBJECT:

Legislative Hearing - Ordinance 19-025 extending the territorial limits of the City of Fort Pierce, Florida, to include an unaddressed parcel generally located on the north side of Smallwood Avenue, approximately 355 feet east of the intersection of Smallwood Avenue and US Highway 1 in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of Voluntary Applications for Annexation of three parcels of land along with the Zoning designations of C-3, General Commercial, and Future Land Use Designations of CG, General Commercial for each parcel.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

According to the St. Lucie County Property Appraiser, Parcel ID# 3403-805-0160-000-6 has a Taxable Value of $53,700 and a 2018 tax bill of $1,055.53. Parcel ID# 3403-805-0158-000-9 has a Taxable Value of $105,600 and a 2018 tax bill of $2,090.22. Parcel ID# 3403-805-0156-000-5 has a Taxable Value of $69,345 and a 2018 tax bill of $1,696.23.

Attachments

Staff Report

Draft Ordinance 19-025

Form Review

Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 06:25 PM
City Manager	Nick Mimms	05/24/2019 11:33 AM

Form Started By: Rebeca Guerra Started On: 05/22/2019 06:23 PM
Final Approval Date: 05/28/2019

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:	**Applications for Annexation of Four (4) Parcels 160, 302, & 367 Smallwood Avenue and an unaddressed parcel on Smallwood Avenue**
CITY COMMISSION DATES:	June 3, 2019 and June 17, 2019

STAFF REPORT

Property Owners:	Florida Solar Products Inc. 160 Smallwood Ave Fort Pierce Fort Pierce, FL 34982 Gassan Lawen 59 Chauncey Avenue Etobicoke, ON M8Z 2Z2 Tommy J. Fry 367 Smallwood Avenue Fort Pierce, FL 34982-7390
Requested Action:	Approval of Voluntary Applications for Annexation of four (4) parcels of land along with the Zoning designations of C-3, General Commercial, and Future Land Use Designations of CG, General Commercial for each parcel.
Site Location:	160, 302, & 367 Smallwood Avenue and an unaddressed parcel on Smallwood Avenue, all in Fort Pierce, Florida.
Parcel ID's:	3403-805-0158-000-9, 3403-805-0156-000-5, 3403-433-0002-000-0, & 3403-805-0160-000-6
Parcel Size:	0.28, 0.29 acres, 0.36 acres, and 0.44 acres
Current Zoning:	CG, General Commercial (St. Lucie County)
Current Future Land Use:	COM, Commercial (St. Lucie County)
Proposed Zoning:	C-3, General Commercial
Proposed Future Land Use:	CG, General Commercial

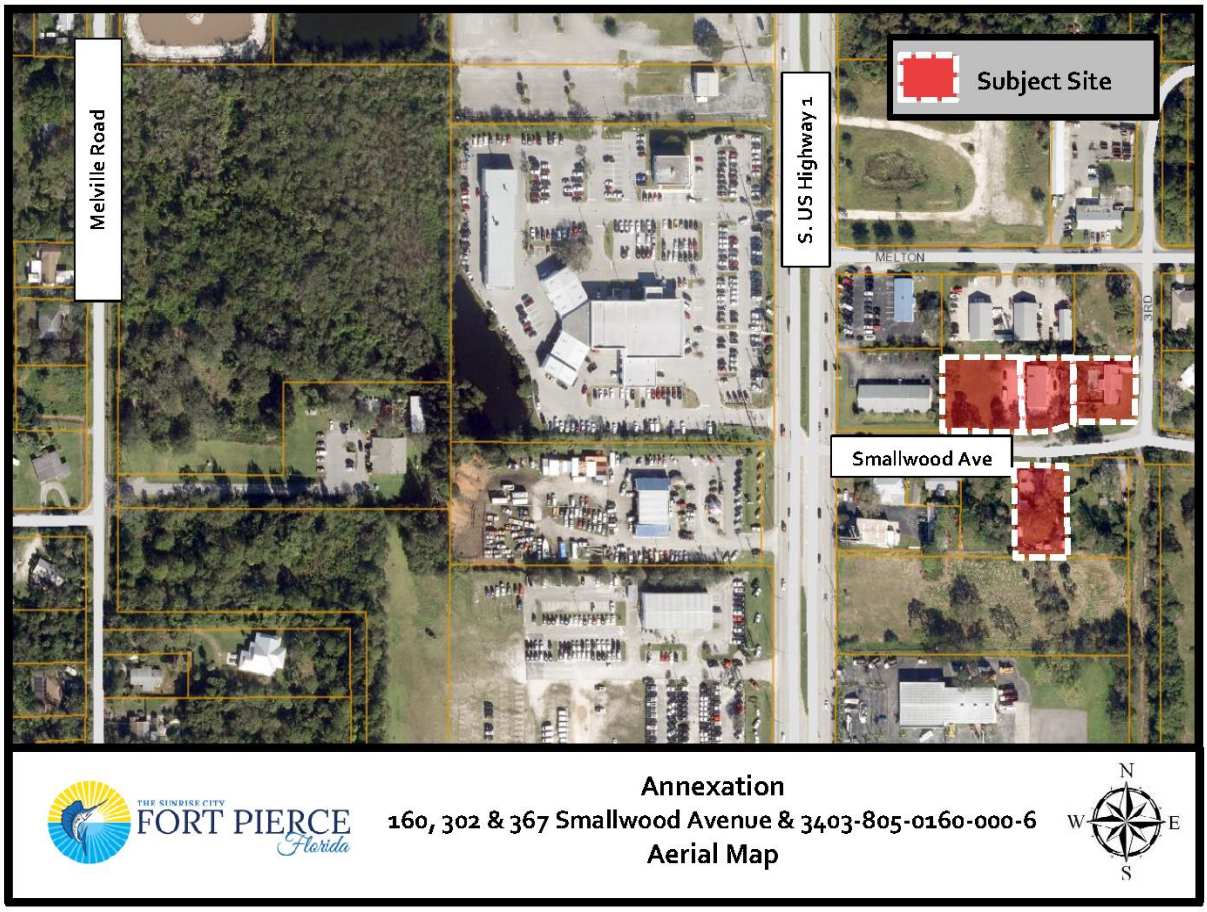
Surrounding Zoning:

Surrounding FLU:

North	East	South	West
CG (SLC)	RS-4 & CG (SLC)	CG (SLC), C-3	GC (SLC), C-3
COM (SLC)	RM & COM (SLC)	COM (SLC), GC	COM (SLC), GC

Staff Analysis:

This is a request for a voluntary annexation of four (4) properties (Parcel ID's 3403-805-0158-000-9, 3403-805-0156-000-5, 3403-433-0002-000-0, & 3403-805-0160-000-6) generally located on the north and south sides of Smallwood Avenue, east of the intersection of Smallwood Avenue and US Highway 1 in Fort Pierce, Florida.



The current St. Lucie County Zoning for all of these parcels on Smallwood Avenue is GC, General Commercial, with a St. Lucie County Future Land Use of COM, Commercial. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation for all parcels will be C-3, General Commercial, and the proposed Future Land Use designation for all parcels will be CG, General Commercial.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce.

This proposed annexations are also consistent with F.S 171.044, whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties are approximately $105,600, $69,345, $36,171, and $53,700. If the Applications for Annexation are approved, it would create four (4) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the four (4) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where these annexations are taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of these properties would help to continue eliminating irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designation of C-3, General Commercial, and the Future Land Use designation of CG, General Commercial would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of these annexations by mail to the St. Lucie County Administrator's Office on May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5- to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed four (4) annexations along with the Zoning designations of C-3, General Commercial, and Future Land Use designations of CG, General Commercial for each of the parcels.

DRAFT ORDINANCE NO. 19-025

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **AN UNADDRESSED PARCEL GENERALLY LOCATED ON THE NORTH SIDE OF SMALLWOOD AVENUE, APPROXIMATELY 355 FEET EAST OF THE INTERSECTION OF SMALLWOOD AVENUE AND US HIGHWAY 1 IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the

St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 3403-805-0160-000-6

LOTS 16, 17 & 18, BLOCK 8, RUHLMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 55, ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.44 acres, more or less, and being generally located on the north side of Smallwood Avenue, approximately 355 feet east of the intersection of Smallwood Avenue and US Highway 1 in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-3, General Commercial, and assigned a Future Land Use Designation of CG, General Commercial, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-025 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

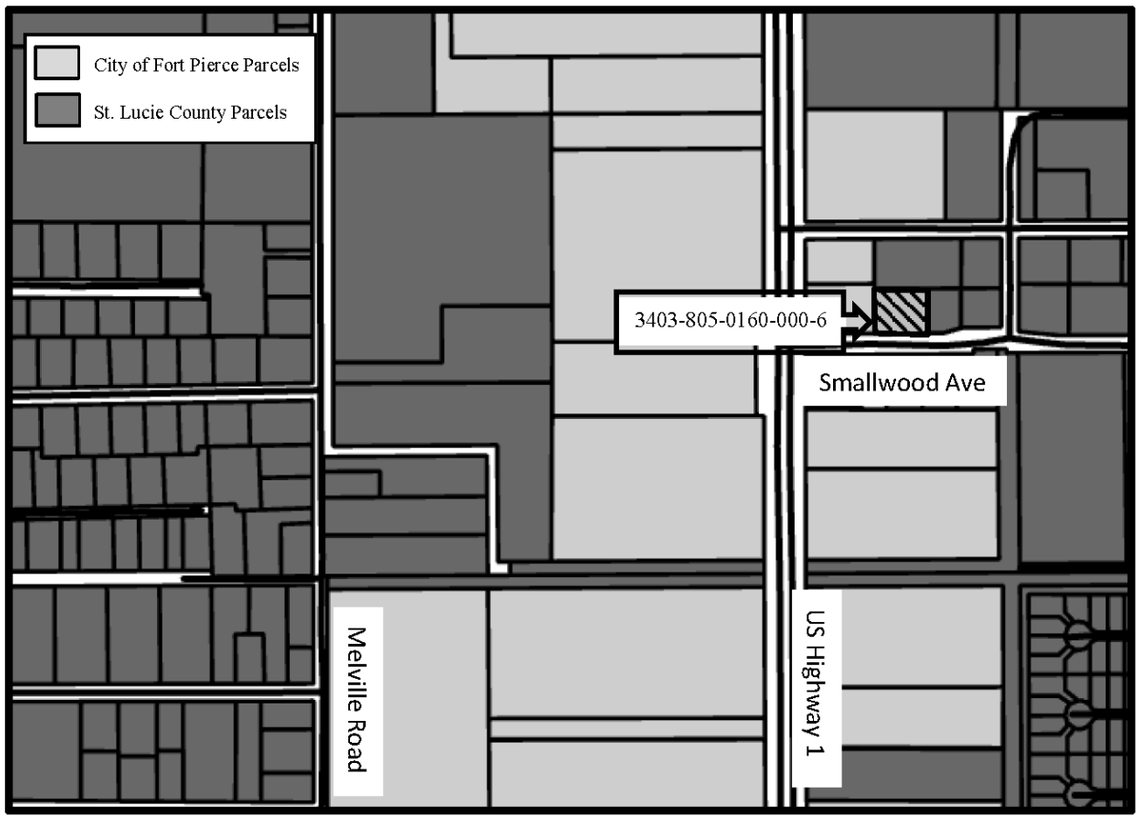
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

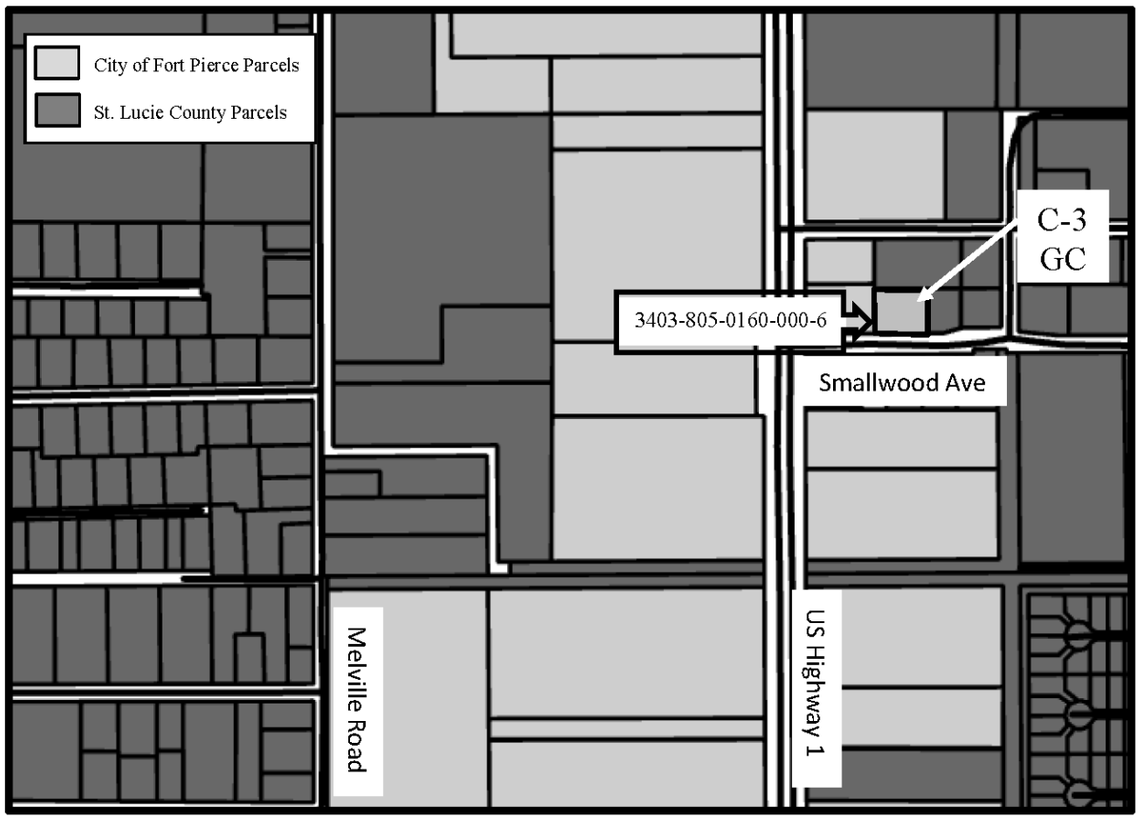
EXHIBIT A
Annexed Area & Legal Description



LOTS 16, 17 & 18, BLOCK 8, RUHLMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 55, ST. LUCIE COUNTY, FLORIDA

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned CG, General Commercial with a Future Land Use of COM, Commercial. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-3, General Commercial and have a Future Land Use Designation of GC, General Commercial.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2634672 OR BOOK 2256 PAGE 726, Recorded 05/27/2005 at 01:47 PM

RECORD 10.00

RETURN TO: BOX 25
This instrument prepared by:
Robert Zrallack
160 Smallwood Ave.
Ft. Pierce, FL 34982

Property Appraisers Parcel Identification (Folio) Number(s):

ANNEXATION AGREEMENT
CORPORATION

To: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

Location Address:
160 Smallwood Ave, Ft. Pierce, FL 34981
~~Mailing Address (if different from location address)~~

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

Lots 14, 15, 16, 17 & 18 - Ruhlman Sub-division, PLAT BOOK 9, PAGE 55, PUBLIC RECORDS OF ST. LUCIE COUNTY, FL

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized this

30th day of Sept., 2004.

Attest: Robert Zrallack Sec.
Secretary

Florida Solar Products, Inc.
GRANTOR DBA Solar Energy Systems

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Lionel Roman
Witness Signature
Lionel Roman
Printed Witness Signature

Witness Signature
Josette Thompson
Printed Witness Signature

Robert Zrallack Pres.
PRESIDENT (Signature)
Robert Zrallack Pres.
Printed Signature
160 Smallwood Ave
Address
Fort Pierce, FL 34982
City, State, Zip

STATE OF Florida
COUNTY OF St Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Robert Zrallack of Florida Solar Products, Inc. known to me to be the President and SECRETARY respectively of ~~Solar Energy Systems~~, the corporation in whose name the foregoing instrument was executed, and that he severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form of identification of the above-named person: Driver's Lic. and that an oath (was not) taken.

RUBBER STAMP NOTARY SEAL

KERRIE HURLEY
MY COMMISSION # DD 350136
EXPIRES: August 25, 2008
1-800-8-NOTARY FL Notary Discount Assoc. Co.

Witness my hand and official Seal in the County and State last aforesaid this 30 day of Sept. A.D. 2004.

Kerrie Hurley
Notary Signature
Kerrie Hurley
Notary Printed Signature

L:\Forms\Annexation Agreement\Corporation.doc Revised 7/9/04 per atty.

City Commission Regular Meeting **12.i.**

Meeting Date: 06/03/2019

Re: Voluntary Annexations

SUBJECT:

Legislative Hearing - Ordinance 19-022 extending the territorial limits of the City of Fort Pierce, Florida, to include 160 Smallwood Avenue in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of Voluntary Applications for Annexation of three parcels of land along with the Zoning designations of C-3, General Commercial, and Future Land Use Designations of CG, General Commercial for each parcel.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

According to the St. Lucie County Property Appraiser, Parcel ID# 3403-805-0160-000-6 has a Taxable Value of $53,700 and a 2018 tax bill of $1,055.53. Parcel ID# 3403-805-0158-000-9 has a Taxable Value of $105,600 and a 2018 tax bill of $2,090.22. Parcel ID# 3403-805-0156-000-5 has a Taxable Value of $69,345 and a 2018 tax bill of $1,696.23.

Attachments

Staff Report

Draft Ordinance 19-022

Form Review

Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 06:25 PM
City Manager	Nick Mimms	05/24/2019 11:33 AM

Form Started By: Rebeca Guerra Started On: 05/22/2019 06:23 PM

Final Approval Date: 05/24/2019

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:	**Applications for Annexation of Four (4) Parcels 160, 302, & 367 Smallwood Avenue and an unaddressed parcel on Smallwood Avenue**
CITY COMMISSION DATES:	June 3, 2019 and June 17, 2019

STAFF REPORT

Property Owners:	Florida Solar Products Inc. 160 Smallwood Ave Fort Pierce Fort Pierce, FL 34982 Gassan Lawen 59 Chauncey Avenue Etobicoke, ON M8Z 2Z2 Tommy J. Fry 367 Smallwood Avenue Fort Pierce, FL 34982-7390
Requested Action:	Approval of Voluntary Applications for Annexation of four (4) parcels of land along with the Zoning designations of C-3, General Commercial, and Future Land Use Designations of CG, General Commercial for each parcel.
Site Location:	160, 302, & 367 Smallwood Avenue and an unaddressed parcel on Smallwood Avenue, all in Fort Pierce, Florida.
Parcel ID's:	3403-805-0158-000-9, 3403-805-0156-000-5, 3403-433-0002-000-0, & 3403-805-0160-000-6
Parcel Size:	0.28, 0.29 acres, 0.36 acres, and 0.44 acres
Current Zoning:	CG, General Commercial (St. Lucie County)
Current Future Land Use:	COM, Commercial (St. Lucie County)
Proposed Zoning:	C-3, General Commercial
Proposed Future Land Use:	CG, General Commercial

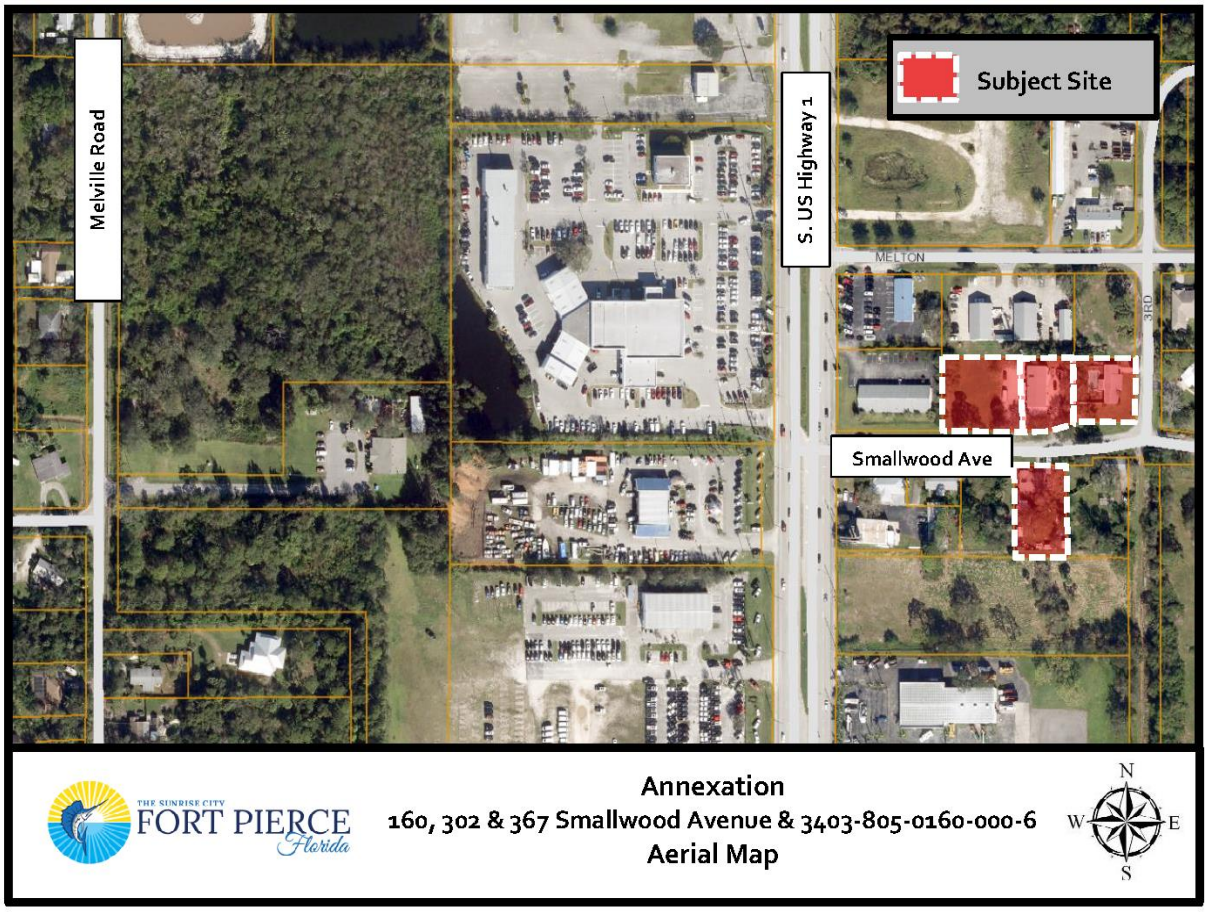
Surrounding Zoning:

Surrounding FLU:

North	East	South	West
CG (SLC)	RS-4 & CG (SLC)	CG (SLC), C-3	GC (SLC), C-3
COM (SLC)	RM & COM (SLC)	COM (SLC), GC	COM (SLC), GC

Staff Analysis:

This is a request for a voluntary annexation of four (4) properties (Parcel ID's 3403-805-0158-000-9, 3403-805-0156-000-5, 3403-433-0002-000-0, & 3403-805-0160-000-6) generally located on the north and south sides of Smallwood Avenue, east of the intersection of Smallwood Avenue and US Highway 1 in Fort Pierce, Florida.



The current St. Lucie County Zoning for all of these parcels on Smallwood Avenue is GC, General Commercial, with a St. Lucie County Future Land Use of COM, Commercial. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation for all parcels will be C-3, General Commercial, and the proposed Future Land Use designation for all parcels will be CG, General Commercial.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce.

This proposed annexations are also consistent with F.S 171.044, whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties are approximately $105,600, $69,345, $36,171, and $53,700. If the Applications for Annexation are approved, it would create four (4) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the four (4) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where these annexations are taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of these properties would help to continue eliminating irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designation of C-3, General Commercial, and the Future Land Use designation of CG, General Commercial would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of these annexations by mail to the St. Lucie County Administrator's Office on May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5- to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed four (4) annexations along with the Zoning designations of C-3, General Commercial, and Future Land Use designations of CG, General Commercial for each of the parcels.

ORDINANCE NO. 19-022

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **160 SMALLWOOD AVENUE IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 3403-805-0158-000-9

LOTS 14 & 15, BLOCK 8, RUHLMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 55, ST. LUCIE COUNTY, FLORIDA.

Said property containing 0.28 acres, more or less, and being generally located at 160 Smallwood Avenue in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-3, General Commercial, and assigned a Future Land Use Designation of CG, General Commercial, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-022 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



LOTS 14 & 15, BLOCK 8, RUHLMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 55, ST. LUCIE COUNTY, FLORIDA

EXHIBIT B
Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned CG, General Commercial with a Future Land Use of COM, Commercial. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-3, General Commercial and have a Future Land Use Designation of GC, General Commercial.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2634672 OR BOOK 2256 PAGE 726, Recorded 05/27/2005 at 01:47 PM

RECORD 10.00

RETURN TO: BOX 25
This instrument prepared by:
Robert Zrallack
160 Smallwood Ave.
Ft. Pierce, FL 34982

Property Appraisers Parcel Identification (Folio) Number(s):

ANNEXATION AGREEMENT
CORPORATION

To: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

Location Address:
160 Smallwood Ave, Ft. Pierce, FL 34981
~~Mailing Address (if different from location address)~~

Dear Sir:

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

Lots 14, 15, 16, 17 & 18 - Ruhlman SUB-division, PLAT BOOK 9, PAGE 55, PUBLIC RECORDS OF ST. LUCIE COUNTY, FL

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized this

30th day of Sept., 2004.

Attest: Robert Zrallack Sec.
Secretary

Florida Solar Products, Inc.
GRANTOR DBA Solar Energy Systems

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Lionel Roman
Witness Signature
Lionel Roman
Printed Witness Signature

Witness Signature
Josette Thompson
Printed Witness Signature

Robert Zrallack Pres.
PRESIDENT (Signature)
Robert Zrallack Pres.
Printed Signature
160 Smallwood Ave
Address
Fort Pierce, FL 34982
City, State, Zip

STATE OF Florida
COUNTY OF St Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Robert Zrallack of Florida Solar Products, Inc. known to me to be the President and SECRETARY respectively of ~~Solar Energy Systems~~, the corporation in whose name the foregoing instrument was executed, and that he severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form of identification of the above-named person: Driver's Lic. and that an oath (was not) taken.

RUBBER STAMP NOTARY SEAL

KERRIE HURLEY
MY COMMISSION # DD 350136
EXPIRES: August 25, 2008
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Witness my hand and official Seal in the County and State last aforesaid this 30 day of Sept. A.D. 2004.

Kerrie Hurley
Notary Signature
Kerrie Hurley
Notary Printed Signature

L:\Forms\Annexation Agreement\Corporation.doc Revised 7/9/04 per atty.

City Commission Regular Meeting **12.j.**

Meeting Date: 06/03/2019

Re: Voluntary Annexations

SUBJECT:

Legislative Hearing - Ordinance 19-023 extending the territorial limits of the City of Fort Pierce, Florida, to include 302 Smallwood Avenue in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of Voluntary Applications for Annexation of three parcels of land along with the Zoning designations of C-3, General Commercial, and Future Land Use Designations of CG, General Commercial for each parcel.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

According to the St. Lucie County Property Appraiser, Parcel ID# 3403-805-0160-000-6 has a Taxable Value of $53,700 and a 2018 tax bill of $1,055.53. Parcel ID# 3403-805-0158-000-9 has a Taxable Value of $105,600 and a 2018 tax bill of $2,090.22. Parcel ID# 3403-805-0156-000-5 has a Taxable Value of $69,345 and a 2018 tax bill of $1,696.23.

Attachments

Staff Report

Draft Ordinance 19-023

Form Review

Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 06:25 PM
City Manager	Nick Mimms	05/24/2019 11:33 AM

Form Started By: Rebeca Guerra Started On: 05/22/2019 06:23 PM

Final Approval Date: 05/28/2019

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:	**Applications for Annexation of Four (4) Parcels 160, 302, & 367 Smallwood Avenue and an unaddressed parcel on Smallwood Avenue**
CITY COMMISSION DATES:	June 3, 2019 and June 17, 2019

STAFF REPORT

Property Owners:	Florida Solar Products Inc. 160 Smallwood Ave Fort Pierce Fort Pierce, FL 34982 Gassan Lawen 59 Chauncey Avenue Etobicoke, ON M8Z 2Z2 Tommy J. Fry 367 Smallwood Avenue Fort Pierce, FL 34982-7390
Requested Action:	Approval of Voluntary Applications for Annexation of four (4) parcels of land along with the Zoning designations of C-3, General Commercial, and Future Land Use Designations of CG, General Commercial for each parcel.
Site Location:	160, 302, & 367 Smallwood Avenue and an unaddressed parcel on Smallwood Avenue, all in Fort Pierce, Florida.
Parcel ID's:	3403-805-0158-000-9, 3403-805-0156-000-5, 3403-433-0002-000-0, & 3403-805-0160-000-6
Parcel Size:	0.28, 0.29 acres, 0.36 acres, and 0.44 acres
Current Zoning:	CG, General Commercial (St. Lucie County)
Current Future Land Use:	COM, Commercial (St. Lucie County)
Proposed Zoning:	C-3, General Commercial
Proposed Future Land Use:	CG, General Commercial

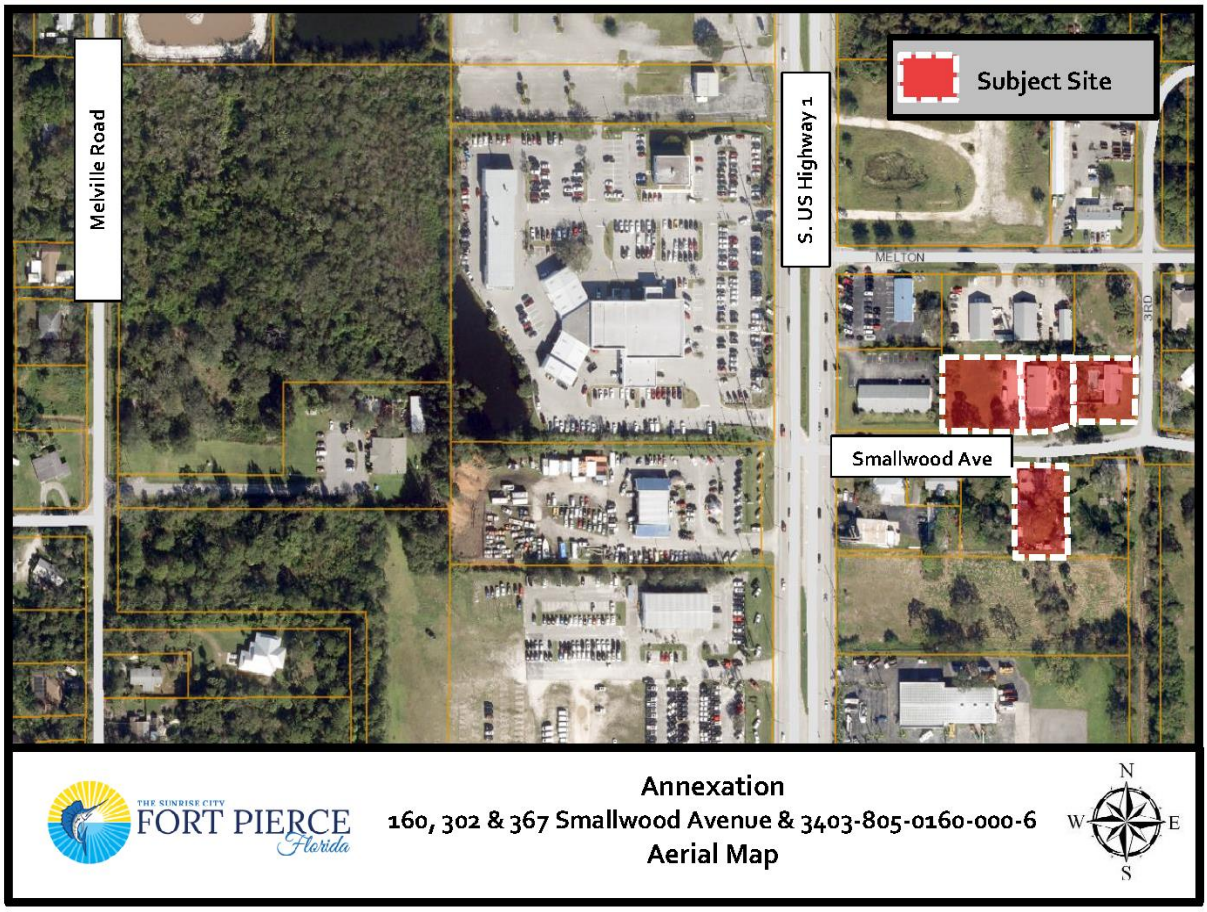
Surrounding Zoning:

Surrounding FLU:

North	East	South	West
CG (SLC)	RS-4 & CG (SLC)	CG (SLC), C-3	GC (SLC), C-3
COM (SLC)	RM & COM (SLC)	COM (SLC), GC	COM (SLC), GC

Staff Analysis:

This is a request for a voluntary annexation of four (4) properties (Parcel ID's 3403-805-0158-000-9, 3403-805-0156-000-5, 3403-433-0002-000-0, & 3403-805-0160-000-6) generally located on the north and south sides of Smallwood Avenue, east of the intersection of Smallwood Avenue and US Highway 1 in Fort Pierce, Florida.



The current St. Lucie County Zoning for all of these parcels on Smallwood Avenue is GC, General Commercial, with a St. Lucie County Future Land Use of COM, Commercial. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation for all parcels will be C-3, General Commercial, and the proposed Future Land Use designation for all parcels will be CG, General Commercial.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce.

This proposed annexations are also consistent with F.S 171.044, whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties are approximately $105,600, $69,345, $36,171, and $53,700. If the Applications for Annexation are approved, it would create four (4) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the four (4) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
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The area where these annexations are taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of these properties would help to continue eliminating irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designation of C-3, General Commercial, and the Future Land Use designation of CG, General Commercial would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of these annexations by mail to the St. Lucie County Administrator's Office on May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5- to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed four (4) annexations along with the Zoning designations of C-3, General Commercial, and Future Land Use designations of CG, General Commercial for each of the parcels.

ORDINANCE NO. 19-023

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **302 SMALLWOOD AVENUE IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 3403-805-0156-000-5

LOT 12 & 13, BLOCK 8, RUHLMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 55, ST. LUCIE COUNTY.

Said property containing 0.29 acres, more or less, and being generally located at 302 Smallwood Avenue in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-3, General Commercial, and assigned a Future Land Use Designation of CG, General Commercial, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-023 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

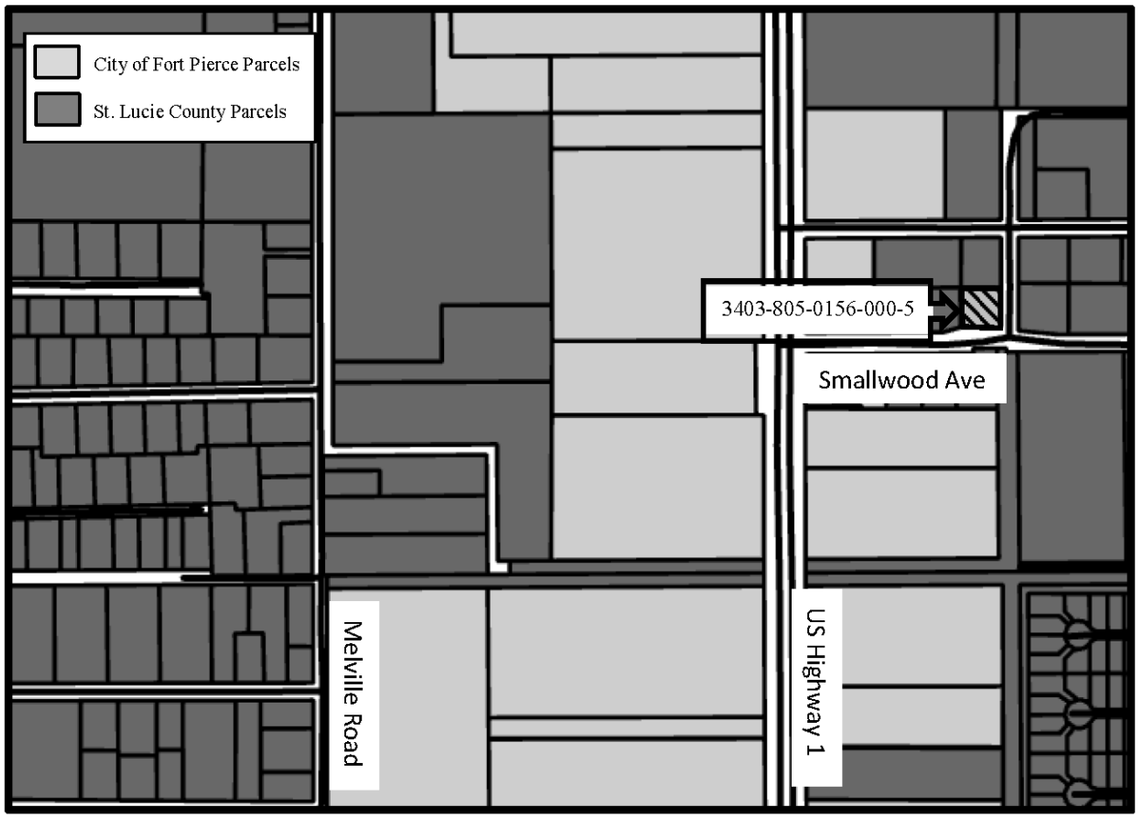
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

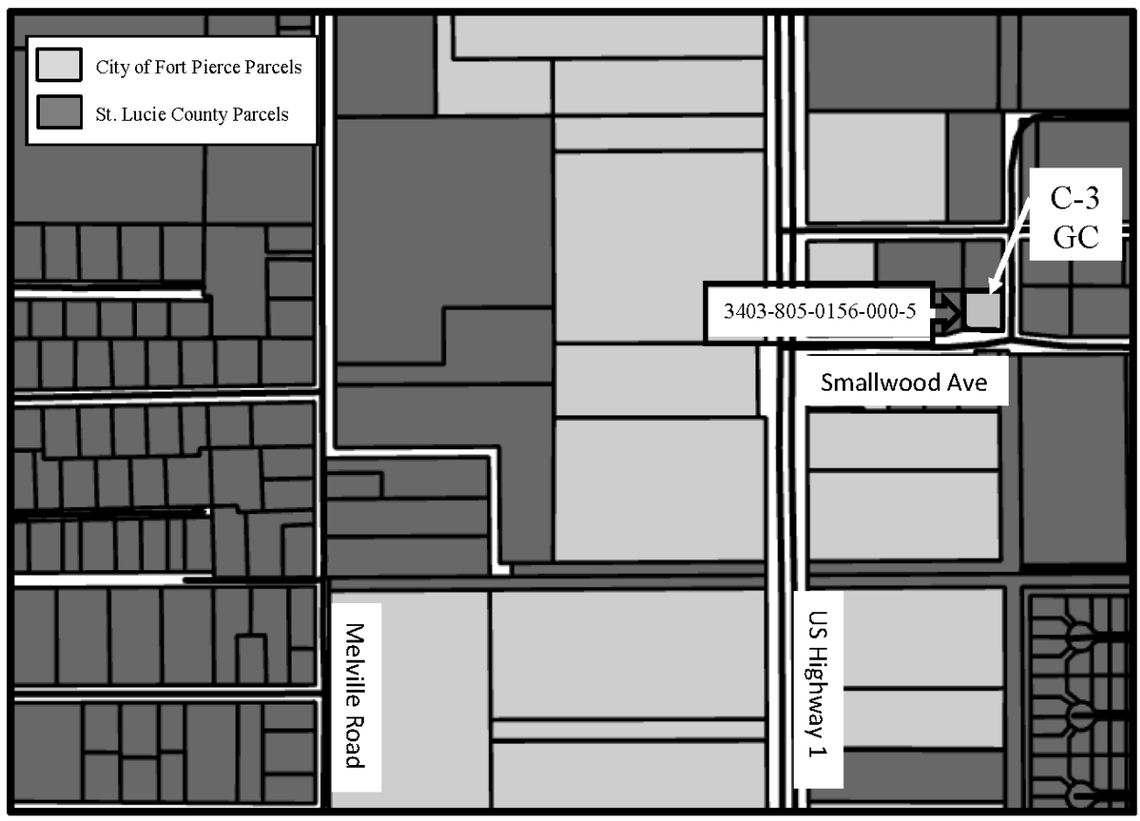
(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



LOT 12 & 13, BLOCK 8, RUHLMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 55, ST. LUCIE COUNTY

EXHIBIT B
Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned CG, General Commercial with a Future Land Use of COM, Commercial. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-3, General Commercial and have a Future Land Use Designation of GC, General Commercial.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2513800 OR BOOK 2108 PAGE 2235, Recorded 12/07/2004 at 02:04 PM

09/02/2003 15:48 561-465-6984 FPUA PAGE 02

RETURN TO: BOX 26
This instrument prepared by:

Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, FL 34948-3191

ANNEXATION AGREEMENT
INDIVIDUAL

Property Appraisers Parcel Identification (Folio) Number(s)
3403-805-0156-0005

To: DIRECTOR OF UTILITIES
FORT PIERCE UTILITIES AUTHORITY
POST OFFICE BOX 3191
FORT PIERCE, FLORIDA 34948-3191

302 Smallwood Dr.
Location Address
same
Mailing Address (if different from location address)

Bond 10.00

Dear Sir:
The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit
Lot 12+13, Block 8, Kublinan Subdivision according to the plat thereof recorded in Plat Book 9, Page 55, St Lucie Co. FL.

THE ABOVE-DESCRIBED PROPERTY IS (NOT) THE HOMESTEAD OF THE GRANTOR(S). IF NOT THE HOMESTEAD, THE
GRANTOR(S) RESIDE(S) AT same

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof We hereunto set Our hand(s) and seal this 4th day of September, 2004

Signed, sealed and delivered in our presence as witnesses:

Witness Signature
Susan Henderson
Printed Witness Signature
Witness Signature
Renee Parker
Printed Witness Signature

STATE OF Florida
COUNTY OF Lake

Signature
GARY AUSTIN
Printed Signature
Address 78345 PALENWOOD Rd, ALTOONA, FL 32702
City, State, Zip
Signature
DONNA AUSTIN
Printed Signature
Address 78345 PALENWOOD Rd.
ALTOONA FL. 32702
City, State, Zip

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Donna Austin and Gary Austin husband & wife known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that ~~he/she~~ they executed the same, that I relied upon the following form(s) Identification of the above-named person(s) (Personally Known to me)
Florida Driver's License - Donna Austin and that an oath was not taken
Florida Driver's License - Gary Austin

RUBBER STAMP NOTARY SEAL

TERESA L. LIVELY
Notary Public, State of Florida
My comm. expires October 23, 2004
No. CC963666

Witness my hand and official Seal in the County and State last
Aforesaid this 4th day of September, A.D. 2004
Notary Signature
Teresa L. Lively
Notary Printed Signature

City Commission Regular Meeting **12.k.**

Meeting Date: 06/03/2019

Re: Voluntary Annexation For 367 Smallwood Avenue (3403-433-0002-000-0)

SUBJECT:

Legislative Hearing - Ordinance 19-024 extending the territorial limits of the City of Fort Pierce, Florida, to include 367 Smallwood Avenue in Fort Pierce, Florida. FIRST READING

SUMMARY:

Approval of Voluntary Application for Annexation of one parcel of land along with the Zoning designation of C-3, General Commercial, and Future Land Use Designation of CG, General Commercial.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

COORDINATED WITH:

City Attorney's Office, Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

According to the St. Lucie County Property Appraiser, the parcel has a Taxable Value of $11,171 and a 2018 tax bill of $515.62.

Attachments

Staff Report

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 06:22 PM
City Manager	Nick Mimms	05/24/2019 11:33 AM

Form Started By: Rebeca Guerra Started On: 05/22/2019 06:19 PM

Final Approval Date: 05/24/2019

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:	**Applications for Annexation of Four (4) Parcels 160, 302, & 367 Smallwood Avenue and an unaddressed parcel on Smallwood Avenue**
CITY COMMISSION DATES:	June 3, 2019 and June 17, 2019

STAFF REPORT

Property Owners:	Florida Solar Products Inc. 160 Smallwood Ave Fort Pierce Fort Pierce, FL 34982 Gassan Lawen 59 Chauncey Avenue Etobicoke, ON M8Z 2Z2 Tommy J. Fry 367 Smallwood Avenue Fort Pierce, FL 34982-7390
Requested Action:	Approval of Voluntary Applications for Annexation of four (4) parcels of land along with the Zoning designations of C-3, General Commercial, and Future Land Use Designations of CG, General Commercial for each parcel.
Site Location:	160, 302, & 367 Smallwood Avenue and an unaddressed parcel on Smallwood Avenue, all in Fort Pierce, Florida.
Parcel ID's:	3403-805-0158-000-9, 3403-805-0156-000-5, 3403-433-0002-000-0, & 3403-805-0160-000-6
Parcel Size:	0.28, 0.29 acres, 0.36 acres, and 0.44 acres
Current Zoning:	CG, General Commercial (St. Lucie County)
Current Future Land Use:	COM, Commercial (St. Lucie County)
Proposed Zoning:	C-3, General Commercial
Proposed Future Land Use:	CG, General Commercial

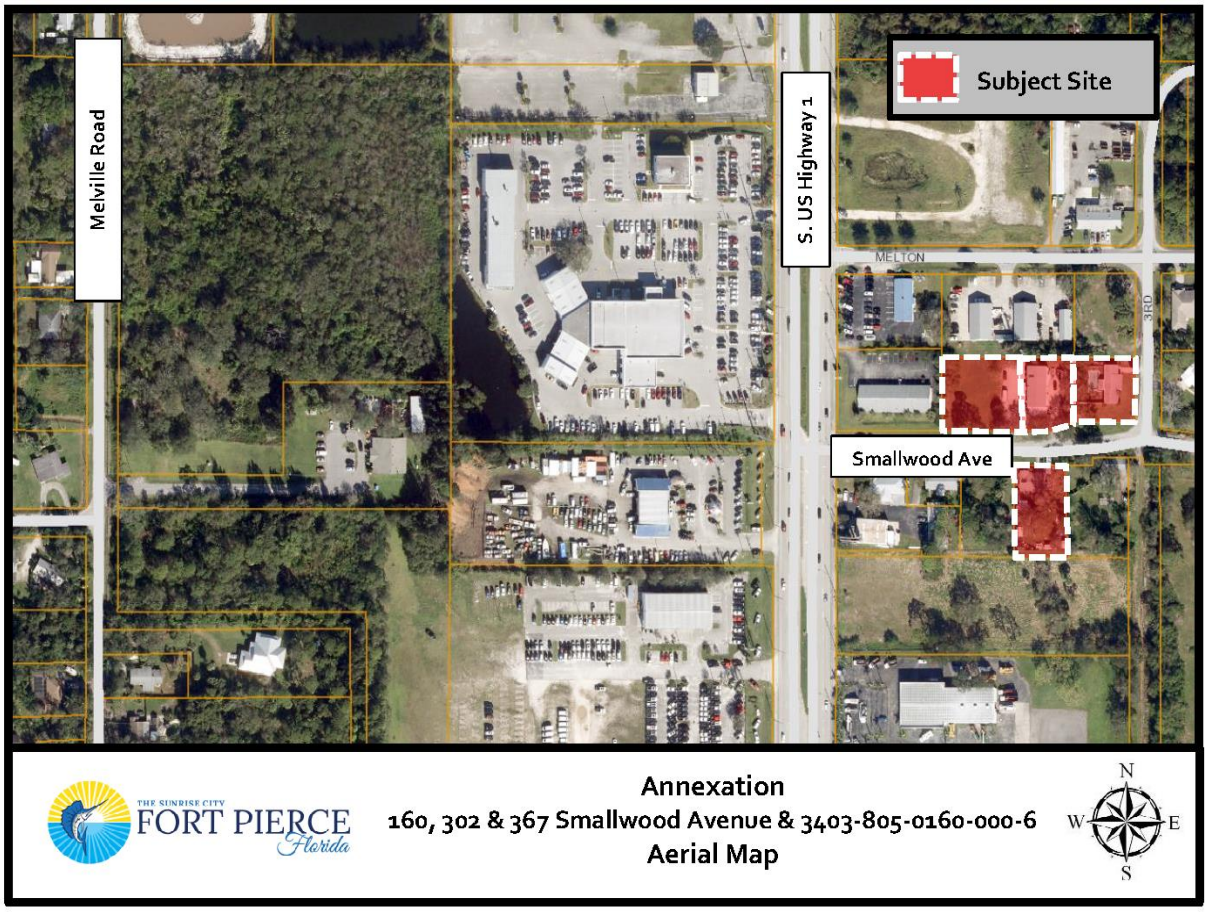
Surrounding Zoning:

Surrounding FLU:

North	East	South	West
CG (SLC)	RS-4 & CG (SLC)	CG (SLC), C-3	GC (SLC), C-3
COM (SLC)	RM & COM (SLC)	COM (SLC), GC	COM (SLC), GC

Staff Analysis:

This is a request for a voluntary annexation of four (4) properties (Parcel ID's 3403-805-0158-000-9, 3403-805-0156-000-5, 3403-433-0002-000-0, & 3403-805-0160-000-6) generally located on the north and south sides of Smallwood Avenue, east of the intersection of Smallwood Avenue and US Highway 1 in Fort Pierce, Florida.



The current St. Lucie County Zoning for all of these parcels on Smallwood Avenue is GC, General Commercial, with a St. Lucie County Future Land Use of COM, Commercial. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation for all parcels will be C-3, General Commercial, and the proposed Future Land Use designation for all parcels will be CG, General Commercial.

Staff has confirmed that the properties are located within unincorporated St. Lucie County and, if approved simultaneously, will become contiguous to the Fort Pierce City municipal boundary. The properties are also within the Fort Pierce Utilities Authority (FPUA) service area. Moreover, there are signed Annexation Agreements encompassing all of the properties from the FPUA which grant water service and/or sewer service outside the City limits of the City of Fort Pierce.

This proposed annexations are also consistent with F.S 171.044, whereas the properties will be contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of any enclaves.

The current taxable value of each of the properties are approximately $105,600, $69,345, $36,171, and $53,700. If the Applications for Annexation are approved, it would create four (4) new sources of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the four (4) proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where these annexations are taking place has an even mix of properties with-in St. Lucie County jurisdiction and with-in City of Fort Pierce jurisdiction. The annexation of these properties would help to continue eliminating irregularities along the City's boundary in this area. Moreover, the adoption of these properties into the City also helps to provide efficient public services.

The City of Fort Pierce Zoning designation and Future Land Use designations shall remain consistent with the current County designation and the City's Comprehensive Plan. The Zoning Designation of C-3, General Commercial, and the Future Land Use designation of CG, General Commercial would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification:

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of these annexations by mail to the St. Lucie County Administrator's Office on May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission

Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5- to recommend Approval of the request as presented.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation:

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve the proposed four (4) annexations along with the Zoning designations of C-3, General Commercial, and Future Land Use designations of CG, General Commercial for each of the parcels.

DRAFT ORDINANCE NO. 19-024

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **367 SMALLWOOD AVENUE IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2019; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 14, 2019, meeting, voted X to X to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by May 4, 2019, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners by May 16, 2019, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 3403-433-0002-000-0

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER, RUN SOUTH 150 FEET; THENCE RUN WEST 150 FEET TO POINT OF BEGINNING; THEN RUN NORTH 25 FEET; THENCE RUN WEST 100 FEET; THENCE SOUTH 57.5 FEET; THENCE RUN EAST 100 FEET; THENCE RUN NORTH 32.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND

BEGINNING AT A POINT 150 FEET WEST OF THE NE CORNER OF THE SW ¼ OF THE SW ¼ OF THE SE ¼ OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE WEST 100; THENCE SOUTH 125 FEET; THENCE EAST 100 FEET, THENCE NORTH 125 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM THE NORTH 25 THEREOF, FOR INGRESS AND EGRESS.

Said property containing 0.36 acres, more or less, and being generally located at 367 Smallwood Avenue in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2019, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-3, General Commercial, and assigned a Future Land Use Designation of CG, General Commercial, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Pete 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. 19-024 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, May 26, 2019 and Sunday, June 2, 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 June 3, 2019; and was duly introduced, read by title only, and passed on second and final reading June 17, 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 17th day of June, 2019.

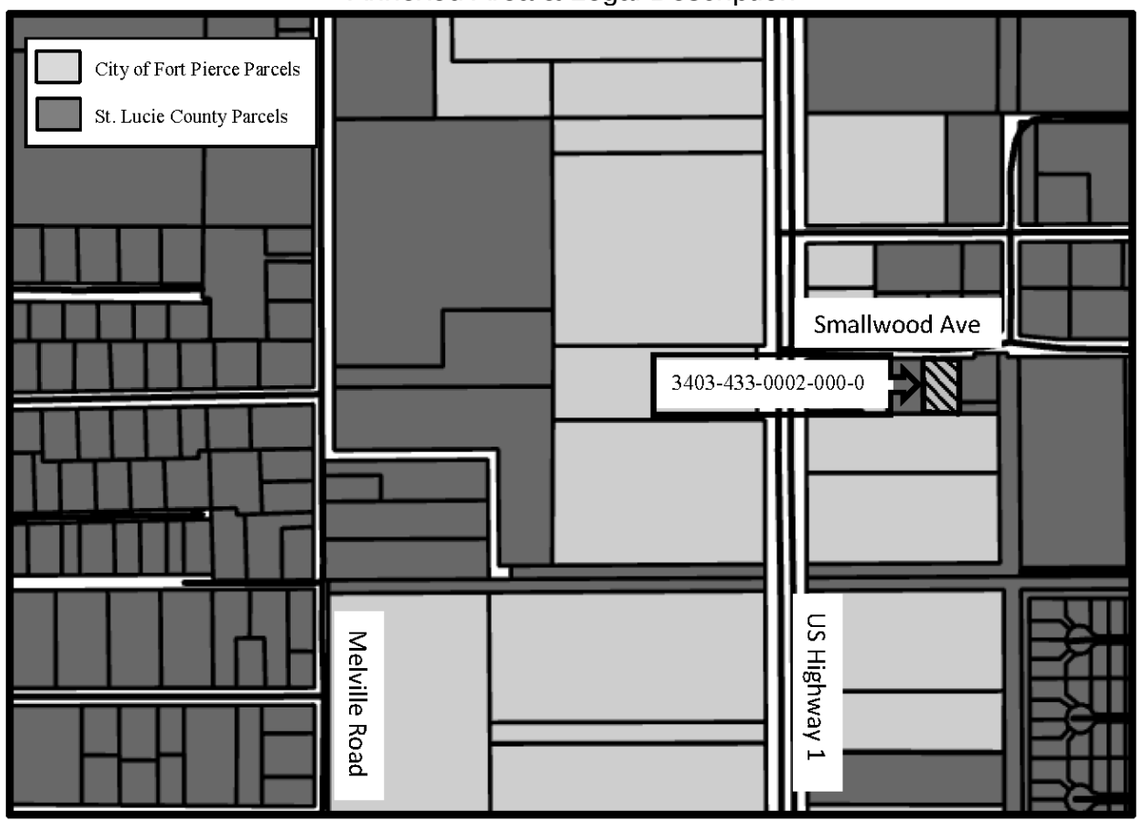
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Annexed Area & Legal Description



COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER, RUN SOUTH 150 FEET; THENCE RUN WEST 150 FEET TO POINT OF BEGINNING; THEN RUN NORTH 25 FEET; THENCE RUN WEST 100 FEET; THENCE SOUTH 57.5 FEET; THENCE RUN EAST 100 FEET; THENCE RUN NORTH 32.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

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EXHIBIT B
Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned GC, General Commercial with a Future Land Use of COM, Commercial. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-3, General Commercial and have a Future Land Use Designation of GC, General Commercial.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2689075 OR BOOK 2334 PAGE 1136, Recorded 08/16/2005 at 12:40 PM

RETURN TO: BOX ~~26~~ 145

This instrument prepared by

Julie Sizemore
Fort Pierce Utilities Authority
P.O. Box 3191, Fort Pierce, Florida 34948-3191

Property Appraisers Parcel Identification (Folio) Number(s):

340343300020000

ANNEXATION AGREEMENT
INDIVIDUAL

To: Customer Service
Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, FL 34948-3191

Dear Sir:

367 SMALLWOOD AV
Location Address

367 SMALLWOOD AV, FT PIERCE, FL 34982
Mailing Address (if different from location address)

The undersigned does hereby apply to the Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

SEE ATTACHED EXHIBIT A

The above-described property is the homestead of the Grantor(s). If not the homestead, the

Grantor(s) Reside(s) at SAME.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, We hereunto set Our hand(s) and seal this 1st day of December, 2004.

Signed, sealed and delivered in our presence as witnesses:

Julie Sizemore
Witness Signature

JULIE SIZEMORE
Printed Witness Signature

Mary Thomas
Witness Signature

MARY THOMAS
Printed Witness Signature

Rodney L Davis
Signature

RODNEY L DAVIS
Printed Signature

367 SMALLWOOD AV
Address

FORT PIERCE, FL 34982
City, State, Zip

Betty E Davis
Signature

BETTY E DAVIS
Printed Signature

367 SMALLWOOD AV
Address

FORT PIERCE, FL 34982
City, State, Zip

STATE OF Florida

COUNTY OF St. Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared RODNEY L DAVIS & BETTY E DAVIS, HIS WIFE known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that They executed the same, that I relied upon the following form(s) identification of the above-named person(s): (Personally known to me) Fl. D. Lic. and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Mary E. Thomas
Commission # DD126527
Expires July 28, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Witness my hand and official Seal in the County and State last aforesaid this 1 day of Dec A.D. 2004

Mary Thomas
Notary Signature

Mary Thomas
Notary Printed Signature

EXHIBIT C (Continued)
Fort Pierce Utilities Authority Annexation Agreement

OR BOOK 2334 PAGE 1137

EXHIBIT A

Commencing at the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter, run South 150 feet; thence run West 150 feet to Point of Beginning; thence run North 25 feet; thence run West 100 feet; thence South 57.5 feet; thence run East 100 feet; thence run North 32.5 feet, more or less, to the Point of Beginning, all in Section 3, Township 36 South, Range 40 East, St. Lucie Lucie County, Florida.

and

Beginning at a point 150 feet West of the NE corner of the SW 1/4 of the SW 1/4 of the SE 1/4 of Section 3, Township 36 South, Range 40 East, St. Lucie County, Florida. for the Point of Beginning; thence West 100 feet; thence South 125 feet; thence East 100 feet; thence North 125 feet to the Point of Beginning. LESS AND EXCEPTING THEREFROM the North 25 feet thereof, for INGRESS AND EGRESS.

City Commission Regular Meeting **13.a.**

Meeting Date: 06/03/2019

Re: Application for Consideration for Appointment to the Board of Examiners of Contractors

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Resolution 19-R21 Appointing Wanda Gahn 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

19-R21

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: 05/21/2019

RESOLUTION NO. 19-R21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF EXAMINERS OF CONTRACTORS**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and is hereby appointed by the City Commission to serve as a member of the Board of Examiners of Contractors to fill the unexpired term of Ken Waters; said term to commence upon adoption of this resolution and to expire February 28, 2022, or when a successor has been duly appointed.

Name	Represents	Term Expires
Wanda Gahn	State Licensed	February 28, 2022

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 3rd day of June, 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

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: 06/03/2019

Re: Surtax Committee

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Consideration of appointment of at-large members to the Infrastructure Surtax Citizen Oversight Committee

SUMMARY:

The committee still needs at-large members.

RECOMMENDATION:

Appoint two members.

ALTERNATIVES:

Seek additional applicants.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Capers
Englmeier
Hayling
Heaning
McGee
Westbury

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2019 11:35 AM

Form Started By: Linda Cox Started On: 04/16/2019 11:17 AM

Final Approval Date: 05/24/2019

RECEIVED
APR 19 2019
CITY CLERK'S OFFICE

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: FP Infrastructure Surtax Citizen Oversight Committee

Name: James "Jamey" Capers	Phone: 321.890.3373
Home Address: 2515 maidwood Dr. City/Zip Code: Ft. Pierce, FL 34981	How long at this address? 4 year
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Financial Representative	
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): financial planning, General manager for large organization, Reviewed contracts for companies + individuals	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: Affordable Housing Committee - SLC	
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: jameyc2001@yahoo.com
Date: 4/19/19	Applicant's Signature: James Capers

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

James (Jamey) Capers

2515 Madewood Drive
Fort Pierce, FL, 34981
(321) 890-3373
jameyc2001@yahoo.com

Detail-oriented recent college graduate with a Master of Accounting in Forensic Accounting and Business Valuation (3.9 GPA), with 23+ years of work experience. Aiming to leverage academic experience and a proven knowledge of financial management, analytical review, and team management across disciplines to successfully fill the Financial Analyst I role at your company. Frequently praised as focused by my peers, I can be relied upon to help your company achieve its goals.

EDUCATION

FLORIDA ATLANTIC UNIVERSITY

Boca Raton, FL

Master of Accounting Forensic Accounting and Business Valuation (Dec 2018)

- **GPA:** 3.9
- **Relevant Course:** Financial Statement Modeling, Discounted Cash Flow Analysis

UNIVERSITY OF SOUTHERN MISSISSIPPI

Hattiesburg, MS

M.B.A. Management (Aug 2004)

- **GPA:** 3.9
- **Relevant Course:** Completed Study Abroad program

UNIVERSITY OF SOUTHERN MISSISSIPPI

Hattiesburg, MS

B.S. Business Administration (May 1998)

- **GPA:** 3.7

WORK EXPERIENCE

KEANEY FINANCIAL SERVICES CORP, Stuart, FL

Financial Representative | Jul 2017 - Present

- Independent agent working in personal and business risk management.
- Develop prospects from current commercial customers, referral leads, or sales or trade meetings.
- Contact prospective customers to present information and explain available services.
- Determine customers' financial services needs and prepare proposals that address those needs.
- Review business trends to advise customers regarding expected fluctuations.
- Complete Risk Assessments with clients and review possible outcomes.
- Communicate updates and changes effectively with clients.
- Develop and deliver presentations on financial services to groups to attract new clients.
- Compliance with SEC, FINRA, and State oversight agencies.

INDIAN RIVER STATE COLLEGE, Fort Pierce, FL

Adjunct Professor - Business & Accounting | Jan 2015 - Present

- Evaluate and grade students' class work, assignments, and papers.
- Prepare and deliver lectures to undergraduate or graduate students on topics such as financial accounting, principles of marketing, and operations management.
- Initiate, facilitate, and moderate classroom discussions.

- Prepare course materials such as syllabi, homework assignments, and handouts.
- Keep abreast of developments in the field by reading current literature, talking with colleagues, and participating in professional organizations and conferences.
- Compile, administer, and grade examinations, or assign this work to others.
- Plan, evaluate, and revise curricula, course content, and course materials and methods of instruction.
- Collaborate with colleagues to address teaching and research issues.
- Collaborate with members of the business community to improve programs, to develop new programs, and to provide student access to learning opportunities such as internships.
- Maintain student attendance records, grades, and other required records.

INDIAN RIVER STATE COLLEGE, Fort Pierce, FL

Program Manager - NSF ATE Center | Apr 2014 - Jul 2016

- Direct and coordinate activities for the Regional Center for Nuclear Education & Training, funded by a $3.2 million grant from the National Science Foundation.
- Develop workshops & seminars for industry and academic partners and managed their implementation.
- Analyze and research expansion areas for grant renewal.
- Gather and write progress reports for NSF evaluation.
- Develop marketing & promotions for RCNET and NSF through public speaking engagements, on-line platforms, and written publications.
- Oversee and strengthen existing relationships with partners while develop and cultivate new local, state and national partnerships.
- Develop on-line learning courses with supportive marketing material.
- Communicate with all levels of industry and governmental agencies that support the goals and mission of RCNET.
- Vendor negotiations for services or products on behalf of our partners.
- Responsible for purchase order requests and auditing to finance.

PALM CITY ANIMAL MEDICAL CENTER, Palm City, FL

Operations Manager | Sep 2013 - Apr 2014

- Direct and coordinate activities concerned with the scheduling, pricing, and sales of services of a large, single-owner veterinary hospital
- Review financial statements, sales and activity reports, and other performance data to measure productivity and goal achievement.
- Develop reports for cost analysis, labor efficiency, and client retention.
- Establish, review, and update protocol standards.
- Determine staffing requirements – interview, hire and train new employees – and oversee personnel processes.
- Monitor businesses and agencies to ensure that they efficiently and effectively provide needed services while staying within budgetary limits.
- Compliance with State and Federal animal care regulations, labor laws, and drug use / inventory reporting.

DARDEN RESTAURANTS / RED LOBSTER, Jensen Beach, FL

General Manager | Oct 1999 - Sep 2013

- Direct and coordinate activities concerned with the scheduling, pricing, and sales of services.
- Financial reporting that included reconciliations, capital expenditures, local contracts, cash discrepancies, credit charges, accounts payable, and accounts receivable.
- Monitor compliance with health and fire regulations and building maintenance.
- Monitor food preparation methods, portion sizes, and garnishing and presentation of food to ensure that food is prepared and presented in an acceptable manner.
- Review work procedures and operational problems to determine ways to improve service, performance, or safety.
- Monitor budgets and payroll records, and review financial transactions to ensure that expenditures are authorized and budgeted.
- Forecast for staff scheduling and inventory ordering.
- Assess staffing needs, organize and direct worker training programs, resolve personnel problems, hire new staff, and evaluate employee performance.
- Product testing for corporate wide roll-outs.
- Compliance with State and Federal regulations.
- Determine need and develop a strategy to meet the succession planning needs of the company.

CREDENTIALS AND LICENSES

- Series 6
- Series 63
- 0215 - LIFE INCL VAR ANNUITY & HEALTH

REFERENCES

References available upon request

[redacted]

Memo

To: City of Fort Pierce – Office of the City Clerk

From: James "Jamey" Capers

Date: April 19, 2019

Re: FP Infrastructure Surtax Citizen Oversight Committee

Please find attached my application and resume. Thank you in advance for considering me to be appointed to the FP Infrastructure Surtax Citizen Oversight Committee.

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: Infrastructure Sur Tax Citizens Oversight

Name: Robert F. Englmeier	Phone: 772-528-6255
Home Address: 3605 Chestnut Oak Drive City/Zip Code: FT Pierce, FL, 34981	How long at this address? 27 Yrs
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Retired	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): BS Mechanical Engineering MBA	
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: NA — Applicant Email Address: bobengl@comcast.net	
Date: 4/18/2019 Applicant's Signature R J Englmeier	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

RECEIVED
MAR 26 2019

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Infrastructure Sales Tax Citizen Oversight Committee

Name: Charles C. Hayling	Phone: 772-924-9208
Home Address: 1116 Orange Ave City/Zip Code: Ft. Pierce FL 34950	How long at this address? 6 months
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: 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: George + Assoc, Ft. Pierce FL 1305 S. Indian River Dr.	
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: Legal Describe your education, background, training and knowledge – (feel free to attach a resume): Juris Doctorate	
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: Possession of Controlled Sub.	
Referred by: Staff	Applicant Email Address: Rattlerbck741@gmail.com
Date: 3/26/19	Applicant's Signature Charles C. Hayling

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Infrastructure Surtax Citizen Oversight Committee

Name: John Heaning	Phone: 772 834-4677
Home Address: City/Zip Code: 4351 Winding Place Fort Pierce 34981	How long at this address? 14 Years

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: Real Estate 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:
HeaningGroup (Realtor)

Broker Joanne McCurdy McCurdy & Company Realty 171 Melody Lane Ft 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?

Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No
If yes, state the business and location:

Stated above

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, 26 Years US Navy Engineering, Home Inspector 18 Years in Fort Pierce
Designed, established & oversaw the operation of a complete bus system in Millington, TN

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: Joanne McCurdy Applicant Email Address: HeaningGroup@gmail.com

Date: 21 April 2019 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

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: FP Infrastructure Surtax Citizen Oversight Com.

Name: Doris McGee	Phone: 7724669903
Home Address: City/Zip Code: 1570 Island Cove Rd, FP, FL 34949	How long at this address? 6 yrs
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Retired	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☑ Yes ☐ No Real Estate Brokering: ☐ Yes ☑ No Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): BA., business, 5+ years Project Manager, Utility	
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: demcgee@comcast.net
Date: 4/17/2019	Applicant's Signature Doris McGee

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

RECEIVED
APR 29 2019
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: SURTAX REVIEW / HISTORIC PRESERVATION

Name: ANTHONY WESTBURY	Phone: 772-708-5348
Home Address: 701 BEACH COURT City/Zip Code: FORT PIERCE FL 34950	How long at this address? 20 years
Are you a citizen of the United States? ☐ Yes ☒ No	
Occupation: Retired journalist	
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? (Formerly 23 years at The Tribune, Edwards Road)	
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): Journalist in St. Lucie Co. 28 years City Planner in England 7 years in 1970's – historic buildings experience	
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: Mayor Hudson	Applicant Email Address: ajwestbury701@yahoo.com
Date: 4/28/19	Applicant's Signature Anthony Westbury

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

City Commission Regular Meeting **13.c.**

Meeting Date: 06/03/2019

Re: Stormwater Utility Fee Increase

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Resolution 19-R22 Increasing Stormwater Management Utility Fee

SUMMARY:

The City of Fort Pierce established a Stormwater Management Utility in September 1998. A fee is levied each year to all property owners to fund a Stormwater Utility to ensure an acceptable level of maintenance, rehabilitation and replacement of those elements of the City's storm and surface water management system. The existing fee since 2005 has been set at $54.00 per equivalent residential unit (ERU). To maintain the existing system and to continue to provide enhanced water quality treatment and flood protection, it has become necessary to request an increase to the fee by $15.00. The proposed fee of $69.00 / ERU per year will provide an increase to the annual budget by approximately $775,000.

RECOMMENDATION:

Engineering recommends approval of the request to increase the SMU to $69.00/ERU.

ALTERNATIVES:

Remain status quo with the same rate or propose an alternate amount.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Public Works

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

Proposed increase to SMU fees will generate an addition $775,000 annually.

Attachments

Approved Resolution

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2019 11:34 AM
Form Started By: John Andrews		Started On: 05/22/2019 02:25 PM

Final Approval Date: 05/24/2019

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

Received
MAY 24 2019
City of Fort Pierce
City Manager's Office

TO: VENETIA BARNES, STORMWATER ENGINEER

FROM: Peter Sweeney, City Attorney

RE: Stormwater Utility Fee Increase – Update to Resolution No. 05-32

CAO RLS File: No. 19-132

DATE: May 23, 2019

RECEIVED
MAY 28 2019
CITY OF FORT PIERCE
ENGINEERING DEPARTMENT

I have reviewed the Request for Legal Services related to the Resolution for Stormwater Utility Fee Increase (Update to Resolution 05-32). It is approved as to Form and Correctness and I have signed in the appropriate signature spaces.

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

Thank you.

PS/mm

cc: Nicholas C. Mimms, P.E., City Manage
John R. Andrews, P.E., City Engineer
Linda Cox, City Clerk

OK NCM 5/23/19

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

CITY ATTORNEY USE ONLY	
Date Received:	
Assigned To:	
File:	19-132
Due Date:	
Hours:	

Received
MAY 14 2019
City of Fort Pierce
City Manager's Office

RECEIVED
MAY 14 2019
City Attorney

REQUEST FOR LEGAL SERVICES

TO: PETER J. SWEENEY, CITY ATTORNEY

SUBMITTED BY: VENETIA BARNES, STORMWATER ENGINEER

THROUGH: JOHN R. ANDREWS, P.E., CITY ENGINEER

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

RE: STORMWATER UTILITY FEE INCREASE – UPDATE TO RESOLUTION NO. 05-32

DATE: MAY 14, 2019

Service Required: (please circle or underline)

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

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

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

1. **Brief statement of the nature of the request or problem:** Review for form and correctness of the update to Resolution No. 05-32.

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

3. **Time considerations and their significance:** At the City Commission's May 13, 2019 conference agenda, the SMU fee increase was agreed upon to move forward. The resolution necessitates two readings prior to adoption. The Saint Lucie County Property Tax Appraiser's filing deadline is July 8, 2019.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** No.

5. **Factual background:** The SMU fees were increased in September 2005 as per Resolution No. 05-32.

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):** Please find the attached related information:

    - Proposed Resolution
    - Resolution No. 05-32

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:** Rob Schwerer, City Attorney

8. **If this is a request for review of a contract, provide the following:**

    a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)

    b. **Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.)

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**
			Approved as to Form & Correctness City Attorney - Peter J. Sweeney Signed: _____ Date: 5-22-19

RESOLUTION NO. 19-R_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PROVIDING NOTICE OF INTENT TO CONSIDER AN INCREASE IN THE **STORMWATER UTILITY FEE** TO SIXTY-NINE DOLLARS AND NO/100 ($69.00) PER ERU PER YEAR AND FURTHER PROVIDING SUCH INCREASE TO BE ADOPTED IN THE MANNER REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida, has established a Stormwater Management Utility within the City of Fort Pierce; and

WHEREAS, a Stormwater Management Utility Fee is levied each year and collected pursuant to the uniform method for the levy, collection, and enforcement of non-ad valorem assessments; and

WHEREAS, upon information provided by, and recommendation of, City Staff it appears that such Stormwater Management Utility Fee needs to be increased for the coming year to SIXTY-NINE DOLLARS and NO/100 ($69.00) per ERU per year; and

WHEREAS, the City of Fort Pierce proposes to increase the Stormwater Management Utility Fee to SIXTY-NINE DOLLARS and NO/100 ($69.00) with such fee to be further considered and adopted hereafter at a public hearing in the manner provided for by law with the general public and individual property owners to be given legal notice of such proposed increase; and

WHEREAS, the City of Fort Pierce has adopted a budgeted amount for the Stormwater Management Utility Fee, and by this Resolution hereby notifies the St. Lucie County Tax Collector of its intent to increase that fee to SIXTY-NINE DOLLARS and NO/100 ($69.00).

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fort Pierce, Florida, as follows:

SECTION 1. The St. Lucie County Tax Collector is hereby given notice of intent to provide hereafter that the Stormwater Management Utility Fee be established at SIXTY-NINE and NO/100 ($69.00) per Equivalent Residential Unit (ERU) that shall apply starting in the 2019-2020 fiscal year period commencing October 1, 2019;

SECTION 2. The Director of the Stormwater Management Utility for the City of Fort Pierce, Florida, or such Director's authorized designee, shall notify the St. Lucie County Tax Collector of the Stormwater Management Utility Fee herein approved and proposed for final adoption, as stated to be collected pursuant to the uniform method for the levy, collection, and enforcement of non-ad valorem assessments.

SECTION 3. The Stormwater Management Utility Fee herein provided for shall not become effective unless or until adopted hereinafter at a public hearing in the manner provided for by law with due public notice.

SECTION 4. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____day of _____2019.

_____
LINDA HUDSON, MAYOR

Attest:

APPROVED AS TO FORM AND CORRECTNESS

_____
LINDA COX, CITY CLERK

By:_____
PETER J. SWEENEY, CITY ATTORNEY

(CITY SEAL)

RESOLUTION NO. 05-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, PROVIDING NOTICE OF INTENT TO CONSIDER INCREASE IN STORMWATER UTILITY FEE TO FIFTY-FOUR DOLLARS and NO/100 ($54.00) PER ERU PER YEAR AND FURTHER PROVIDING SUCH INCREASE TO BE ADOPTED IN THE MANNER REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida, has established a Stormwater Management Utility within the City of Fort Pierce; and

WHEREAS, a Stormwater Management Utility Fee is levied each year and collected pursuant to the uniform method for the levy, collection, and enforcement of non-Ad Valorem assessments; and

WHEREAS, upon information provided by, and recommendation of, City Staff it appears that such Stormwater Management Utility Fee needs to be increased for the coming year to FIFTY-FOUR DOLLARS and NO/100 ($54.00) per ERU per year; and

WHEREAS, the City of Fort Pierce proposes to increase the Stormwater Management Utility Fee to FIFTY-FOUR DOLLARS and NO/100 ($54.00) with such fee to be further considered and adopted hereafter at a public hearing in the manner provided for by law with the general public and individual property owners to be given legal notice of such proposed increase; and

WHEREAS, the City of Fort Pierce has adopted a budgeted amount for the Stormwater Management Utility Fee, and by this Resolution hereby notifies the St. Lucie County Tax Collector of its intent to increase that Fee to FIFTY-FOUR DOLLARS and NO/100 ($54.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, as follows:

SECTION 1. The St. Lucie County Tax Collector is hereby given notice of intent to provide hereafter that the Stormwater Management Utility Fee shall be established at FIFTY-FOUR DOLLARS and NO/100 ($54.00) per equivalent residential unit (ERU) that shall apply starting in the 2005 - 2006 Fiscal Year commencing October 1, 2005;

SECTION 2. The Director of the Stormwater Management Utility for the City of Fort Pierce, or such Director's authorized designee, shall notify the St. Lucie County Tax Collector of the Storm Water Management Utility Fees herein approved and proposed for final adoption, as stated to be collected pursuant to the uniform method for the levy, collection and enforcement of non-Ad Valorem assessments.

SECTION 3. The Stormwater Management Utility Fee herein provided for shall not become effective unless or until adopted hereinafter at a public hearing in the manner provided for by law with due public notice.

SECTION 4. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 18th day of July, 2005.

MAYOR COMMISSIONER

ATTEST:

CITY CLERK

(CITY SEAL)

City Commission Regular Meeting **15.a.**

Meeting Date: 06/03/2019

Re: City Manager's Report and Purchase Order Report

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

City Manager's Report and Purchase Order Report

Attachments

June 1, 2019 Purchase Order Report 10K-50K Approved by CM

City Managers Report June 2019

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/29/2019 03:32 PM
City Manager	Nick Mimms	05/29/2019 03:32 PM

Form Started By: Jennifer Robinson Started On: 05/08/2019 04:17 PM

Final Approval Date: 05/29/2019

Purchase Order Approvals between $10,000 and $50,000 by the City Manager from May 1, 2019 to May 31, 2019

Purchase Orders

Approval of proposal from Avcon, Inc. for consulting services related to the licensing application for the establishment of a sea lane and seaplane base in the amount of $23,890.00.

Approval of a $20,000.00 contribution from the City of Fort Pierce to Fort Pierce Main Street to be applied towards the cost of the expenses for Stars Over St. Lucie, a 4th of July celebration with fireworks.

Approval for an additional $5,000.00 with East Coast Recycling, Fort Pierce, FL. The additional funding is needed to cover an outstanding invoice as well as future purchases of recycled mulch utilized throughout the City for remainder of the fiscal year.

Approve playground equipment purchase for Dreamland Park to be installed and furnished by Game Time, Longwood FL, for an amount not to exeed $15,207.04.

Approval to purchase a pre-owned 2015 Ford Explorer Sport Utility Vehicle for our Gang/Crime Suppression K9 Unit from Bartow Ford in the amount not to exceed $21,994.00.

JUNE 2019

FORT INSIDER





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21 UPCOMING EVENTS

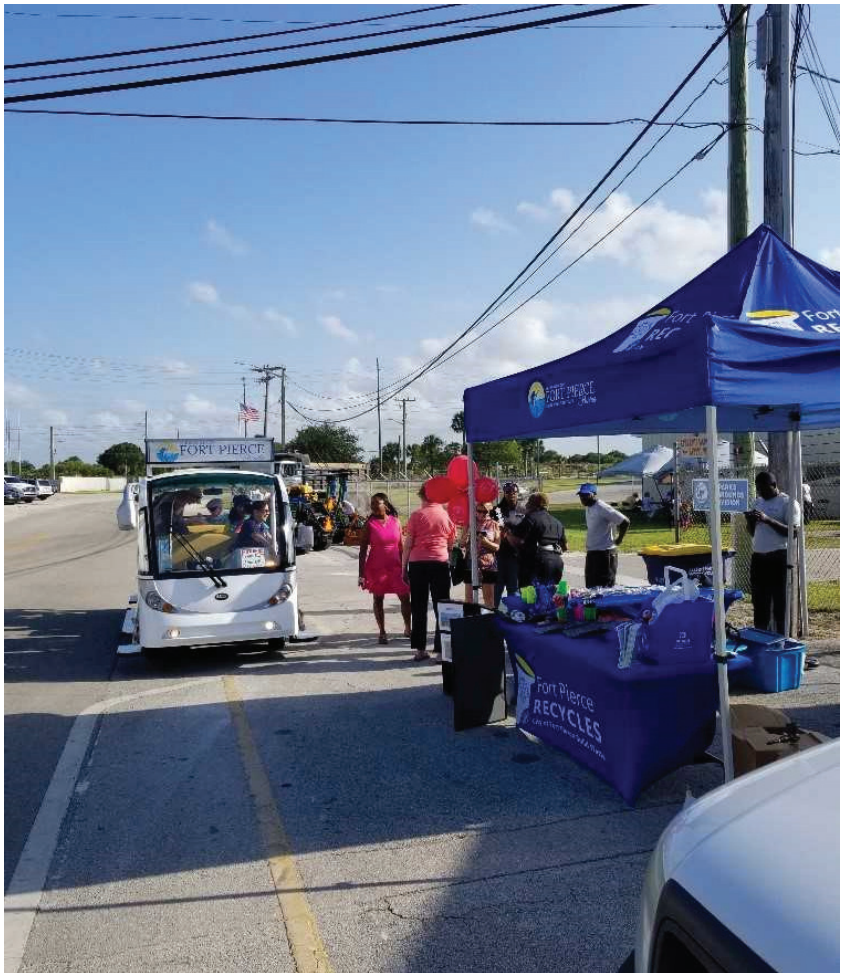


MEETING PUBLIC WORKS

BY MIKE REALS
DIRECTOR OF PUBLIC WORKS

On Thursday May 23rd the Public Works Department held an Open House at the compound located at 52 Savannah Rd. Guests had an opportunity to meet our Team, enjoy some food, and tour the compound.

The open house was more than just an opportunity for the public to view the compound and facilities, the Management Team felt that there needed to be a community outreach component to the event. The Solid Waste Division hosted an educational class on the proper methods of recycling and challenged the attendee's knowledge with a game centered around what can and cannot be recycled. The Parks & Grounds Division conducted two classes, one on irrigation maintenance and another on proper pruning techniques. An unplanned success for the evening came at the request of some visitors, they asked for a Tram





The open house was more than just an opportunity for the public to view the compound and facilities

”



tour of the compound. Riders were shown where all of the Divisions are located, a bit of Public Works history, the fuel depot where they also learned how many different agencies receive their fuel from the compound such as Community Transit, FPUA, Humane Society and the Housing Authority and the tour concluded with a stop at the beautiful Indian Hills Recreation Area.

The Public Works Department received a lot of positive comments on the evening as well as recommendations for the future. The next open house is already in the planning stages and will be even better than the first.

On Friday May 24th Movies in the Fort were held at the Recreation and Resource Center with a showing of Spider Man! Attendance was fantastic with children and families enjoying the carnival like atmosphere before the main feature.
Ms. Cassandra Jackson, the Facilities Program Specialist for the Center, did a fantastic job planning the evening. Two hours prior to the movie, guests were treated to hot dogs, drinks, cotton candy, popcorn, and snow cones. A bounce house, portable free throw basketball, and soccer activities entertained the children up until the show. For parents that were interested, registrations were available for the upcoming football and cheer seasons.

The facility was open for anyone who wished to take a look or obtain information on the many wonderful programs. Many of those present were participants of the activites offered. Several Fort Pierce Police Officers including the Chief and Deputy Chief stopped by to interact with kids and partake in the fun. Just as the movie was about to begin Spider Man made an appearance much to the delight of the kids. Everyone that attended had a wonderful time and staff is looking forward to the next Movies in the Fort to be hosted by the Public Works Department.







Both events allowed guests to see a different side of the Public Works Department and a chance to get to know the people behind the scenes. The work they all do is so important to the success of the City of Fort Pierce, and it was nice to see the public offer appreciation for their efforts. Several City Departments had representatives attend both nights and their presence was appreciated as well.

HONORING OUR HEROES



BY AUDRIA WELLS,
PUBLIC AFFAIRS MANAGER

Remembering fallen police officers and sheriff's deputies who made the ultimate sacrifice for our community at the 2019 St. Lucie County Law Enforcement Memorial Service held at St. Bernadette Catholic Church in Port St. Lucie and the 2019 Law Enforcement Appreciation Day held at St. Paul AME Church in Fort Piece.

"Blessed are the peacemakers, for they shall be called the sons of God" - Matthew 5:9





TORCH RUN

2019 St. Lucie County Law Enforcement Torch Run to raise awareness for Special Olympics Florida. Other than the sweltering temperatures, the weather was beautiful. But at the end of the day, seeing the excitement in the faces of all the Special Olympics athletes makes it all worthwhile regardless of the weather.

Many thanks to Port St. Lucie Police Department, St. Lucie County Sheriff's Office, Publix Super Market at Sabal Palm Plaza, Publix Super Market at St. Andrews, and St. Lucie County Fire District for your continued support of this annual event.





WE GOT YOU!

Three Fort Pierce Police Officers went out of their way to help a pair of siblings whose bicycles were stolen from their home a week ago. Juvenile Detective Nicholas McWilliams, Officer John Fasanello and Officer Damian Spotts surprised Dominic and Mariella with brand new bikes.





In the first of many to come, the FPPD BALLERS won bragging rights and a trophy in the inaugural Who Hot Game? Tournament against the Friday Night Hoopers, who are young men between the ages of 12 to 18 that play basketball at the Sunrise City Recreation Center, located at 903 S. 21st Street. This head to head matchup has been a longtime coming. The Hoopers played two teams and they played well, but they were no match for the Ballers, led by MVP Akeem Johnson, Police Department Accreditation Manager. The final score was 100-92. The two teams will meet again on May 17, 2019, same time and same place. The Hoopers expect to take the trophy, but we'll have to see about that.

On Friday, May 17, 2019, the FPPD Ballers went up against the Friday Night Hoopers at the Recreation Center, located at 902 S. 21st Street. The question at the beginning of the game was who would take home the trophy?After double overtime the final score Hoopers 74-FP Ballers 70. Both teams played with great spirit, but the younger spirit was more dominant.



Lincoln Park Pop-Up

The City of Fort Pierce held the Lincoln Park Pop-Up Community Meeting on Tuesday, April 30 on the lawn next to the Lincoln Theater. The open house style meeting, saw over 50 citizens and community stakeholders provide input on beautification, economic development, community policing, and open grant opportunities. The Fort Pierce Police Department provided information on Unity in the Community, Front Porch Roll Call and First Step activities, while Fort Pierce Utilities Authority shared ideas for a Smart Neighborhood in Lincoln Park. Other community partners included Lincoln Park Main Street, and Lincoln Park Career Pathways Initiative. City staff from City Manager's Office, Code Enforcement, Grants Administration, Human Resources, IT, Planning, Public Works, Purchasing and Risk, were all on hand to volunteer and engage with Lincoln Park residents.



Overall, the meeting was exciting and people were happy to provide input on the future of Lincoln Park! Feedback included color schemes for buildings, desirable businesses for the district, inspirational and historical murals, rehabilitation projects, training opportunities and more! For citizens that were not able to attend the meeting, an online survey is available The survey is available at ***https://www.surveymonkey.com/r/LincolnParkFP***



Site Development Updates

The Publix at Taylor Creek Commons is currently under construction for a re-build of the store to encompass 46,000 square feet. The store is anticipated open sometime in December of 2019.

DAIRY QUEEN

Dairy Queen is advancing quickly through the development process,. The building has commenced vertical construction and the building could be open for business within a few months.

STARBUCKS

The land has been cleared and structures have been demolished at the Starbucks site. It is only a matter of time before vertical construction commences. Stay tuned for more development updates on this site in future reports.



Surfside Park Residential Drainage Improvements

Contractor has completed valley gutter construction on the northern side of the project; Bayshore Drive and Sunset Isle. The Contractor is currently working on the installation of driveway aprons and right of way grading. C.W. Roberts Contracting is anticipated to complete that work within the next two weeks and start on the roadway paving for the north side of the project.







Crabby's Dockside

Following demolition, the permit will be issued and construction will commence for Crabby's Dockside. According to the submitted construction plans, Crabby's Dockside is proposed to be an 8,500 square foot, two-story restaurant overlooking the Indian River Lagoon. The tentative completion and opening date for Crabby's Dockside is March, 2020.



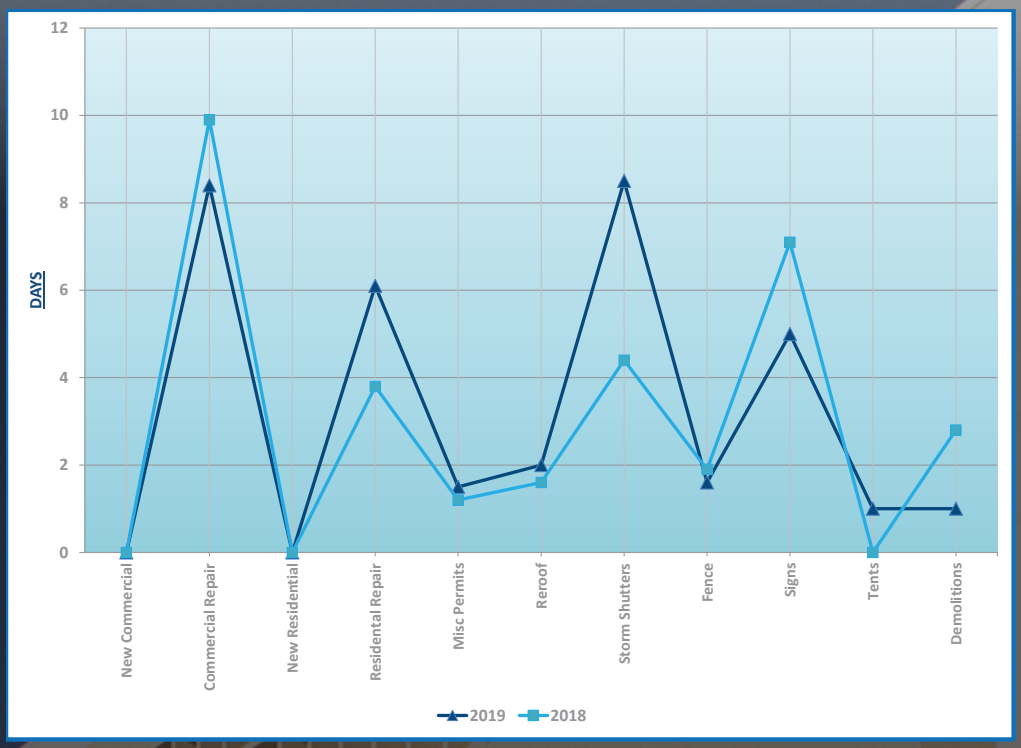
Portofino Landings

All seven of the newly constructed apartment buildings have been constructed. The top apartment building recently obtained approval for their final inspections and is awaiting the issuance of a Certificate of Occupancy. The Sales Center is in the early stages of construction. Interior mechanical, electrical and plumbing systems are currently being installed and inspected.

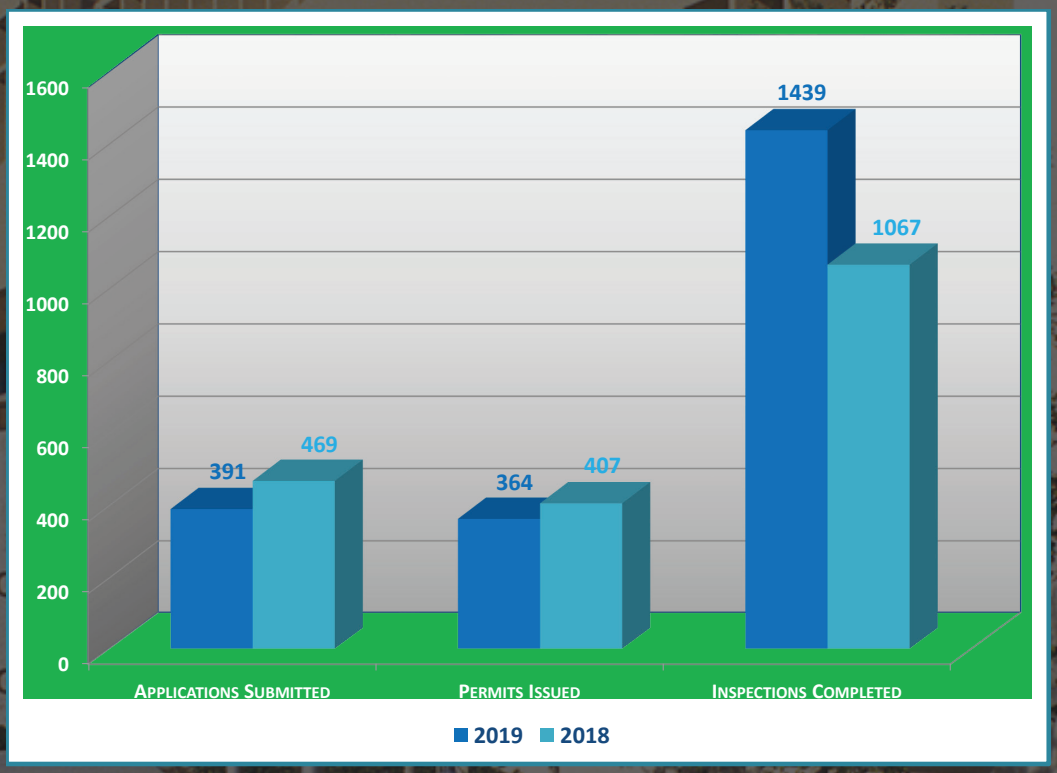
BUILDING CHARTS FOR APRIL 2019

PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



BUILDING PERMIT ACTIVITY REPORT





CITY OF FORT PIERCE

2019-2020

CALENDAR & 2018 ANNUAL REPORT

CALENDARS ARE HERE!

Pick up yours today at City Hall.



RIVER WALK CENTER SALES REPORT APRIL 2019

CLASSES	$ 1,804.76
PARK PERMITS	$ 6,087.68
SPECIAL EVENTS	$ 1,475.00
FACILITY	$ 7,596.90
TOTAL	**$ 16,964.34**



DANIEL VISCONTI, IHGC MANAGER

With off season now upon us, we will begin our course and facility maintenance projects. We performed our first fairway aeration a few weeks ago and those have bounced back beautifully! We will be conducting at least one additional aeration in the next week or two to improve fairway turf. The greens will be addressed twice this summer with the first one being done on June 3 and 4. We will have 9 holes open ONLY each day and players will be able to play the same nine twice if they elect to play 18 holes. Our second greens aeration will be conducted in either late July or early August depending on weather. We will again begin to work on the bunkers that are in play first to attain more consistent playing conditions.

From a facility maintenance standpoint, we will be painting the outside deck of the Lunch Box, the shelters and range building and range bathrooms. We will also be detailing the cart fleet and repainting the bag stands at the practice range. We have also installed new ceiling fans on the porch, repaired the fountain in the lake on hole #18 and installed new flooring in the Golf Shop bathrooms. All of these projects will be completed "in house" by our staff to significantly reduce expenses. We Thank You all for your support!! We will welcome any suggestions you may offer in an attempt to improve our operation. We ask your cooperation in spreading the word within the community through both social media and word of mouth, our greatest form of advertising.

Please check us out on Facebook for almost daily updates on the facility including Demo Days, Merchandise and Tournaments.

INDIAN HILLS SALES REPORT

	3/2019	4/2019
GOLF ROUNDS	3307	2121
GOLF FEES	$81,433.04	$36,060.70
RANGE TOKENS	$3,915.64	$1,381.34
MEMBERSHIP PASS	$594.10	$1,005.00
FOOD & BEVERAGES	$7,770.29	$5,048.73
MERCHANDISE	$11,567.24	$4,223.09
TOTAL	$105,280.31	$47,718.86



CITY MARINA FINANCIAL REPORT

	FEBRUARY	MARCH	APRIL
Dockage Reservations	165	202	160
Monthly Dockage	$134,794.41	$137,579.39	$150,855.55
Transient Dockage	$49,708.35	$73,039.27	$61,036.60
Electricity	$4,711.90	$6,287.02	$5,508.27
Retail	$21,795.70	$32,112.35	$21,804.87
Gas Sales	$24,054.40	$37,800.53	$48,625.72
Diesel Sales	$64,864.30	$104,562.84	$114,701.25
TOTALS	$299,929.06	$391,381.40	$402,532.26

SHARON ENGLE, Interim Executive Director

For nearly 97 years, Sunrise Theatre has been a gem of the Treasure Coast. Now owned and operated by the City of Fort Pierce, Sunrise truly is a community theatre — one that relies on the support of its members to continue to bring in unique, star-studded shows that are unlike anything else you'll find locally. While the 2018-2019 season is winding down, you can support next season preparations which are already well under way — by becoming a member of Sunrise Theatre or renewing your membership for another season. Here's what it means to be a member, and why your support matters so much.
Why members matter members help ensure Sunrise can continue bringing in crowds for national touring shows, comedy acts, country stars, ballets and more. In turn, these shows help boost the local economy, so supporting Sunrise supports the entire community. Last year, over 51% of Sunrise's ticket sales came from counties north and south of Fort Pierce.

Supporting the arts helps this historic venue continue to benefit the economy and quality of life in St. Lucie County. The Sunrise Theatre has an overall economic impact of $32 million annually, creating a solid foundation to ensure a positive, healthy downtown Fort Pierce. The theatre, with the help of more than 600 members and over 200 volunteers, serves more than 85,000 patrons and guests annually through its cultural programs. As a public non-profit organization, Sunrise Theatre counts on the generosity of members, donors and sponsors. Your support ensures you can keep seeing your favorite shows close to home, and your tax-deductible contribution also helps support the Sunrise Theatre's educational programs, which open the world of the arts to thousands of the community's school children each year. Studies show that watching live theatre can help boost students' empathy, tolerance and compassion.

A Sunrise membership is the perfect gift for someone who "has everything." We often feel more emotionally connected to experiences than to things, so this gift truly does keep giving. Memberships offer advanced notice of shows and the opportunity to purchase tickets before the general public, so you never miss out. Membership perks and benefits. This season, individual memberships start at $75 and family memberships are only $125. Memberships offer advanced notice of shows and the opportunity to purchase tickets before the general public, so you never miss out.

Here are the details:
Individual membership, $75

· Advance notice of shows

· Purchase 2 tickets in advance per show

· Member priority purchase date

(3 days ahead

· Recognition in season playbill

· Membership cards

· Annual member's reception

· No reprint fee

· Annual subscription to Indian River Magazine

Family membership, $125

· Advance notice of shows

· Purchase 4 tickets in advance per show

· Member priority purchase date 3 days ahead

· Recognition in season playbill

· Membership cards

· Annual member's reception

· No reprint fee

· Annual subscription to Indian River Magazine

Want to get more involved?

Sunrise offers several different membership options. By becoming a "Friend" of Sunrise Theatre, you get even earlier notice for ticket purchases and "meet and greet" opportunities with the stars before or after select shows. Other benefits at the higher levels include free and discounted tickets and much more.

Friend, $250+

· Benefits from family membership level

· Purchase unlimited tickets in advance – per show

· Member priority purchase date 6 days ahead

· Free ticket exchange privileges (3 days prior)

· Members-only coupons

· 2 free tickets to select shows (online sales excluded – 2 per show)

· Get 4 meet & greet opportunities

· If you've ever wanted to be on stage at Sunrise Theatre, you'll have that chance as a member. The theatre will be hosting a membership kickoff reception on stage (details coming soon). While it's not quite the same as seeing your name up in lights (although that is an option for "Executive Producer" members), it's fun to be on stage where the magic happens.

Sunrise is finalizing the lineup for the 2019-2020 season, which will be announced soon. (A couple of shows have already been announced.) But know this: It's going to be impressive! Ready to sign up for a membership? You can buy online or contact the box office and learn about the full table of benefits for each level. Want more information? Call the Sunrise box office at 772-461-4775.



SUNRISE THEATRE FINANCIAL REPORT

Date	Show	Ticket Sales	Concessions	Other	Total Revenue
4/3/2019	Irish Dance Reborn	$15,871.80	$972.00	$996.00	$17,839.80
4/13/2019	Pink Floyd	$14,719.00	$2,324.00	$7,500.00	$24,543.00
4/20/2019	Boz Scaggs	$78,669.00	$3,780.00	$295.37	$82,744.37
4/28/2019	One Night with Queen	$50,973.00	$6,881.82		$57,854.82
	RENTALS				
4/6/2019	John Carroll High / Prom BB	N/A		$1,535.00	$1,535.00
4/8/2019	The Passion Play	$8,228.00	$395.00	$2,200.00	$10,823.00
4/14/2019	Los Temerarios	$42,219.00	$4,970.00	$4,738.85	$51,927.85
4/20/2019	Ed Calle' - BB	$1,499.00	$455.00	$200.00	$2,154.00
4/1 ~30/19	Jazz Jam - BB	$1,655.00	$1,155.00		$2,810.00
4/1 ~30/19	Comedy Corner - BB	$4,630.00	$1,771.00		$6,401.00
TOTALS		$218,463.80	$22,703.82	$17,465.22	$258,632.84





WELCOMING NEW BUSINESSES!

1 CALL PRO LAWNS, LLC
ADVANTAGE INFINITY HEALTH, LLC
ARROWHEAD MEDICAL, LLC
B & A LAWN MAINTENANCE, LLC
BRONFIELD TILE SERVICES
CALDERON, MODESTO
DREW CARTER CONSTRUCTION LLC
ENKO'S FINANCIAL LLC
ENVISION LIFE MEDICAL, LLC
EP6 GROUP, INC.
ETHOS MEDICAL, LLC
FAM AUTO TRUCK & TIRE SERVICE
FIRST CLASS CAM, INC
GARCIA PLAZA BAKERY 2, INC
GEMINI HEALTH & WELLNESS LLC
HANCOCK, MORGAN
HEALTHSTAR LLC
HUCK'S CATERING
IFG INSURANCE SERVICES, LLC
INDIAN RIVER SCHOOL OF REAL ES
JENNIFER'S CLEANING SERVICE
K & G LAWN SERVICE, LLC
LAINE, RUSSELL
LUXURY KLEANING
MEDICAL IMPRESSIONS LLC
MONSON, ANTONIO P., M.D.
NIEPIELKKO, MINDY L. P.A.
NORTH POINT MEDICAL LLC
NUNU'S SWEET SOUL FOOD LLC
PLASCENCIA, KAIJI LEENA SANDRA
REVIVAL APPLIANCES
ROMAN'S WHOLESALE GROCERY & KI
ROYAL HEALTH & WELLNESS, LLC
SANCHEZ SPOTLESS CLEANING SERV
SCOTT, TIA
SOUTHERN COMFORT HEALTH, LLC
SPECTRA HEALTH & WELLNESS LLC
STYLES BY DAPHNEY
UTOPIAN HEALTH LLC
WOODLAND MEDICAL, LLC
XAVIER'S LAWN MAINTENANCE
ZEQUIERA, ROBERTO JR. & ZEQUEI





UPCOMING COMMUNITY EVENTS

EVENT	DATE	TIME	LOCATION
FORT PIERCE FARMER'S MARKET	EVERY SATURDAY	8:00 AM - 1:00 PM	MARINA SQUARE
GREEN MARKET	EVERY WEDNESDAY	12:00 PM - 6:30 PM	MARINA SQUARE
AVENUE D MARKET	EVERY FRIDAY AND SATURDAY	8:00 AM - 10:30 PM	AVENUE D PLAZA
FRIDAY FEST	6/7	5:30 PM - 9:00 PM	MARINA SQUARE
RESTORING THE VILLAGE	6/8	7:00 AM - 2:00 PM	AVENUE Q & MARTIN LUTHER KING JR. BLVD
TREASURE COAST TRIATHLON	6/23	7:00 AM - 11:00 AM	JAYCEE PARK



Mission Statement

To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work.

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