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

Meeting Date: 06/17/2019

Re:

SUBJECT:

Approval of the Minutes from the May 20, 2019 and June 3, 2019 regular meetings.

Attachments

05.20.2019 Minutes

06.03.2019 Minutes

Form Review

Form Started By: Linda Cox Started On: 06/12/2019 09:35 AM

Final Approval Date: 06/12/2019

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, **JUNE 03, 2019**

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 6:30 PM

2. OPENING PRAYER - Pastor Pinkie W. Hendley, New Life Christian Fellowship Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

6. **PROCLAMATIONS**

Mayor Hudson issued the proclamation:

a. Public Works Week Proclamation

7. **LETTERS TO COMMISSION**

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

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.

Rick Reed - Regarding Item 10c.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve Agenda

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

Passed

10. MISCELLANEOUS REPORTS

a. Legislative Update by State Representative Delores D. Hogan Johnson

Representative Delores Hogan Johnson provided an update on her first legislative session. She thanked the Commission for their support and encouraged them to continue to let her know their areas of concern. She looks forward to doing great things in the next legislative session.

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.

Bradley Ericson and Chad Jacobs described their proposal for a "scooter share program" within the City of Fort Pierce. They described the different options available and how the program operates in other communities. After discussion, the Commission asked the City Manager to proceed with a pilot program.

c. Parks Advisory Committee Request for Open Call for Submissions

Mike Reals, Public Works Director and Charlene Adair representing the Parks Advisory Committee, discussed the process established for naming of City parks. To be consistent with the established policy, the Commission recommended that we proceed with an open call for nominations with a deadline within 30 days or less. All nominations should be reviewed and vetted by the Parks Committee and then qualified submissions be forwarded to the Commission at the July Conference Agenda for discussion. The naming will be done by Resolution of the City Commission along with designating the right of way as a city park.

Commissioner Sessions also asked that the city consider renaming Pioneer Park. A separate call for nominations will be done with review at the August Conference agenda.

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.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve items 11 a, 11 b, 11 c, 11 d, 11 e, 11 f, 11 g, and 11 h

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

Passed

12. PUBLIC HEARINGS

Rebeca Guerra, Interim Planning Director for the City of Fort Pierce made a presentation regarding the voluntary annexation of 11 properties to the City of Fort Pierce (12a – 12k). Voluntary Annexations require that the properties are contiguous, reasonably compact, and the petition bears the signature of all property owners. The Planning Department sent notices to St. Lucie County and all current property owners. The Planning Board reviewed and recommended sending the Voluntary Annexations to the City Commission. All conditions required for Voluntary Annexation have been met.

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

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

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. FIRST READING

Mayor Hudson opened the Public Hearing.

Rick Reed spoke about annexing outside of the northwest part of the city.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Ordinance 19-026.

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

Passed

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

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

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. FIRST READING.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve Ordinance 19-027.

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

Passed

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

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

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. FIRST READING

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Ordinance 19-017.

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

Passed

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

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

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. FIRST READING.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve Ordinance 19-018.

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

Passed

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

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

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. FIRST READING.

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve Ordinance 19-019.

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

Passed

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

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

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. FIRST READING

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

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve Ordinance 19-020.

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

Passed

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

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

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. FIRST READING.

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Thomas Perona to approve Ordinance 19-021.

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

Passed

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

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

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. FIRST READING.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve Ordinance 19-025.

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

Passed

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

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

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. FIRST READING.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve Ordinance 19-022.

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

Passed

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

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

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. FIRST READING.

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

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Ordinance 19-023.

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

Passed

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

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

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. FIRST READING.

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

Motion was made by Commissioner Rufus Alexander, seconded by Commissioner Jeremiah Johnson to approve Ordinance 19-024

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

Passed

13. CITY COMMISSION

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

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

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.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Rufus Alexander to approve Resolution 19-R21.

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

Passed

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

This item will be brought back to the Commission at the next meeting for a vote.

c. Resolution 19-R22 Increasing Stormwater Management Utility Fee

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

RESOLUTION NO. 19-R22 - 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.

City Manager Nicholas Mimms spoke regarding the Stormwater Utility Fee which is a non ad-valorem assessment and will provide the City of Fort Pierce a mechanism to complete all of the stormwater improvement projects. This proposed $15.00 increase will bring our annual fee more in line with the rest of Florida.

City Engineer Jack Andrews further explained that a $10.00 annual increase would generate approximately $516,000.00 per annum. If the proposed annual increase is $15.00, that would generate approximately $774,000.00. There has not been an increase to this rate in 14 years. This would provide greater flexibility when applying for matching grant monies to complete needed projects.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Thomas Perona to approve Resolution 19-R22.

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

Passed

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.

Mike Jones
Kathy Norton
Betty Bradwell
Rick Reed

15. COMMENTS FROM THE CITY MANAGER

a. City Manager's Report and Purchase Order Report

Mr. Mimms provided a brief update on the agenda items that will be on the June 10 Conference Agenda along with follow up memos provided to the City Commission.

The names and contact information of the Technical Expertise Consultants have been provided to help with the FPRA evaluation of the proposals for the King Plant redevelopment have been forwarded to the Mayor and the Commission. In the individual meetings scheduled this week, they have provided written assessments and reviews of these proposals.

Mr. Mimms encouraged the Mayor and Commissioners to attend the June 26 Resilience Seminar being hosted by St. Lucie County Environmental Resources Division.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander would like emphasis put on a resolution to the animal issues and care within the City of Fort Pierce. Commissioner Alexander also expressed concern about the annexations.

Commissioner Perona would like more information about Plan B is for the Humane Society. Commissioner Perona would like Mr. Jones to present a business plan; Looking for an update on the old Post Office; Minutes.

Commissioner Sessions updated about the Crime Prevention Conference. Commissioner Sessions commented that it was very beneficial for youth and adults. He anticipates community youth will come before the Commission to present a summary. Commissioner Sessions also discussed the annexations. We have to pursue the opportunities to go north and west as well as the south and east.

Commissioner Johnsonalso discussed the annexation along with the future census. Commissioner Johnson suggested to explore legislative annexation vs. the voluntary annexation with St. Lucie County. He also mentioned the anniversary of the annexation of over 750 units at Celebration which was west and somewhat north.

Mayor Hudson also discussed the annexations and the gradual inclusion into the City Limits to give time for adjustment for the servicing of these new areas. Mayor Hudson shared that the St. Paul AME Church had a wonderful celebration honoring all law enforcement. Mayor Hudson noted this Thursday evening is the Restoring the Village Scholarship Dinner at the college; A D-Day Ceremony at the Fenn Center honoring the 75th Anniversary will be happening; and, Saturday is the Restoring the Village Annual Clean-Up Initiative.

17. ADJOURNMENT

There being no further business, Mayor Hudson declared the meeting adjourned at 9:24 p.m.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

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

Meeting Date: 06/17/2019

Re: Juneteenth Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Juneteenth Proclamation

Attachments

Juneteenth Proclamation

Form Review

Form Started By: Miriam Garcia Started On: 06/06/2019 08:38 AM

Final Approval Date: 06/06/2019

WHEREAS, America's Independence Day Movement, initiated by the Declaration of Independence and the 4th of July, 1776, did not include enslaved African-Americans as they were not recognized as full human beings. Freedom from slavery was initiated by the enforcement of the Emancipation Proclamation on January 1, 1863, and formally announced by Union General Gordon Granger in Galveston, Texas on the 19th of June, 1865, through the reading of General Order No. 3 to the last group of slaves in bondage, creating America's 2nd Independence Day Celebration, Juneteenth Independence Day, observed on the 19th of June as the oldest African-American holiday; and

WHEREAS, the 19th of June is the freedom forerunner to the 13th Amendment, which implemented freedom for all slaves in the United States, Juneteenth Independence Day completes the cycle of Independence Day Celebrations in America. In 1997, the 105th Congress of the United States passed Senate Joint Resolution 11 and House Joint Resolution 56 officially recognizing Juneteenth Independence Day in America; and

WHEREAS, the Juneteenth celebration commemorates the emancipation of Southern slaves (Blacks) on June 19, 1865, two and a half years after the signing of the Emancipation Proclamation by Abraham Lincoln. The memory of all those who moved from slavery to freedom remains as a lesson for all Americans regardless of their background, race or religion; and

WHEREAS, the Florida legislature issued an apology on March 26, 2008, expressing profound regret for the shameful history of enslaving black people and passing laws that sanctioned involuntary servitude upon generations of African slaves.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim May 20th – July 4th, 2019 as:

"JUNETEENTH SEASON OF FREEDOM"

in the City of Fort Pierce and June 19th as:

"JUNETEENTH INDEPENDENCE DAY"

for all Americans as a time to learn more about our common past and to better understand the experiences that have shaped our Nation.

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 17th day of June 2019.

_____

MAYOR /COMMISSIONER

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

Meeting Date: 06/17/2019

Re: Beach Parking Presentation

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

SUBJECT:

Parking Committee Report and Recommendations

Attachments

Proposed Parking Area
Lease
Assignment

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/10/2019 05:19 PM

Form Started By: Mike Reals
Started On: 06/06/2019 07:45 AM
Final Approval Date: 06/10/2019



01	DESCRIPTION Temporary Parking	PROJECT Parking - A1A @ St. Lucie Ct.	ISSUE June 10, 2019 RE-ISSUE	THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT, (hereinafter "Lease") is entered into this 4th day of August, 2015 by and between **GALLERY 34949, INC.**, a Florida corporation, (hereinafter "Landlord"), whose address is 7542 Platte Road, Beulah, Michigan, 49617, and **RUTH M. CLENDENIN** (hereinafter "Tenant"), whose address is 1607 Seaway Drive, Fort Pierce, Florida 34949.

W I T N E S S E T H:

That in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by both parties, the Landlord does hereby demise and lease to Tenant, and the Tenant does hereby rent from Landlord, commercial real property and improvements thereon (hereinafter **"Premises"**) located in St. Lucie County, Florida, together with fixtures and equipment (hereinafter **"Personalty"**). When referenced together, the Premises and the Personalty shall be collectively referred to as the **"Property"**.

DESCRIPTION OF PROPERTY. The Property is more particularly described and identified as follows:

A. PREMISES: 1100± square feet of commercial retail space located at 301 South Ocean Drive, Fort Pierce, St. Lucie County, Florida, together with the paved parking area and concrete walk lying between the commercial retail space and AlA.

B. PERSONALTY: All fixtures, equipment, appliances, electronics, furniture and other personal property currently located on, or affixed to, the Premises and owned by the Landlord, (together with all replacements), including, but not limited to the items listed in Exhibit "A" attached hereto.

In addition to the lease of the Premises, Landlord further grants to Tenant a revocable license to utilize the adjacent unpaved space lying directly south of the paved parking area (approximately 60' X 30' in size) for overflow parking associated with the Tenants business. Such use by the Tenant, her employees and customers shall not interfere with Landlord's use of such space for ingress and egress to the remainder of the Landlord's real property. If such use shall interfere with Landlord's ingress and egress, or if Landlord shall elect to further develop such space, then Landlord shall have the right to revoke this license, or such portion of this license as is necessary to accommodate Landlord's ingress and egress and/or development.

TERM: The term of this Lease shall be for a period of five (5) years commencing on the 5th day of August, 2015, (hereinafter "Commencement Date"), through and including the 4th day of August, 2020.

EARLY TERMINATION BY LANDLORD: Notwithstanding anything herein to the contrary, it is not the intent of the parties that this Lease shall inhibit the ability of the Landlord to sell the Property. **If** the Landlord shall sell the Property to a non-related third party by transaction negotiated at arm's length, **and** the third party buyer either (a) refuses to assume the Landlord's position under this Lease, or (b) refuses to assume the Landlord's position under this Lease for the full term of the Lease, **then** the Landlord (or the third party buyer after closing) may terminate this Lease by written notice of termination to Tenant, whereupon Tenant shall vacate the Property within the latter of (y) sixty (60) days after closing on the sale of the Property, or (z) sixty (60) days after receipt of the notice of termination. **Provided, however**, that if such termination shall occur within six (6) months of the Commencement Date, then Landlord shall

reimburse Tenant the cost of setting up business, plus one month's rent, and if such termination shall occur more than six (6) months, but less than one (1) year, after the Commencement Date, then Landlord shall reimburse Tenant one-half (½) the cost of setting up business, plus one-half (½) of one month's rent.

RENT: Base Rent for the term of this lease shall be $2,000.00 per month plus sales tax of $130.00 for a total of **$2,130.00** payable in advance, commencing on the 5th day of August, 2015, and on the 5th day of each month thereafter. Payment of rent must be made to the Landlord or Landlord's authorized agent at the following address or at such other place as may be designated by written notice from the Landlord or his authorized agent. To wit:

7542 Platte Road
Beulah, Michigan, 49617

No payment by the Tenant, or receipt by the Landlord, of a lesser amount than the rents stipulated herein shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to its right to recover the balance of the rent or to pursue any other remedy provided for in this Lease or at law. All taxes, charges, costs and expenses which the Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Tenant's failure to pay such amounts, and all damages, costs, and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of nonpayment by the Tenant, the Landlord shall have all of the rights and remedies with respect thereto as the Landlord has for the nonpayment of the rent prescribed herein.

TAXES: Tenant agrees to pay any taxes levied against the Personalty and trade fixtures owned by the Tenant and located upon the Premises. Landlord shall be responsible for all real property taxes and special assessments on the Premises during the term of this Lease.

LATE CHARGES: Tenant shall pay Landlord a late charge equivalent to five percent (5%) of the monthly rental payment for each payment of rent not received by the Landlord, or its agent, within ten (10) days of the day of the month when due. Payment shall be considered received upon actual receipt or, if mailed, the third day after the payment is deposited, postage prepaid and appropriately addressed, into a U.S. Mail receptacle

INSURANCE: The Landlord shall keep the leased premises insured against loss by fire, windstorm or other casualty with coverage in an amount sufficient to cover replacement value of the Premises. These insurance requirements shall not prohibit Tenant from carrying its own insurance for such risks at its own cost and to its own benefit and protection. Tenant shall procure and maintain adequate premises liability, personal injury, property damage, theft, vandalism, and casualty insurance coverage under a policy of general public liability insurance in an amount not less than $1,000,000 for combined single limit or bodily injury and property damage. The policy of insurance shall (i) name the Tenant and the Landlord as co-insureds; (ii) shall include a standard waiver of subrogation clause against the Landlord; (iii) shall require the insurance company to provide Landlord with at least thirty (30) days' written notice before such policy is altered or canceled in any manner; and, (iv) shall be issued by companies, associations or organizations having a current rating of not less than "B+" as rated by A.M. Best Company.

USE OF PREMISES: Tenant's use of the Premises shall be as a retail convenience store. Tenant agrees not to disturb the quiet enjoyment of the occupants of surrounding property and agrees to conduct its business in compliance with Florida law. The Tenant accepts the Premises in its present condition and agrees to keep the Premises in a clean and sanitary condition; to comply with all laws, ordinances, and

obligations imposed by the applicable provisions of building, housing, and health codes; to make no material alterations or additions to the Premises without the prior written consent of Landlord; to commit no waste of the Premises; to remove all garbage and other debris in a clean and sanitary manner and in conformity will all laws and regulations; to keep all plumbing fixtures sanitary; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning, and other facilities and appliances; not to destroy, deface, damage, impair, or remove any part of the Premises, or Personalty therein belonging to the Landlord. Tenant further agrees to direct persons on the Premises with her consent to conduct themselves in a manner that does not unreasonably disturb the quiet enjoyment of the occupants of surrounding property or constitute a breach of the peace; to repay the Landlord the cost of all repairs made necessary by the negligent, careless use, or willful misuse of the Premises, and to surrender the Premises at the termination of this Lease in as good as condition as it is in at the beginning of this Lease, normal wear and tear excepted, provided, however, that all alterations, additions and improvements permanently attached and made by Tenant (excepting movable furniture, equipment, supplies, inventory and special equipment belonging to Tenant) shall become and remain the property of Landlord on the termination of Tenant's occupancy of the Premises.

COMPLIANCE WITH ENVIRONMENTAL LAWS

A. **Hazardous Materials**. The term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or non-friable asbestos; (iii) plychlorinated biphenyls; (iv) those substances, materials or wastes designated as "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendment or replacement to that statute; (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect; or (vii) those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous materials, substance or material as now or at any time in effect.

B. **Tenant Representations and Warranties.** Tenant specifically represents and warrants that the use and operation of the Premises shall comply with all applicable environmental laws, rules, and regulations, (Federal, State and local) including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto and Tenant shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there shall not be any Hazardous Materials located or stored in, upon or at the Premises, except in accordance with applicable laws, rules and regulations, and there shall not be at any time any releases or discharges from the Premises.

C. **Indemnification.** Landlord hereby agrees to indemnify Tenant and hold Tenant harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorney's fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Tenant by any person or entity or governmental agency or, with respect to, or as a direct result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials

occurring as a result of the negligence or willful misconduct of the Landlord, its employees or agents. Landlord's obligation hereunder shall survive the termination of this Lease.

Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorney's fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Landlord by any person or entity or governmental agency or, with respect to, or as a direct result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials occurring by reason of activity associated with the Premises which occur subsequent to the commencement of this Lease and are in anyway related or associated with the Tenant's occupancy and/or use of the Premises. Tenant's obligation hereunder shall survive the termination of this Lease.

IMPROVEMENTS TO PREMISES: Tenant shall not make any improvements to the Premises without the prior written consent of the Landlord. Before commencing any improvements to the Premises, Tenant shall provide Landlord with plans and specifications for Landlord's review and written approval. All leasehold improvements shall remain the property of the Landlord upon the expiration of this Lease.

MAINTENANCE: Tenant shall be responsible for all maintenance, repairs and/or replacements necessitated by the negligence, careless use or willful misuse of the Premises by the Tenant, its employees, agents, guests, customers or invitees. The Landlord shall be responsible for all maintenance, repairs and/or replacements not otherwise the responsibility of the Tenant, including structural repairs and maintenance, repairs and/or replacements resulting from normal wear and tear

MAINTENANCE OF GROUNDS: Landlord shall maintain the parking area and grounds. The maintenance shall include repair of the parking area, lawn service and cleaning of the parking area and grounds.

ASSIGNMENT AND SUBLETTING: Tenant may assign this Lease to a business entity formed by Tenant or which she is a majority equity owner. Otherwise, Tenant may not assign this Lease or sublet any part of the Premises without the written consent of the Landlord.

UTILITIES: Tenant shall be responsible for all utilities and services, including, but not limited to electricity, water, gas, sewage, garbage pick-up, telephone, and cable television.

DESTRUCTION OF PREMISES: If the Premises are destroyed by fire or other casualty rendering the Premises untenantable, the Landlord shall have the option of either (i) rendering the Premises tenantable by repairs within sixty (60) days, or terminating the Lease. If Landlord shall elect to render the Premises tenantable, then rent shall abate for that period of time for which the Premises are untenantable.

EMINENT DOMAIN: If, during the term of this Lease, the whole of the Premises (or such portion of the Premises as will make the Premises unusable for its leased purpose) be condemned by public authority for public use, then in that event the term granted by this lease shall cease and come to an end as of the date of the vesting of title in such public authority or when possession is given to such public authority, whichever event last occurs. Upon such occupancy, the rent shall be apportioned as of such date, and the Landlord shall be entitled to the entire award for such portion of the leased premises as is taken or condemned by public authority for public use. If only a portion of the leased Premises is condemned such that the Premises remain reasonably usable for their leased purpose, then in such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of the leased premises taken. In no event shall the Landlord be liable to the Tenant for any diminution in use or for the value of any unexpired term of this Lease.

INSPECTION: Landlord or its agents shall have the right, upon reasonable notice and during normal business hours, to enter the Premises for the purpose of inspecting or for any other purpose not inconsistent with the terms and spirit of this Lease.

LIENS: Tenant shall promptly discharge all liens of contractors, subcontractors, mechanics, laborers, materialmen, wholesalers, supplies, vendors, and other liens of like character arising by reason of work done at the request of Tenant or supplies or equipment ordered. Landlord shall promptly discharge all liens of contractors, subcontractors, mechanics, laborers, materialmen, wholesalers, supplies, vendors, and other liens of like character arising by reason of work done at the request of Landlord or supplies or equipment ordered.

LIABILITY AND INDEMNIFICATION: The Landlord shall not be liable for any damage or injury to any person or property whether it be the person or property of the Tenant, the Tenant's employees, agents, guests, invitees, customers or otherwise, by reason of Tenant's occupancy and use of the Leased Premises or because of fire, flood, windstorm, acts of God, or for any other reason, except as caused by the negligence or intentional acts of the Landlord, its agents or employees. The Tenant agrees to indemnify and save harmless the Landlord from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney's fees and costs, caused by reason of Tenant's occupancy and use of the leased Premises except as caused by the negligence or intentional acts of the Landlord, their agents or employees.

DEFAULT: **If** Tenant: (i) defaults in the prompt payment of rent after the same shall be due and payable; (ii) fails to perform or observe any other provisions of this Lease Agreement; (iii) permits the leasehold interest of Tenant be levied upon under execution or attached by process of law; (iv) abandons the Leased Premises; **or** (v) at any time during the term of this Lease Agreement removes or attempts to remove the Personalty from the Leased Premises. **And if** Tenant shall fail to cure said default within 10 days of receiving notice from Landlord of said default (unless such default, exclusive of non-payment of sums due, cannot reasonably be cured within 10 days, and Tenant shall have commenced to cure said default within said 10 days and continues diligently to pursue the curing of the same). **Then** Landlord shall: (i) have the right to declare the balance of all unpaid rent immediately due and payable in full; (ii) have the right to proceed by attachment, suit or otherwise to evict the Tenant and to collect any delinquent rent or other amounts due Landlord under this Lease; **and/or** (iii) have the right to proceed in accordance with Florida Landlord-Tenant statutes.

Upon termination of this Lease, whether by lapse of time or otherwise; or upon any termination of the Lease, the Tenant shall surrender possession and vacate the leased Property immediately and deliver possession thereof to Landlord. All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Premises.

NOTICES: All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, (iii) delivered by overnight carrier with signed acknowledgment of receipt, or (iv) delivered by telephonically transmitted facsimile, or electronically transmitted e-mail, with confirmation of transmission. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing:

(a)	if to Landlord, to:	Gallery 34949, Inc. 7542 Platte Road Beulah, Michigan, 49617
	with copy to:	305 Fernandina Street Ft. Pierce, FL 34949
(b)	if to Tenant, to:	Ruth M. Clendenin 1607 Seaway Drive Ft. Pierce, FL 34949

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days (excluding Sundays and holidays) after the same is deposited in the United States Mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon pre-paid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery if delivery is not accepted) of the same at the address were the same is to be given, delivered or made. Any such notice, demand or document delivered by means of telephonically transmitted facsimile or electronically transmitted e-mail shall be deemed to be given, delivered or made upon receipt provided that any such receipt occurring on a Saturday, Sunday, holiday or after 5:00 p.m. on any business day shall be deemed to have occurred the next following business day.

ABANDONMENT: If at any time during the term of this Lease it reasonably appears to Landlord that Tenant has abandoned the Premises, then Landlord may, at his option, enter upon the Premises and take whatever actions as are reasonably necessary appropriate to preserve Landlord's interest in the Premises.

SUBORDINATION TO PRESENT OR FUTURE MORTGAGE: This Lease and all rights of Tenant are, and shall be, subject and subordinate to the lien of any mortgage which may now or hereafter encumber the Premises, and to all renewals, modifications, amendments, consolidations, replacements, future advances and extensions of the mortgage. This subordination shall be self-operative and no further instrument or subordination shall be required.

RIGHT TO CURE ENCUMBRANCES: If the Landlord shall fail to cure any defaults pertaining to any liens on the Premises so that such defaults threaten the Tenant's rights under this Lease, then the Tenant shall have the right to cure said default and to make a set-off against future rent payments.

ESTOPPEL CERTIFICATE: Tenant shall, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a written statement certifying, if the same be true,: (i) that this Lease is in full force and effect; (ii) the date to which the rent and other charges are paid in advance; (iii) acknowledging that there are not any uncured defaults if any are claimed; and (iv) setting forth the date of commencement of rents and expiration of the term. This statement may be relied upon by any prospective purchaser or other third party.

QUIET ENJOYMENT: Tenant shall have the right of quiet enjoyment to the Premises as that term is defined by Florida Law.

RADON GAS: Pursuant to Fla. Stat. Sec. 404.056(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida.

ATTORNEY'S FEES: If it becomes necessary for either party to obtain the services of an attorney to enforce the provisions herein or relating to the Premises, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and all costs incurred, whether or not litigation is necessary and including all appeals.

TIME: Time is of the essence of this Lease and every term and provision of this Lease.

SEVERABILITY: It is further understood and agreed that in the event any provision of this Lease shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the agreement as a whole or any other provision of the agreement.

NON-WAIVER: No covenant, term, or condition, (or the breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof) shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

TERMINOLOGY: Whenever used herein, the terms "Landlord" and "Tenants" shall be construed in the singular or plural as the context may require or admit and shall be further construed to include the "Landlord's" Agent.

INTERPRETATION: This Lease has been submitted to the scrutiny of each party hereto and each party has had opportunity to have it reviewed by legal counsel. This Lease shall be given fair and reasonable interpretation in accordance with the words used herein without consideration or weight being given to its having been drafted by either party hereto or their respective legal counsel.

APPLICABLE LAW: This Lease Agreement is to be construed according to the laws of the State of Florida.

CAPTIONS: Captions and headings in this Lease Agreement are for convenience only and shall not be relied upon in construing the meaning of this Lease Agreement or any of its provisions.

NO RECORDING: Neither this Lease, nor any notice of it, shall be recorded in any public records.

FACSIMILE AND E-MAIL: Telephonically transmitted facsimile copies, and electronically scanned and e-mailed copies, of this Lease and any signatures thereon shall be considered for all purposes as originals.

COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be, and shall be taken to be, an original, and all collectively deemed one instrument.

BINDING EFFECT; SUCCESSORS AND ASSIGNS: This Lease shall be binding upon and inure to the benefit of Landlord, Tenant and their permitted successors and assigns, if any.

ENTIRE AGREEMENT: This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased Premises and it may be modified only by an agreement in writing executed by Landlord and Tenant with the same formalities as this Lease. This agreement shall be interpreted and enforced under the laws of the State of Florida.

TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, either as additional terms and conditions or alterations to existing terms and conditions, shall control all printed provisions in conflict with them.

WAIVER OF JURY TRIAL. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS LEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO THIS LEASE.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

"Landlord"

Signed, sealed and delivered
in the presence of:

Print Name: Cynthia M. Sowerby

Print Name: David N. Sowerby

GALLERY 34949, INC., a Florida corporation

By: Richard L. Allen

RICHARD L. ALLEN, President

Executed by Landlord on August 4th, 2015.

"Tenant"

Signed, sealed and delivered
in the presence of:

Print Name: Cynthia M. Sowerby

Print Name: David N. Sowerby

Ruth M. Clendenin

RUTH M. CLENDENIN

Executed by Tenant on August 8/4, 2015.

Prepared by and return to:
James H. McCarty, Jr.
Attorney at Law
McCarty, Naim, Focks & Keeter, P.A.
2630-A NW 41st Street
Gainesville, FL 32606
352-240-1226
File Number: **Gallery--FPRA**

[Space Above This Line For Recording Data]

Assignment of Lease

Know all men by these presents, that **Gallery 34949, Inc., a Florida corporation** ("ASSIGNOR"), in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration paid to ASSIGNOR by **Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce, Florida** ("ASSIGNEE"), receipt and sufficiency of which is hereby acknowledged, hereby sets over, conveys, assigns and transfers forever to ASSIGNEE that certain lease with **Ruth Clendenin**, a photocopy of which is attached hereto and made a part hereof, regarding the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

Lots 12, 13, and 14, Block 7, Ft. Pierce Beach Subdivision Unit Two, as recorded in Plat Book 6, Page 31 and as shown on the Revised Map Fort Pierce Beach, according to the plat thereof as recorded in Plat Book 8, Page(s) 29, Public Records of St. Lucie County, Florida, LESS and EXCEPT the North 5 feet of Lots 13 and 14, together with the West 5 feet of Lot 14, Block 7, of said plat conveyed to the City of Ft. Pierce, Florida, by Instrument recorded in O.R. Book 3202, Page 1269, Public Records of St. Lucie County, Florida.

and

Lot 15, Block 7, Revised Map Fort Pierce Beach, according to the plat thereof as recorded in Plat Book 8, Page(s) 29, Public Records of St. Lucie County, Florida

Parcel Identification Number: 240150101120003, 240150101090009

"ASSIGNOR" and "ASSIGNEE" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of ASSIGNOR and ASSIGNEE whenever the context so requires or admits.

Dated: **January 9, 2017**

DoubleTime®

Signed, sealed and delivered in our presence:

Witness Name: Amanda Stacy

Witness Name: Alyssa A Waldo

Gallery 34949, Inc.

By: Richard L Allen
Richard L. Allen, President

(Corporate Seal)

State of Michigan

County of Benzie

The foregoing instrument was acknowledged before me this 9th day of January, 2017 by Richard L. Allen, President of Gallery 34949, Inc., on behalf of the corporation. He/she [ ] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

ALYSSA A WALDO
NOTARY PUBLIC - STATE OF MICHIGAN
MANISTEE COUNTY
My Commission Expires August 22, 2021
Acting in the County of Benzie

Alyssa A Waldo
Notary Public

Printed Name: Alyssa A Waldo

My Commission Expires: 8/22/21

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

Meeting Date: 06/17/2019

Re: Retirement & Benefit System Annual Report

Submitted For: Johnna Morris, Finance Director, Finance Department

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SUBJECT:

Annual Report on the Retirement & Benefit System

SUMMARY:

As the Code of Ordinances mandate, the Retirement Board is to annually report to City Commission the fiscal transactions of the Retirement System for the preceding fiscal year. The Secretary/Treasurer has prepared and will present a report on the financial status of the system for the fiscal year ending September 30, 2018.

RECOMMENDATION:

The Retirement Board welcomes any suggestions and/or changes to the format or contents.

ALTERNATIVES:

The report can be enhanced or changed completely.

RESPONSIBLE STAFF:

Director of Finance

COORDINATED WITH:

Retirement Board

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2018

OTHER INFORMATION:

Report is for informational purpose.

Attachments

Annual Report

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/11/2019 11:57 AM
Finance Department	Johnna Morris	06/11/2019 11:57 AM
City Manager		
Form Started By: Kaitlyn Ballard		Started On: 05/29/2019 01:51 PM

THE SUNRISE CITY
FORT PIERCE
Florida
RETIREMENT AND
BENEFIT SYSTEM

City of Fort Pierce
Retirement & Benefit System
ANNUAL REPORT
FY Ending September 30, 2018

Plan Highlights
For Year Ended 9/30/18

- The City of Fort Pierce Retirement & Benefit System remains in the top percentile of retirement plans in the country

- Our plan is labeled "Extraordinarily Resilient" in relation to our peers around the State and the Country

- Our plan is used as a model by our Investment Consultant

Funding Status
For Year Ended 9/30/18

- The plan funding value is **$200,086,678**
- The funded ratio is **90%**, an increase from last year's funded ratio of 89%
- The recognized investment return is **8.07%**, which is greater than the 7.75% assumed rate

Contributions
For Year Ended 9/30/18

	Number of Active Members	Rate	Employee Contributions	Employer Contributions
General	197	16.99%	$ 475,054	$ 1,606,547
FPUA	242	18.11%	$ 825,473	$ 2,401,880
Police	111	12.00%	$ 390,284	$ 901,227

Contribution Rates
FY 2020

	Employee Rate	Employer Rate	Change from Previous Year
General	5.16%	16.77%	(.22%)
FPUA	6.16%	17.58%	(.75%)
Police	5.16%	11.99%	(.01%)

Retirees
For Year Ended 9/30/18

	Number of Retirees	Annual Benefit	Average Benefit	Added During Year Ended 9/30/18
General	206	$ 4,274,607	$ 20,751	10
FPUA	226	$ 6,113,806	$ 27,052	9
Police	85	$ 3,317,801	$ 39,033	4
Totals	517	$ 13,706,214	$ 26,511	23

COLAs
Cost of Living Adjustments

3 Criteria MUST be met before COLAs can be granted.

✓1. **The system has to have had a Net Increase.**

9/30/18 was $12,191,150

✓2. **The investment return has to exceed the required actuarial interest assumption.**

The actuarial assumption is 7.75%, 9/30/18 investment return was 8.07%.

×3. **The cumulative value of any COLAs granted since 1999 can not exceed the cumulative net gains since 1999.**

The balance at 9/30/18 , $33,813,064.

Even though we had a net increase and our recognized rate of investment return exceeded the actuarial assumption, no COLA can be provided until the system's future actuarial gains exceed $33,813,064, plus interest.

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

Meeting Date: 06/17/2019

Re: Monthly Financial Report for the Month Ending April 30, 2019

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Monthly Financial Report for the Month Ending April 30, 2019

SUMMARY:

The Finance Director prepares and presents to the City Commission and Citizens a monthly report on the financial status of the different funds of the City. The financial report for the month ending April 30, 2019, encommpasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Fort Pierce Redevelopment agency Funds.

RECOMMENDATION:

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

ALTERNATIVES:

The report can be enhanced or changed.

RESPONSIBLE STAFF:

Finance Director.

COORDINATED WITH:

Finance Department & City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2019

OTHER INFORMATION:

Monthly Report on budgeted Revenue and Expenditures.

Attachments

April 2019 Financial Report

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/14/2019 12:10 PM
Finance Department	Johnna Morris	06/11/2019 11:28 AM
City Manager	Nick Mimms	06/11/2019 01:58 PM

Form Started By: Queen Thompkins Started On: 05/14/2019 11:00 AM

Final Approval Date: 06/11/2019

CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE MONTH ENDING
April 30, 2019

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

Evaluation Criteria	CRA Operating	103 CDBG	105 SHIP	106 HHR	403 Stormwater
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes
The fund cash balance is positive.	No	Yes	Yes	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes	Yes

City of Fort Pierce
Monthly Financial Report
For the Month Ending April 30, 2019
(58% Year Lapse)

General Fund				
Revenue		**Budget**	**FYTD**	**%**
Beginning Available Resources			**$ 9,650,552**	
Revenue:				
Taxes	$	21,761,008	$ 18,518,451	85.10%
Licenses & Permits		383,000	206,505	53.92%
Intergovernmental		3,599,000	2,387,834	66.35%
Charges for Services		330,800	231,045	69.84%
Fines & Forfeitures		246,000	215,038	87.41%
Miscellaneous Revenue		2,231,434	898,360	40.26%
Interfund Transfers		2,960,947	3,265,946	110.30%
Contribution from Enterprise		7,160,515	6,659,399	93.00%
Appropriated Fund Balance		836,909	0	0.00%
Restricted Revenue		(600,000)	0	0.00%
Total Revenue	**$**	**38,909,613**	**$ 32,382,579**	**83.23%**

Expenditures:		**Budget**	**FYTD**	**%**
City Commission	$	246,606	$ 143,155	58.05%
City Manager		767,900	439,667	57.26%
City Attorney		667,864	315,934	47.31%
City Clerk		323,768	180,620	55.79%
Human Resources		435,732	247,674	56.84%
Finance		885,902	513,325	57.94%
IT		1,190,540	670,256	56.30%
Purchasing		322,738	151,272	46.87%
Planning		566,959	313,807	55.35%
Code Enforcement		1,057,212	629,379	59.53%
Police		14,275,653	8,876,586	62.18%
Public Works/Director		98,252	56,819	57.83%
Public Works/Fleet Maint.		585,387	424,487	72.51%
Public Works/Facilities Maint.		1,021,353	647,598	63.41%
Public Works/Parks & Grounds		2,143,014	1,167,804	54.49%
Public Works/Streets		1,784,669	1,027,507	57.57%
Engineering		1,293,711	642,281	49.65%
Riverwalk		330,036	154,914	46.94%
Administrative		10,912,317	5,731,560	52.52%
Total Expenditures	**$**	**38,909,613**	**$ 22,334,644**	**57.40%**

Net Resources	**$ 10,047,935**
Total Available Resources	**$ 19,698,487**
Less:	
10% Budget Reserve	(3,890,961)
Reserve	(600,000)
Unrestricted Resources	**$ 15,207,526**

Special Revenue Funds

FPRA	Budget	FYTD	%
Begnning Available Resources		**$ 328,200**	
Beginning Available Resources			
Taxes	6,306,127	6,321,663	100.25%
Licenses & Permits	0	0	0.00%
Intergovernmental	0	2,226	0.00%
Miscellaneous Revenue	178,000	592,319	332.76%
Transfers	0	0	0.00%
Total Revenue	**6,484,127**	**6,916,208**	**106.66%**
Expenses:			
Operating	492,261	459,995	93.45%
Capital Outlay	0	81,091	0.00%
Other Programs & Projects	370,000	0	0.00%
Transfers	5,621,866	5,626,866	100.09%
Total Expenses	**6,484,127**	**6,167,952**	**95.12%**
Net Resources		**748,256**	
Unrestricted Resources		**$ 1,076,456**	

CDBG	Budget	FYTD	%
Begnning Available Resources		**$ 749,867**	
Revenue:			
Intergovernmental Revenue	869,238	123,776	14.24%
Misc. Revenue	0	11,666	0.00%
Transfers	0	0	0.00%
Total Revenue	**869,238**	**135,441**	**15.58%**
Expenses:			
Administrative	175,876	91,387	51.96%
Rehabilitation Department	40,000	2,982	7.45%
Capital Outlay	0	27,835	0.00%
Economic Development	303,422	147,230	48.52%
Public Service	100,000	13,269	13.27%
Unencumbered	0	0	0.00%
Roll Over Expenditures	249,940	0	0.00%
Total Expenses	**869,238**	**282,703**	**32.52%**
Net Resources		**(147,262)**	
Unrestricted Resources		**$ 602,605**	

Grant Administration	Budget	FYTD	%
Begnning Available Resources		**$ 1,016,482**	
Revenue:			
Program Income	0	8,838	0.00%
Misc. Revenue	213,750	40,108	18.76%
Interfund Transfers	45,000	0	0.00%
Total Revenue	**258,750**	**48,946**	**18.92%**
Expenses:			
Personnel Services	88,235	77,631	87.98%
Operating	170,515	1,263	0.74%
Transfers	0	680,082	0.00%
Total Expenses	**258,750**	**758,975**	**293.32%**
Net Resources		**(710,029)**	
Unrestricted Resources		**$ 306,453**	

SHIP	Budget	FYTD	%
Begnning Available Resources		**$ 150,981**	
Revenue:			
SHIP	73,000	73,063	100.09%
Program Income	40,000	680,082	0.00%
Misc. Revenue	500	1,001	0.00%
Carry Over Funding	280,000	0	0.00%
Total Revenue	**393,500**	**754,146**	**191.65%**
Expenses:			
Operating	25,000	1,052	4.21%
Grants/Programs & Projects	368,500	565,352	153.42%
Total Expenses	**393,500**	**566,404**	**143.94%**
Net Resources		**187,742**	
Unrestricted Resources		**$ 338,723**	

Enterprise Funds

Marina	Budget	YTD	%
Begnning Available Resources		**$ 553,969**	
Revenue:			
Grants	100,000	14,976	14.98%
Charges for Services	1,500,000	1,150,242	76.68%
Misc. Revenue	1,536,262	1,239,072	80.65%
Debt Proceeds	0	0	0.00%
Approp Retained Earnings	797,594	0	0.00%
Total Revenue	**3,933,856**	**2,404,289**	**61.12%**
Expenses:			
Personnel Services	474,129	279,703	58.99%
Operating	3,305,546	1,934,886	58.53%
Capital	429,500	470,037	109.44%
Debt Service	439,847	48,114	10.94%
Non Operating	404,830	125,000	30.88%
Total Expenses	**5,053,852**	**2,857,740**	**56.55%**
Plus Depreciation		**651,944**	
Net Resources		**198,493**	
Unrestricted Resources Available		**$ 752,462**	

Solid Waste	Budget	YTD	%
Begnning Available Resources		**$ 1,431,377**	
Revenue:			
Charges for Services	7,579,000	4,426,287	58.40%
Misc. Revenue	4,000	21,905	547.62%
Approp Retained Earnings	(419,775)	0	0.00%
Total Revenue	**7,163,225**	**4,448,192**	**62.10%**
Expenses:			
Personnel Services	2,517,116	1,150,990	45.73%
Operating	3,604,783	2,544,984	70.60%
Capital	150,000	309,749	206.50%
Non Operating	1,178,744	408,945	34.69%
Total Expenses	**7,450,643**	**4,414,668**	**59.25%**
Plus Depreciation		**284,449**	
Net Resources		**317,974**	
Unrestricted Resources Available		**$ 1,749,351**	

Golf Course	Budget	YTD	%
Begnning Available Resources		**$ (398,568)**	
Revenue:			
Charges for Services	1,166,500	744,517	63.82%
Misc. Revenue	190,250	126,968	66.74%
Approp Retained Earnings	0	0	0.00%
Total Revenue	**1,356,750**	**871,485**	**64.23%**
Expenses:			
Personnel Services	213,946	112,751	52.70%
Operating	1,244,892	810,130	65.08%
Capital	0	0	0.00%
Non Operating	32,641	0	0.00%
Total Expenses	**1,491,479**	**922,881**	**61.88%**
Plus Depreciation		**78,953**	
Net Resources		**27,557**	
Unrestricted Resources Available		**$ (371,011)**	

Sunrise Theatre	Budget	YTD	%
Begnning Available Resources		**$ (973,778)**	
Revenue:			
Grants	0	0	0.00%
Charges for Services	2,470,000	1,945,827	78.78%
Misc. Revenue	323,600	143,177	44.25%
Transfers	450,000	450,000	100.00%
Total Revenue	**3,243,600**	**2,539,004**	**78.28%**
Expenses:			
Personnel Services	531,025	232,536	43.79%
Operating	3,247,575	2,485,206	76.52%
Capital	0	1,877	0.00%
Non Operating	0	0	0.00%
Total Expenses	**3,778,600**	**2,719,618**	**71.97%**
Plus Depreciation		**318,616**	
Net Resources		**138,002**	
Unrestricted Resources Available		**$ (835,776)**	

Building	Budget	YTD	%
Begnning Available Resources		**$ 1,388,967**	
Revenue:			
Licenses & Permits	1,414,972	1,288,541	91.06%
Charges for Services	22,000	19,179	87.18%
Fine & Forfeits	18,000	500	2.78%
Misc. Revenue	21,000	52,917	251.99%
Transfers	0	0	0.00%
Approp Retained Earnings	222,170	0	0.00%
Total Revenue	**1,698,142**	**1,361,138**	**80.15%**
Expenses:			
Personnel Services	1,255,855	640,808	51.03%
Operating	365,372	266,481	72.93%
Capital	72,500	97,853	134.97%
Non Operating	5,387	0	0.00%
Total Expenses	**1,699,114**	**1,005,141**	**59.16%**
Plus Depreciation		**36,410**	
Net Resources		**392,406**	
Unrestricted Resources Available		**$ 1,781,372**	

Stormwater	Budget	YTD	%
Begnning Available Resources		**$ 1,206,923**	
Revenue:			
Federal Grants	0	1,631,339	0.00%
State Grants	0	0	0.00%
Charges for Services	2,542,540	2,492,961	98.05%
Misc. Revenue	15,000	486,752	3245.02%
Transfers	0	0	0.00%
Approp Retained Earnings	484,828	0	0.00%
Total Revenue	**3,042,368**	**4,611,052**	**151.56%**
Expenses:			
Personnel Services	0	0	0.00%
Operating	3,017,238	4,567,426	151.38%
Capital	5,000	74,100	1482.00%
Non Operating	1,206,130	1,189,733	98.64%
Total Expenses	**4,228,368**	**5,831,258**	**137.91%**
Plus Depreciation		**693,093**	
Net Resources		**(527,113)**	
Unrestricted Resources Available		**$ 679,810**	

RESTRICTED REVENUE RECONCILIATION
THRU 4/30/2019

	Receipts Budget 2011-2015	Receipts Budget 2015-16	Receipts Budget 2016-17	Receipts Budget 2017-18	Receipts Budget 2018-19		Total Receipts	Expenses Budget 2011-2015	Expenses Budget 2015-2016	Expenses Budget 2016-2017	Expenses Budget 2017-18	Expenses Budget 2018-19	Committed		Expend Total	Balance FY2019
Parks MSTU	1,350,895.01	122,958.00	193,738.00	206,492.00	218,219.00		2,092,302.01	399,714.00	197,819.40	105,960.00	186,470.00		0.00		889,963.40	1,202,338.61
Grants	186,300.00						186,300.00	186,300.00							186,300.00	0.00
Art In Public Places	208,722.00						208,722.00	23,738.15		180,400.00					204,138.15	4,583.85
Royalties (Gaming)	332,002.45	35,026.31	37,007.10	39,993.21	50,002.00	2d	494,031.07	230,922.71 a					0.00	(1) (2)	230,922.71	263,108.36
Tree Preservation Fees	34,600.00	350.00	350.00	500.00	4,100.00		39,900.00	8,967.98	14,856.96	1,980.99					25,805.93	14,094.07
Sidewalks PILO	14,717.22	0.00	33,621.63	2,238.56	50.00		50,627.41								0.00	50,627.41
Parking PILO	18,000.00	34,000.00	500.00	3,000.00	1,750.00		57,250.00								0.00	57,250.00
Clean & Safe Initiative				290,963.07	157,803.54		448,766.61				79,779.09				79,779.09	368,987.52
Storm Water Utility Fee	36,163.70	8,132.58	9,686.16	20,010.28	8,370.16		82,362.88						0.00		0.00	82,362.88
Road Impact Fees	472,236.97	246,932.06	299,620.12	580,769.95	463,677.75		2,063,236.85	156,813.09	0.00	196,543.85	70,489.75	80,280.00	0.00	(3) (6)	504,126.69	1,559,110.16
Park Impact Fees	216,596.62	43,724.83	60,829.41	219,356.42	109,159.90		649,667.18	176,176.56			28,500.00		0.00	(2) (4)	204,676.56	444,990.62
Building Impact Fees	97,259.41	39,594.08	32,552.15	100,326.06	74,335.78		344,067.48	8,735.09					0.00	(2)(6)	8,735.09	335,332.39
Solid Waste	28,645.82	6,654.21	19,533.24	33,586.50	26,336.18		114,755.95	19,233.86					0.00	(5)	19,233.86	95,522.09
Impact Admin Fee	28,643.72	11,411.91	9,597.63	27,918.13	23,229.51		100,800.90	19,674.82	494.18	4.00					20,173.00	80,627.90
Infrastructure Sales Tax					255,811.73		255,811.73								0.00	255,811.73
Multimodal Transportation	4,000.00						4,000.00								0.00	4,000.00
PFSRD Parks and Recreation	7,500.00						7,500.00	7,500.00					0.00		7,500.00	0.00
PFSRD Road Improvements	129,258.58						129,258.58	73,529.71							73,529.71	55,728.87
Other Miscell. Restricted	125,767.20	235,541.10			10,000.00		371,308.30	48,808.29		66,892.00				(1)	115,700.29	255,608.01
Sunrise Theatre Capital Fee	0.00		132,916.00	109,724.50	77,194.33		319,834.83			96,825.00	5,726.00				102,551.00	217,283.83
Sale of Surplus Land-FPRA	0.00		1,094,829.09		70,594.13		1,165,423.22					600,000.00			600,000.00	565,423.22
Sale of Surplus Land-City	0.00		50.00				50.00								0.00	50.00
Uncommitted Funds	40,469.38	47,052.73	25,030.60	61,494.41	51,626.23		225,673.35	31,139.56							31,139.56	194,533.79
	3,331,778.08	831,377.81	1,949,861.13	1,696,373.09	1,602,260.24		9,411,650.35	1,391,253.82	213,170.54	648,605.84	370,964.84	680,280.00	0.00		3,304,275.04	6,107,375.31

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

Meeting Date: 06/17/2019

Re:

SUBJECT:

Approval of letter to the Florida Council on Arts and Culture supporting the nomination of Anita Prentice to the Florida Artists Hall of Fame.

Attachments

Letter of Support

Form Review

Form Started By: Linda Cox Started On: 06/05/2019 05:16 PM

Final Approval Date: 06/05/2019

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

Meeting Date: 06/17/2019

Re:

SUBJECT:

Letter of Support to Governor DeSantis for Treasure Coast Food Bank's funding request to expand their food production kitchen program.

Attachments

Treasure Coast Food Bank

Form Review

Form Started By: Linda Cox Started On: 06/11/2019 02:31 PM

Final Approval Date: 06/11/2019

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

June 17, 2019

The Honorable Ron DeSantis, Governor
State of Florida Plaza Level 05
The Capitol
Tallahassee, Florida 32399

Subject: 1552A Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay Treasure Coast Food Bank from General Revenue Fund $700,000 From the funds in Specific Appropriation 1552A, $700,000 in nonrecurring funds is provided for the Treasure Coast Food Bank (Senate Form 1655) (HB 2219).

Dear Governor DeSantis,

On behalf of the City of Fort Pierce, I am writing this letter to respectfully request your support of the Treasure Coast Food Bank (TCFB). Your support will enable the Treasure Coast Food Bank to purchase a neighboring property for the expansion of their food production kitchen programs. The growth of the food production kitchen will allow TCFB to:

1. Prepare and serve up to 100,000 meals per day state-wide during disaster-relief efforts.
2. Prepare and serve 250,000 meals under state and federally funded programs including the Summer Food Service Program and the Afterschool Meals Program.
3. Provide workforce development and job placement through culinary training programs.
4. Provide catering services to generate income with which to sustain Kitchen operations beyond the initial funding period.
5. Provide cooking classes and nutrition education to families.

TCFB's primary goal is to stimulate the local economy with new markets for local farmers to increase their revenue, provide living wage jobs and training opportunities for the food production and supply chain industries and meals for those in need in our community.

The operation of this project will allow TCFB to create new markets for local farmers and invest 3 million into the local agricultural community as well as create 20 new job opportunities related to food processing and job training instruction.

Please consider our humble request for funding for the Treasure Coast Food Bank Production Kitchen.

Sincerely,

Linda Hudson
Mayor

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

Meeting Date: 06/17/2019

Re:

SUBJECT:

Approval of travel expenses in the amount of $372.77 for Commissioner Rufus Alexander to attend the Florida League of Cities Policy Committee meeting, June 2019.

SUMMARY:

Approval of travel expenses in the amount of $372.77 for Commissioner Rufus Alexander to attend the Florida League of Cities Policy Committee meeting, June 2019.

RECOMMENDATION:

Approve travel.

ALTERNATIVES:

Deny travel.

RESPONSIBLE STAFF:

Maura Stokes, Deputy City Clerk

COORDINATED WITH:

Linda W. Cox, City Clerk

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2019
Account:	00110005114020
Amount:	372.77

OTHER INFORMATION:

Funda are available.

Attachments

Alexander

Form Review

Form Started By: Linda Cox Started On: 06/11/2019 03:06 PM

Final Approval Date: 06/11/2019

REGISTRATION INFORMATION

HOTEL INFORMATION

TRAVEL EXPENSE STATEMENT

Rufus Alexander
Florida League of Cities
2019-2020 Legislative Policy Committee Meeting
10:00 am - 3:00

Hyatt Regency Airport
9300 Jeff Fuqua Blvd
Orlando, FL 32827

DATE: **06/06/19**

Received
JUN 07 2019
City of Fort Pierce
City Manager's Office

1. TRAVELER'S NAME:	Rufus Alexander	DEPARTMENT:	City Commission
2. DEPARTURE DATE:	6/13/2019	DEPARTURE TIME:	4:00 PM
3. RETURN DATE:	6/14/2019	RETURN TIME:	5:00 PM
4. DESTINATION:	Orlando, Florida	PURPOSE:	Florida League of Cities Legislative Policy
5. CODE CHARGE:	**001-1000-512-40-20**		Committee Meeting
6. AMT BUDGETED:	7,500.00		

7. BALANCE AVAILABLE: **$3,909.24**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation # 29952609		201.37		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.58 (228.0 Miles Round Trip)			132.24	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
1 BREAKFAST @ $8.00			8.00	
0 LUNCH @ $8.00			0.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			1.96	
15% GRATUITIES			4.20	
TOTALS	0.00	201.37	171.40	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY:

DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/19 DLN

BASED upon CITY COMMISSION APPROVAL



(/)

Search for... Search

Legislative Policy Committees

Each year, municipal officials from across the state volunteer to serve on the League's five Legislative policy committees. Appointments are typically a one-year commitment and involve developing the League's Legislative Action Agenda detailing priority issues that are most likely to affect daily municipal governance and local decision making during the upcoming legislative session. Policy committee members also help League staff understand the real-world implications of proposed legislation and are asked to serve as advocates throughout the legislative process. **Learn More (/docs/default-source/advocacy/policy-development-process.pdf?sfvrsn=84c1dbd5_0)**

2019-20 Legislative Policy Committee Meeting Information

- June 14, 2019 from 10:00 a.m. to 3:00 p.m. at the Hyatt Regency Airport, 9300 Jeff Fuqua Blvd, Orlando, FL 32827
- July 19, 2019 from 10:00 a.m. to 3:00 p.m. at the Embassy Suites Lake Buena Vista, 4955 Kyngs Heath Road, Kissimmee, FL 34746
- August 15, 2019 during FLC Annual Conference at the Marriott World Center, 8701 World Center Drive, Orlando, FL 32821 *(time to be announced)*
- November 14-15, 2019 during FLC Legislative Conference at the Embassy Suites Lake Buena Vista, 4955 Kyngs Heath Road, Kissimmee, FL 34746 *(specific date and time to be announced)*

The chairs, staff contacts and rosters for each 2019-2020 policy committee can be found below. Our gratitude to the officials who are serving as chair and vice-chair of these committees. Their leadership is essential as we prepare for the 2020 Legislative session.

In addition to the policy committees, League members also serve on the following standing

HYATT®

Thank you for choosing to stay with Hyatt Hotels & Resorts

Confirmation: # 29952609

Hyatt Regency Orlando International Airport

9300 Jeff Fuqua Blvd Orlando, Florida, 32827 United States

Tel: +(1) 407 825 1234

Reservation Summary

Check-in	Thu, Jun 13, 2019 04:00 PM
Checkout	Fri, Jun 14, 2019 12:00 PM
Room	1 Two Queen Beds
Guest	1 Adult
Guest Details	Rufus Alexander dneville@city-ftpierce.com P.O. Box 1480 Fort Pierce, FL 34954 US 1772-467-3074
Payment Details	Visa xxxx1435 6/2021
Special Requests	

Rate Flc Policy Mt... - G-FGCI

Summary of Charges

Thu, Jun 13	**$179.00 USD**
Subtotal	**$179.00 USD**
County Tax	**$10.74 USD**
State Tax	**$11.63 USD**
Total Taxes & Fees	**$22.37 USD**
Total Per Room*	**$201.37 USD**

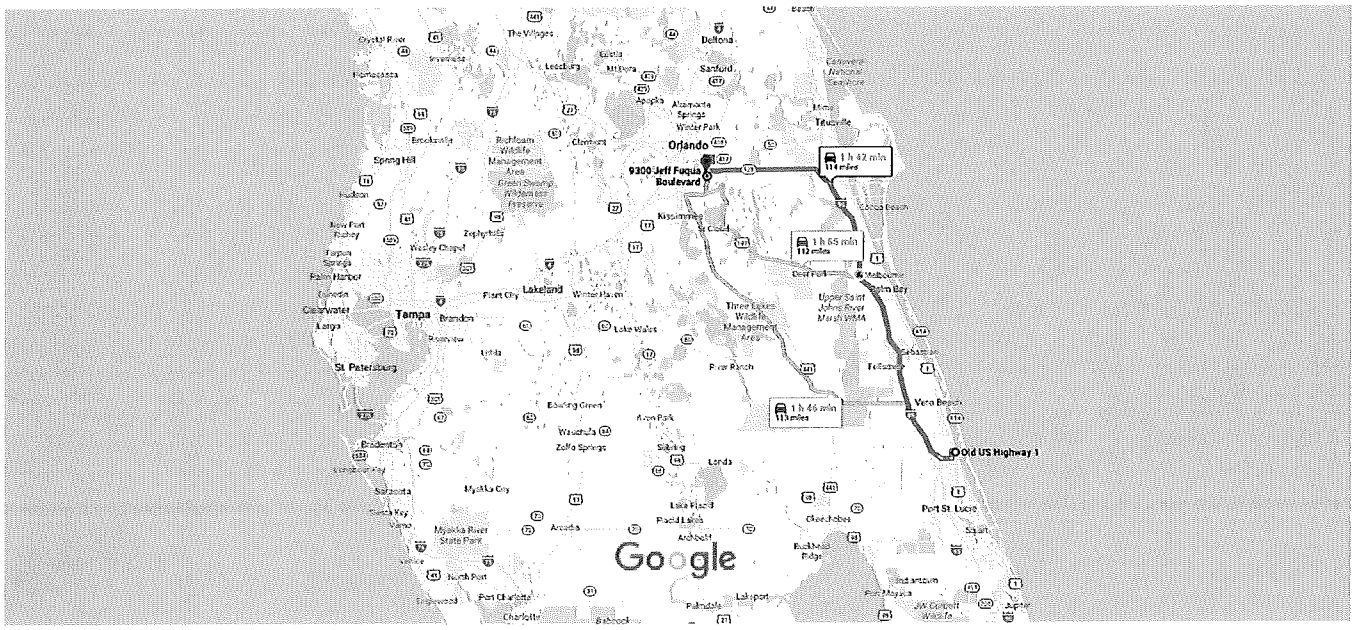
*Changes in taxes or fees will affect the total price.

Need help with your reservation? Contact Hyatt Customer Service 1 800 233 1234

Google Maps

Old US Hwy 1, Fort Pierce, FL 34946 to 9300 Jeff Fuqua Blvd, Orlando, FL 32827

Drive 114 miles, 1 h 42 min



Map data ©2019 Google, INEGI 10 mi

Collapse side panel

via I-95 N and FL-528 W	1 h 42 min
Fastest route, the usual traffic	114 miles
⚠ This route has tolls.	
via Florida's Turnpike	1 h 46 min
	113 miles
via I-95 N and US-192 W	1 h 55 min
	112 miles

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

Meeting Date: 06/17/2019

Re:

SUBJECT:

Approval of travel expenses in the amount of $132.24 for Mayor Hudson to attend the Florida League of Cities Policy Committee meeting, June 2019.

SUMMARY:

Approval of travel expenses in the amount of $132.24 for Mayor Hudson to attend the Florida League of Cities Policy Committee meeting, June 2019.

RECOMMENDATION:

Approve request.

ALTERNATIVES:

Deny request.

RESPONSIBLE STAFF:

Maura Stokes, Deputy City Clerk

COORDINATED WITH:

Linda W. Cox, City Clerk

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2019
Account:	00110005114020
Amount:	132.24

OTHER INFORMATION:

Funda are available.

Attachments

FLC Hudson

Form Review

Form Started By: Linda Cox Started On: 06/11/2019 03:16 PM

Final Approval Date: 06/11/2019

REGISTRATION INFORMATION

HOTEL INFORMATION

TRAVEL EXPENSE STATEMENT

Mayor Linda Hudson
Florida League of Cities
2019-2020 Legislative Policy Committee Meeting
10:00 am - 3:00 PM

DATE: **06/06/19**

1. TRAVELER'S NAME:	Mayor Linda Hudson	DEPARTMENT:	City Commission
2. DEPARTURE DATE:	6/14/2019	DEPARTURE TIME:	8:00 AM
3. RETURN DATE:	6/14/2019	RETURN TIME:	5:00 PM
4. DESTINATION:	Orlando, Florida	PURPOSE:	Florida League of Cities Legislative Policy
5. CODE CHARGE:	**001-1000-512-40-20**		Committee Meeting
6. AMT BUDGETED:	7,500.00		

7. BALANCE AVAILABLE: **$3,909.24**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation #				
BAGGAGE ALLOWANCE ($5 PER PERSON)				
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.58 (228.0 Miles Round Trip)			132.24	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES				
* MISC. EXPENSES				
MEALS				
0 BREAKFAST @ $8.00			0.00	
0 LUNCH @ $8.00			0.00	
0 DINNER @ $20.00			0.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			0.00	
15% GRATUITIES			0.00	
TOTALS	0.00	0.00	132.24	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY:

DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

Received
JUN 07 2019
City of Fort Pierce
City Manager's Office

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/19 DLN

Based upon City Commission approval



(/)

Search for... Search

Legislative Policy Committees

Each year, municipal officials from across the state volunteer to serve on the League's five Legislative policy committees. Appointments are typically a one-year commitment and involve developing the League's Legislative Action Agenda detailing priority issues that are most likely to affect daily municipal governance and local decision making during the upcoming legislative session. Policy committee members also help League staff understand the real-world implications of proposed legislation and are asked to serve as advocates throughout the legislative process. **Learn More (/docs/default-source/advocacy/policy-development-process.pdf?sfvrsn=84c1dbd5_0)**

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- July 19, 2019 from 10:00 a.m. to 3:00 p.m. at the Embassy Suites Lake Buena Vista, 4955 Kyngs Heath Road, Kissimmee, FL 34746
- August 15, 2019 during FLC Annual Conference at the Marriott World Center, 8701 World Center Drive, Orlando, FL 32821 *(time to be announced)*
- November 14-15, 2019 during FLC Legislative Conference at the Embassy Suites Lake Buena Vista, 4955 Kyngs Heath Road, Kissimmee, FL 34746 *(specific date and time to be announced)*

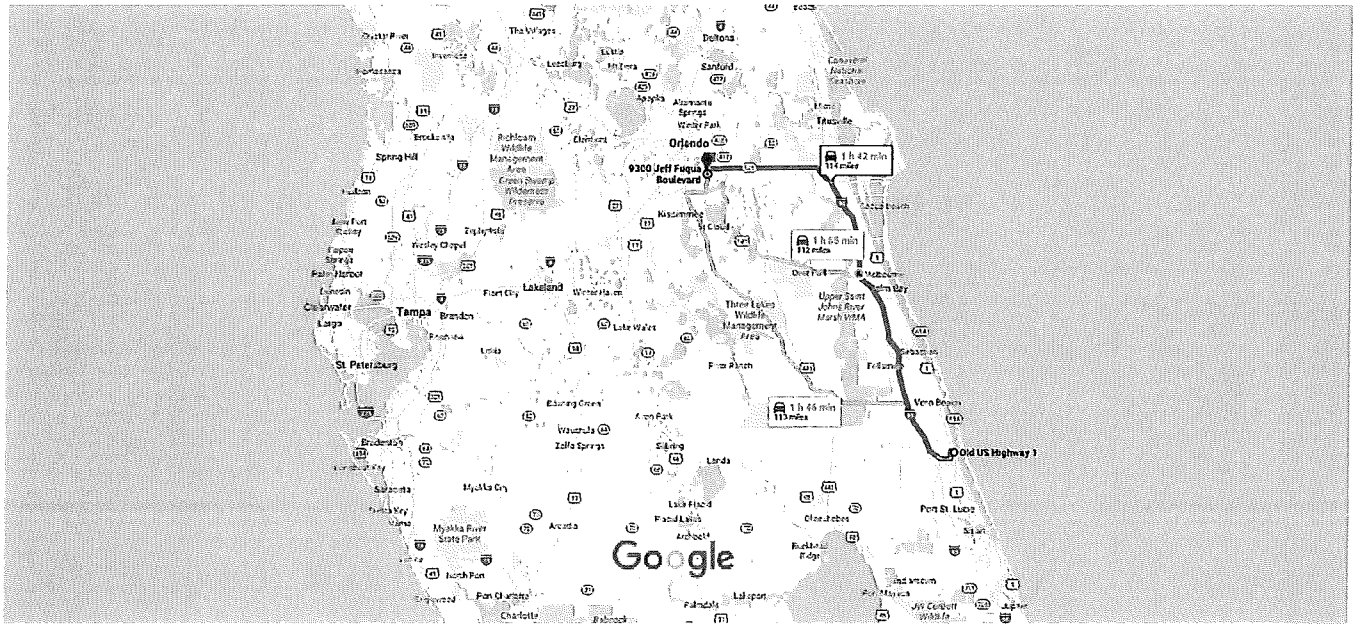
The chairs, staff contacts and rosters for each 2019-2020 policy committee can be found below. Our gratitude to the officials who are serving as chair and vice-chair of these committees. Their leadership is essential as we prepare for the 2020 Legislative session.

In addition to the policy committees, League members also serve on the following standing

Google Maps

Old US Hwy 1, Fort Pierce, FL 34946 to 9300 Jeff Fuqua Blvd, Orlando, FL 32827

Drive 114 miles, 1 h 42 min



Map data ©2019 Google, INEGI 10 mi

Collapse side panel

via I-95 N and FL-528 W	1 h 42 min
Fastest route, the usual traffic This route has tolls.	114 miles
via Florida's Turnpike	1 h 46 min
	113 miles
via I-95 N and US-192 W	1 h 55 min
	112 miles

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

Meeting Date: 06/17/2019

Re:

SUBJECT:

Approval of travel expenses in the amount of $1,240.30 for Commissioner Perona to attend the FMEA Conference in Bonita Springs, FL from July 16-18, 2019.

SUMMARY:

Approval of travel expenses in the amount of $1,240.30 for Commissioner Perona to attend the FMEA Conference in Bonita Springs, FL from July 16-18, 2019.

RECOMMENDATION:

Approve request.

ALTERNATIVES:

Deny request.

RESPONSIBLE STAFF:

Maura Stokes, Deputy City Clerk

COORDINATED WITH:

Linda W. Cox, City Clerk

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2019
Account:	00110005114020
Amount:	1240.30

OTHER INFORMATION:

Funds are available.

Attachments

Perona Travel

Form Review

Form Started By: Linda Cox Started On: 06/11/2019 03:20 PM

Final Approval Date: 06/11/2019

REGISTRATION INFORMATION
FL Municipal Electric Association
P.O. Box 10114
Tallahassee, FL 32302-2114
850-224-3314, Ext. 3
Bthompson@PublicPower.com

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hyatt Regency Coconut Point Resort
5001 Coconut Road
Bonita Springs, FL 34134
239-444-1234

DATE: **5/24/2019**

1. TRAVELER'S NAME: Thomas Perona
2. DEPARTURE DATE: 7/16/2019
3. RETURN DATE: 7/18/2019
4. DESTINATION: Bonita Springs, FL
5. CODE CHARGE: **001-1000-511-40.30**
6. AMT BUDGETED: 7,500.00

DEPARTMENT: City Commisson
DEPARTURE TIME: 8 a.m.
RETURN TIME: 11 p.m.
PURPOSE: FMEA Annual Conference

7. BALANCE AVAILABLE: **$3,909.24**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE: 674	585.00			
* HOTEL BILL: Confirmation # 30898761	436.90			
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.58 296			171.68	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES	32.00			
* MISC. EXPENSES				
MEALS				
BREAKFAST @ $8.00			0.00	
1 LUNCH @ $8.00			8.00	
2 DINNER @ $20.00				
SPECIAL LUNCHEON/BANQUET				
6.5% STATE TAX			0.52	
15% GRATUITIES			1.20	
TOTALS	1,053.90	0.00	186.40	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY:

DEPARTMENT SUPERVISOR

for P.M.

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

"Based on City Commission approval."

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/17 DLN

Received
MAY 29 2019
City of Fort Pierce
City Manager's Office

FLORIDA MUNICIPAL ELECTRIC ASSOCIATION, INC.
PO Box 10114
Tallahassee, FL 32302-2114
850-224-3314, x3
bthompson@publicpower.com
www.publicpower.com

Invoice

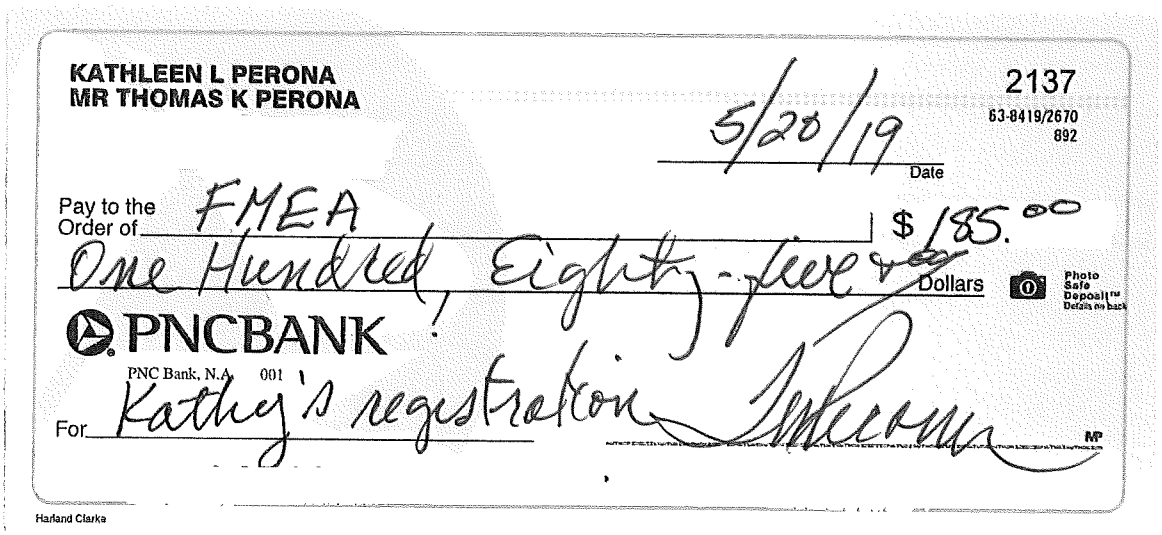
BILL TO	SHIP TO
Mr. Thomas K. Perona 100 N US Hwy 1 Fort Pierce, FL 34950 United States	Mr. Thomas K. Perona 100 N US Hwy 1 Fort Pierce, FL 34950 United States

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
674	05/01/2019	$770.00	05/31/2019	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/01/2019	**AC- Municipal Member Registration**	FMEA Municipal Utility Member (Thomas K. Perona)	1	585.00	585.00
05/01/2019	**AC- Spouse Registration**	Spouse	1	185.00	185.00

FMEA Annual Conference: 7/16/2019

BALANCE DUE **$770.00**


KATHLEEN L PERONA
MR THOMAS K PERONA

2137
63-8419/2670
892

5/20/19
Date

Pay to the Order of FMEA $ 185.00

One Hundred Eighty-five and 00/100 Dollars

Photo Safe Deposit™ Details on back

PNCBANK
PNC Bank, N.A. 001

For Kathey's registration

MP

Harland Clarke

FLORIDA MUNICIPAL ELECTRIC ASSOCIATION, INC.
PO Box 10114
Tallahassee, FL 32302-2114
850-224-3314, x3
bthompson@publicpower.com
www.publicpower.com

Invoice

BILL TO
Mr. Thomas K. Perona 100 N US Hwy 1 Fort Pierce, FL 34950 United States

SHIP TO
Mr. Thomas K. Perona 100 N US Hwy 1 Fort Pierce, FL 34950 United States

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
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05/01/2019	**AC- Spouse Registration**	Spouse	1	185.00	185.00

FMEA Annual Conference: 7/16/2019

BALANCE DUE **$770.00**

HYATT®

Thank you for choosing to stay with Hyatt Hotels & Resorts

Confirmation: # 30898761

Hyatt Regency Coconut Point Resort and Spa

5001 Coconut Road Bonita Springs, Florida, 34134 United States

Tel: +1 239 444 1234

Reservation Summary

Check-in	Tue, Jul 16, 2019 04:00 PM
Checkout	Thu, Jul 18, 2019 11:00 AM
Room	1 2 Queen Beds
Guest	2 Adult
Guest Details	Thomas Perona nrios@city-ftpierce.com P.O. Box 1480 Fort Pierce, FL 34954 US 17724673065
Payment Details	Visa xxxx1435 6/2021
Rate	Fl Municipal ... - G-GFLE/GFLE

Summary of Charges

Tue, Jul 16	$185.00 USD
Wed, Jul 17	$185.00 USD
Subtotal	$370.00 USD
Sales Tax	~~$24.05 USD~~
Resort Fees	$66.90 USD
Occupancy Tax	~~$18.50 USD~~ Tax exempt
Total Taxes & Fees	~~$109.45 USD~~
Total Per Room*	~~$479.45 USD~~ $436.90

*Changes in taxes or fees will affect the total price.

Special Requests

Need help with your reservation? Contact Hyatt Customer Service 1 800 233 1234

FMEA Annual Conference

BACK TO EVENTS
(/EVENTS/)



Tuesday, July 16th, 2019 at **1:00 PM**
to Thursday, July 18th, 2019 at 9:00 PM

Hyatt Regency Coconut Point
5001 Coconut Road
Bonita Springs, FL 34134-7234
United States

REGISTRATION OPTIONS (/EVENTS/REGISTER?ID=3927)

BOOK HOTEL ROOM (HTTPS://WWW.HYATT.COM/EN-US/GROUP-BOOKING/NAPRN/G-GFLE)

SPONSORSHIPS (HTTPS://WWW.PUBLICPOWER.COM/PRODUCTS/SF

ADD TO CALENDAR

VIEW MAP

EVENT DETAILS

- **2019 FMEA Annual Conference Sponsorship packet (https://assets.noviams.com/novi-file-uploads/fmea/pdf/ac_19/2019AC_Sponsorship.pdf)** (PDF)

About the Annual Conference

This three-day event features top industry speakers, informative workshops and discussion groups, and much more. The conference is designed for upper-level utility managers and directors; city managers and directors; and local policymakers from Florida's municipal utilities, investor-owned utilities and electric cooperatives. The Conference is a summer highlight for representatives from all segments of the electric utility industry: public, private and cooperative, and is extremely successful due to the support of the Florida public power community.

Who attends this event?

Utility Directors & Managers	Utility Supervisors	Electric Utility Directors
Policymakers	City Commissioners	City Council Members
City Managers	Legal Counsel	Finance Managers
Environmental Managers	Communication Managers	Customer Service Managers
Engineers	Key Account Managers	IT Managers

FMEA Continuing Education Program

There are 7.25 CEU's (**Continuing Education Credits/Professional Development Hours (../../continuing-education-programs)**) available for attending this FMEA event.

Pricing Information

Attendee Registration	*Before June 14*	*After June 14*	*On-site*
FMEA Municipal Member	$585	$610	$635
FMEA Associate or Affiliate Member	$660	$685	$710
Non-Member	$935	$960	$985
Spouse or Guest registration	$175	$200	$200
Additional Functions			
Additional Banquet ticket *(Adult)*	$75	$75	$75
Additional Banquet ticket *(Child ages 8-16)*	$35	$35	$35

FMEA Policymaker Scholarship Program

Recipients of the FMEA Policymaker Scholarship are awarded complimentary conference registration. Spouse/Guest registration not included. Recipients must meet the following criteria:

- *One scholarship awarded annually per FMEA utility member*
- *Recipient must be a first-time conference attendee*
- *Recipient must be accompanied by a senior-level city or utility official who is fully registered for the Conference*

For more information regarding the FMEA Policymaker Scholarship, please contact Public Affairs

Manager, **Nicole Albers (mailto:nalbers@publicpower.com)**.

Sponsorship Opportunities

The conference is important to your business because it brings together the top elected officials and decision-makers of Florida's public power utilities. If you conduct business with municipal electric utilities, you understand that sustained relationships and continuous visibility to this market segment are essential for long-term success. This conference is the premier event for interaction with key personnel of FMEA's member utilities.

Category	Contribution amount	Number of registrants included
Diamond	$10,000	6*
Platinum	$8,000	4
Gold	$6,000	2
Silver	$3,000	1
Bronze	$1,500	0

**In addition, Diamond sponsors receive Gold level sponsor benefits for the 2019 FMEA Energy Connections Conference & Trade Show and the 2020 Florida Lineman Competition!*

- ***2019 FMEA Annual Conference Sponsorship packet (PDF)*** **(https://assets.noviams.com/novi-file-uploads/fmea/pdf/ac_19/2019AC_Sponsorship.pdf)**

Hotel Information

A third party claiming to represent FMEA may contact attendees of upcoming conferences and offer assistance with hotel reservations. **No such third party is affiliated with FMEA** or authorized to represent us — please do NOT make hotel reservations through any third party that may contact you by phone or email. FMEA maintains room blocks with specially negotiated rates at all our conference hotels and attendees are encouraged to only use the Online reservation links, phone numbers, and discount codes available on the FMEA web site.

FMEA Group rate: $185 standard room

- Online room reservation **link (https://www.hyatt.com/en-US/group-booking/NAPRN/G-GFLE).**

Share Event:

EMAIL (MAILTO:?SUBJECT=FMEA%20ANNUAL%20CONFERENCE&BODY=% **FACEBOOK (HTTPS://WWW.FACEBOOK.COM/SHARER.PHP?U=HTTPS%3A%2F%2FWWW.PUBLICPOWER.COM%** **TWITTER (HTTPS://TWITTER.COM/INTENT/TWEET?TEXT=%20HTTPS%3A%2F%**

0A%0AHTTPS%3A%2F%2FWWW.PUBLICPOWER.COM%2FEVENTS%2FFMEA-ANNUAL-CONFERENCE)
2FEVENTS%2FFMEA-ANNUAL-CONFERENCE)
2FWWW.PUBLICPOWER.COM%2FEVENTS%2FFMEA-ANNUAL-CONFERENCE)

AGENDA

July 16	
1:00 PM - 5:00 PM	Registration Desk Open
3:00 PM - 4:30 PM	Pre-Conference Seminar *(free of charge but registration required)*
5:30 PM - 6:30 PM	Networking Reception for Colleagues & Sponsors
July 17	
7:00 AM - 5:00 PM	Registration Desk Open
7:30 AM - 8:30 AM	FMPA Board of Directors Continental Breakfast
8:30 AM - 9:30 AM	FMPA Board of Directors Continental Breakfast *(or immediately following FMPA BOD meeting)*
10:30 AM - 12:30 PM	FMEA Board of Directors Meeting & Lunch
1:00 PM - 1:30 PM	Ice Cream Social
1:30 PM - 4:30 PM	General Session
6:00 PM - 7:30 PM	Reception Honoring Appointed & Elected Officials
July 18	
7:30 AM - 4:00 PM	Registration Desk Open
7:45 AM - 8:30 AM	Continental Breakfast
8:30 AM - 12:00 PM	General Session
12:00 PM - 1:30 PM	Luncheon
2:00 PM - 4:00 PM	Three Concurrent Breakout Sessions
6:30 PM - 7:00 PM	Reception
7:00 PM - 9:00 PM	Annual Banquet

FOR MORE INFORMATION:



Nicole S. Albers
Public Affairs Manager
FMEA

Thank you to all of our sponsors for their continued support of the Florida Public Power community!

Diamond Sponsor

BURNS & McDONNELL. (https://hubs.ly/H0hd3_g0)

FLORIDA RENEWABLE PARTNERS

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GENESYS™ (http://www.genesys.com/)

POWER CORPORATION OF AMERICA (https://www.pcapower.com/)

Silver Sponsors

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ECF ENGINEERING CONSULTANTS (http://www.ecfconsultants.com/)

POWER ENGINEERS (https://www.powereng.com/)

Stanley Consultants (https://www.stanleyconsultants.com/)

WELLS FARGO (https://www.wellsfargo.com/com/industry/energy/?linkLoc=fn)

Bronze Sponsors

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Osmose. (https://www.osmose.com/)

Purvis Gray & Company (http://www.purvisgray.com/)

S&C (https://www.sandc.com/)

SPIEGEL & MCDIARMID LLP (http://www.spiegelmcd.com/)

CONTACT

PO Box 10114
Tallahassee, Florida 32302
United States

850.224.3314

(https://www.facebook.com/floridapublicpower)

(https://twitter.com/flpublicpower)

(https://www.linkedin.com/company/florida-municipal-electric-association/)

(/contact-us)

RESOURCES

Florida Electric Bill Comparisons (/electric-bill-comparisons)

FMEA Headline News (/fmea-headline-news)

Lineman Assistance Fund (/lineman-assistance-fund)

FMEA Staff (/fmea-staff)

FMEA Youtube Channel (https://www.youtube.com/user/FloridaPublicPower)

FLORIDA S PUBLIC POWER UTILITIES

Florida's 33 municipal electric utilities, combined, are the third largest electric provider in the state, serving 14 percent of Florida's customers. Florida's public power utilities serve more than 1.4 million customer accounts and are a statewide employment leader with 5,400+ employees.

Affiliate of: AMERICAN PUBLIC POWER ASSOCIATION (https://www.publicpower.org/) (https://fmpa.com/)

ASSOCIATION MANAGEMENT SOFTWARE (HTTP://WWW.NOVIAMS.COM)

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Google Maps

100 U.S. 1, Fort Pierce, FL to 100 U.S. 1, Fort Pierce, FL

Drive 296 miles, 5 h 39 min

2019 FMEA ANNUAL CONFERENCE

100 US-1

Fort Pierce, FL 34950

Take FL-70 W, FL-78 W, FL-80 W and I-75 S to Coconut Rd in Estero

2 h 45 min (144 mi)

1. Head northwest on N 4th St toward Avenue A

272 ft

2. Turn left at the 1st cross street onto Avenue A

0.2 mi

3. Turn left onto N 7th St

72 ft

4. Turn right onto FL-68 W/Orange Ave

3.3 mi

5. Turn left onto S Jenkins Rd

1.3 mi

6. Turn right onto Graham Rd

1.0 mi

7. Turn left onto FL-713 S

1.1 mi

8. Turn right onto FL-70 W
   - Pass by Subway (on the left in 30.7 mi)

30.9 mi

9. Use the left 2 lanes to turn left onto US-441 S/US-98 S/S Parrott Ave
   - Continue to follow US-441 S/US-98 S
   - Pass by Pizza Hut (on the right in 1.8 mi)

3.1 mi

10. Turn right onto FL-78 W

34.2 mi

11. Turn right onto US-27 N

4.0 mi

12. Turn left onto FL-78 W

14.8 mi

13. **Turn left onto FL-29 S/FL-78 W**
    - Continue to follow FL-29 S
    - Pass by Little Caesars Pizza (on the left in 3.9 mi)

    4.0 mi

14. **Turn right onto FL-80 W/W Hickpochee Ave**
    - Pass by McDonald's (on the left)

    24.3 mi

15. **Use any lane to merge onto I-75 S via the ramp to Naples**

    17.3 mi

16. **Take exit 123 toward Estero**

    0.4 mi

17. **Merge onto Corkscrew Rd**

    2.0 mi

18. **Use the left 2 lanes to turn left onto S Tamiami Trail**

    2.3 mi

Drive to Coconut Rd

4 min (1.7 mi)

19. **Turn right onto Coconut Rd**

    1.6 mi

20. **Continue straight to stay on Coconut Rd**

    0.1 mi

2 h 49 min (146 mi)

5001 Coconut Rd
Bonita Springs, FL 34134

Follow Coconut Rd to S Tamiami Trail

4 min (1.7 mi)

21. **Head east toward Coconut Rd**

    436 ft

22. **Continue onto Coconut Rd**

    1.6 mi

Take I-75 N to FL-80 E. Take exit 141 from I-75 N

25 min (22.2 mi)

23. **Use the left 2 lanes to turn left onto S Tamiami Trail**

    2.3 mi

24. Turn right onto Corkscrew Rd

2.1 mi

25. Turn left onto the Interstate 75 N ramp to Tampa

0.4 mi

26. Merge onto I-75 N

17.0 mi

27. Use the right 2 lanes to take exit 141 to merge onto FL-80 E toward La Belle

0.4 mi

Continue on FL-80 E to Glades County

44 min (38.1 mi)

28. Merge onto FL-80 E

Pass by McDonald's (on the right in 24.0 mi)

24.1 mi

29. Turn left onto FL-29 N/Bridge St

Continue to follow FL-29 N

14.0 mi

Follow US-27 N and FL-70 E to US-1 N in Fort Pierce

1 h 37 min (88.5 mi)

30. Turn left onto US-27 N

20.0 mi

31. Turn right toward FL-70 E

138 ft

32. Slight right onto FL-70 E

Pass by Wendy's (on the right in 31.6 mi)

64.3 mi

33. Continue straight onto FL-70 E/Virginia Ave

2.6 mi

34. Use the left 2 lanes to turn left onto US-1 N

Pass by Sherwin-Williams Paint Store (on the right in 0.2 mi)

0.3 mi

35. Continue onto US-1 N

Destination will be on the right

1.3 mi

2 h 50 min (150 mi)

100 US-1

Fort Pierce, FL 34950

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

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

Meeting Date: 06/17/2019

Re: MOU with FPUA for Broadband Smart Neighborhood

SUBJECT:

Approval of Memorandum of Understanding between the City of Fort Pierce, St. Lucie County, Allegany Franciscan Ministries and Fort Pierce Utilities Authority to provide free broadband access within a targeted area of the Lincoln Park community.

SUMMARY:

The City of Fort Pierce intends to enter into an agreement with Board of County Commissioners, Fort Pierce Utilities Authority, and Allegany Franciscan Ministries, to provide free broadband access, through a phased project wtihin a targeted area of the Lincoln Park community. A Memorandum of Understanding draft hasbeen reviewed by each party and has been approved as to form and correctness.

RECOMMENDATION:

Enter into Memorandum of Understanding

ALTERNATIVES:

Do not enter into Memorandum of Understanding

RESPONSIBLE STAFF:

Caleta Scott, Manager, Grants Administration Manager
Johnna Morris, Director of Finance

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2019
Amount: 200000

OTHER INFORMATION:

The Director of Finance will identify funding for this opportunity.

Attachments

MOU Smart Neighborhood

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/06/2019 09:21 AM
City Manager	Nick Mimms	06/10/2019 05:19 PM

Form Started By: Caleta Scott
Started On: 05/20/2019 04:35 PM
Final Approval Date: 06/10/2019

MEMORANDUM OF UNDERSTANDING
SMART NEIGHBORHOOD INITIATIVE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the County), **CITY OF FORT PIERCE**, a Florida Municipal Corporation (the City), **FORT PIERCE UTILITIES AUTHORITY**, a municipal authority created by the Charter of the City of Fort Pierce, FL (FPUA), and **ALLEGANY FRANCISCAN MINISTRIES, INC.,** a Florida Not For Profit Corporation (AFMFL).

WHEREAS, the parties seek to create a Smart Neighborhood Initiative to promote revitalization for long-term business growth and job creation by providing high speed communication connectivity to enhance the quality of life in our community; and

WHEREAS, AFMFL through its Common Good Initiative is working with the community residents and stakeholders of Lincoln Park and Fort Pierce to develop strategies that support quality jobs and livable wages, safe and healthy neighborhoods and build community capacity and make investments that lead to positive outcomes for the people and businesses in the neighborhood; and

WHEREAS, Smart Cities are connected urban environments that support the use of wireless devices and networks to collect real-time data, automate services, improve response times, and measure performance in an effort to promote more efficient governance, maintain sustainable, innovative, and thriving communities; and

WHEREAS, in recognition of society's evolution towards a digital, connected, and increasingly urbanized society, communities like the City are embracing the "Smart City" concept as a means to apply technology and data analytics to identify and tackle urban issues; and

WHEREAS, the implementation of such Smart City technologies and services will create a "Smart Neighborhood" and provide long-term residential and business internet access which will enhance the quality of life and desire to live and work in the City; and

WHEREAS, FPUA currently offers such communication services and technologies through FPUAnet that can help achieve these goals; and

WHEREAS, the availability of internet connectivity is one of the most important utilities to business tenants, and the Smart Neighborhood Initiative will empower landlords to promote their buildings' internet connectivity and infrastructure to tenants and prospective tenants, and FPUA can provide connectivity help ensure any new and existing business venture or re-development is tech-forward and ready for the next generation of business tenants.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROJECT SCOPE AND WIRELESS SERVICES**

The parties agree to work together on the Smart Neighborhood Initiative as the first step in creating a Smart Community and evolving the City of Fort Pierce into a Smart City. The Smart Neighborhood Initiative will provide a high speed fiber optic loop (the "Fiber Loop") and wireless connectivity to the "Project Area," which is bordered by Avenue D to the north, Orange Avenue to the south, 7th Street to the east, and 25th Street to the west, as outlined in "Exhibit A."

2. **PROJECT TIMELINE**

This Smart Neighborhood Initiative is anticipated to be a three-year project commitment that will be accomplished in three phases.

Phase 1 - Fiber Loop Installation

- Completion of an engineering design study and review (Engineering Study).
- Installation of the Fiber Loop infrastructure for the Project Area.
- The target for completion of Phase 1 is within 18 months of the Effective Date.

Phase 2 - Business Corridor Wireless

- Installation of wireless connectivity infrastructure in the business corridor around the perimeter of the Project Area.
- The target for completion of Phase 2 is within 24 months of the Effective Date.
- Following completion of Phase 2, FPUA agrees to provide Business Wireless internet access at low or no cost within the coverage area. FPUA may in its sole discretion set Business Wireless rates that are at or below the market rate for such services in the local area.

Phase 3 - Residential Wireless

- Installation of wireless connectivity infrastructure for residential service within the remainder of the Project Area.
- The target for completion of Phase 3 is within 36 months of the Effective Date.
- Following completion of Phase 3, FPUA agrees to provide Residential Wireless internet access at low or no cost within the coverage area. FPUA may in its sole discretion set Residential Wireless rates that are at or below the market rate for such services in the local area.

3. **PROJECT ADMINISTRATION AND OWNERSHIP**

FPUA will be the administrator for the Smart Neighborhood Initiative, and shall have the authority to initiate and carryout the tasks necessary to complete the project in a timely and efficient manner without the need for further approval by the parties or a party. The forgoing notwithstanding, nothing in this MOU shall prevent or restrict the City or County from carrying out their respective duties and regulatory responsibilities as required by law or ordinance, and FPUA shall be responsible for obtaining the necessary permits, approvals

and acceptance from applicable local, state and federal governmental authorities with jurisdiction over Project Area. As administrator of the project, FPUA will coordinate all aspects of the project including the system design, development, installation and deployment of the infrastructure and equipment, coordination of funding expenditures, and the operational rollout of the system(s). FPUA shall have the authority to award contracts for the design, construction, permitting and installation of the infrastructure and system(s). FPUA shall invoice the parties to this MOU for payment or reimbursement according to the project funding obligations and milestones outlined in this MOU, and the parties agree to pay such invoices within forty-five (45) days of the receipt of the invoice. Any funds paid by the parties and received by FPUA shall be used exclusively for the Smart Neighborhood Initiative, and in the event this MOU is terminated as described herein prior to completion of Phase 3, or if the project otherwise fails to be completed for any reason, FPUA shall refund the remaining funds to the parties pro-rata based on the parties' actual payment contributions, less FPUA's reasonable administrative costs directly related to the project. At all times, during construction and after the project is complete FPUA shall retain sole ownership of the infrastructure and related systems that are the subject of this MOU, and shall be responsible for the operations and maintenance of such systems.

4. **PROJECT FUNDING SOURCES AND MILESTONES**

Phase 1 - Fiber Loop Installation:	$ 600,000
Phase 2 - Business Corridor Wi-Fi:	$ 300,000
Phase 3 - Residential Area Wi-Fi:	$ 300,000
Bandwidth Requirements:	$ 50,000
Total Project Cost:	**$1,250,000**

- **FPUA** **$600,000** (48% of total)
  - 2019 $50,000 Start of Phase 1 - Engineering Study
  - 2020 $200,000 Phase 1 - Fiber Loop Installation
  - 2021 $200,000 Start of Phase 2 – Business Corridor Wi-Fi
  - 2022 $150,000 Start of Phase 3 – Residential Wi-Fi

- **AFMFL** **$400,000** (32% of total)
  - 2019 $200,000 Upon completion of the Engineering Study
  - 2020 $200,000 Start of Phase 2 – Business Corridor Wi-Fi

- **City** **$200,000** (16% of total)
  - 2019 $200,000 Upon completion of the Engineering Study

- **County** **$50,000** (4% of total)
  - 2019: $50,000 Upon completion of the Engineering Study or October 1, 2019, whichever is later

5. **TERM**

The parties agree that this MOU shall become effective, and their obligations for funding and otherwise as described herein shall begin, on the date of final approval and execution of this MOU by all parties (the Effective Date). This MOU shall remain in effect through the completion of Phase 3 which is anticipated to be completed within thirty-six (36) months from the Effective Date. This agreement may be terminated (i) by mutual agreement of all parties, (ii) by any party following the completion of the Engineering Study if the Total Project Cost is estimated to exceed the amount in Section 4 above, unless one or more of the parties agree to increase their funding obligation to meet the additional cost, or (iii) by any party if the project fails to go forward within twenty-four (24) months following the Effective Date. For the purposes of this paragraph "go forward" shall be defined as any of the following: (i) the issuance of any permit required for the project, (ii) the start of Fiber Loop installation, or (iii) the expenditure by FPUA of more than $50,000 towards the project.

6. **ENTIRE AGREEMENT**

This MOU and the attachments hereto represents the entire understanding and agreement between the parties with respect to the subject matter, and supersedes any prior discussions, negotiations, understandings, and representations, whether oral or written, made by the parties. The provisions of this MOU may not be amended, altered or changed except in a writing signed by the parties.

7. **ASSIGNMENT**

Except as described herein, no party may assign their rights or obligations under this MOU without the written consent of the other parties which shall not be unreasonably withheld. Any attempted assignment without the prior written consent of all parties shall be ineffective and shall have no force or effect.

8. **FURTHER ASSURANCES; FORCE MAJEURE**

The parties hereby agree from time to time to execute and deliver such further and other transfers, assignment and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this MOU. No party shall be held responsible for any delay or failure in performance under this MOU to the extent that such delay is caused by events or circumstances beyond the party's reasonable control.

9. **BINDING EFFECT; NO THIRD PARTY RIGHTS**

This MOU shall be binding upon, and inure to the benefit of, and be enforceable by and against the parties and their respective legal representatives, successors and permitted assigns. Nothing in this agreement is intended to affect, create or provide any right, interest or benefit to any person or entity that is not a party hereto, and nothing in this agreement shall be construed to create any third-party rights or benefits.

10. **NOTICES**

All notices, requests, consents and other communications required or permitted under this MOU shall be in writing and delivered via hand delivery, sent by messenger or common courier service, sent by email, or by U.S. mail (postage paid), with proof of delivery confirmation, addressed to:

TO ST. LUCIE COUNTY
St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

WITH A COPY TO:
St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

TO THE CITY OF FORT PIERCE
City of Fort Pierce City Manager
100 North U.S. Highway One
Fort Pierce, FL 34950

WITH A COPY TO:
City Attorney
100 North U.S. Highway One
Fort Pierce, FL 34950

TO FORT PIERCE UTILITIES AUTHORITY
Fort Pierce Utilities Authority Director
206 South 6th Street
Fort Pierce, FL 34950

WITH A COPY TO:
Fort Pierce Utilities Authority Attorney
206 South 6th Street
Fort Pierce, FL 34950

TO ALLEGANY FRANCISCAN MINISTRIES
Allegany Franciscan Ministries- PB Region
301 Clematis St. #3000
West Palm Beach, FL 33401

WITH A COPY TO:
Allegany Franciscan Ministries-Central
33920 U.S. Highway 19 North, Ste.269
Palm Harbor, FL 34684

or to such other address as the party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered on the date the party received the notice as shown by the proof of delivery. Whenever any party hereto is required to give its approval or disapproval to any matter contained herein, such approval or disapproval shall be given within twenty (20) calendar days from receipt of written requests for approval or approval shall be deemed to be granted by that party.

11. **HEADINGS**

The headings contained in this MOU are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of its terms.

12. **INTERPRETATION; WAIVER**

If any provision of this MOU is found to be illegal, void or unenforceable, the remaining provisions shall remain in force and shall be interpreted to give full effect to the parties' intent. Any failure or delay by a 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 a person authorized to bind the party.

13. **INDEPENDENT CONTRACTORS**

The parties agree that they are independent entities and that no party shall be deemed to be an agent, member, employee, partner, joint venturer or legal representative of any other party. Except as expressly provided herein, no party shall have the authority to assume or create any obligation or commitment on behalf of any other party whatsoever. To the extent that any party is performing services hereunder, such services shall be considered to be that of an independent contractor and that party shall have sole independent control, supervision and responsibility over its employees, agents, subcontractors or legal representatives.

14. **GOVERNING LAW; VENUE**

This MOU and all transactions contemplated herein shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to any conflict of law principles. Venue for any action related to this MOU shall be in the State and Federal Courts in Fort Pierce, Florida.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates written below:

ATTEST:

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
County Attorney

ATTEST:

_____
City Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
City Attorney

[additional signatures on the following page]

ATTEST:

_____
Secretary

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

ATTEST:

_____
Secretary/Director

ALLEGANY FRANCISCAN MINISTRIES, INC.

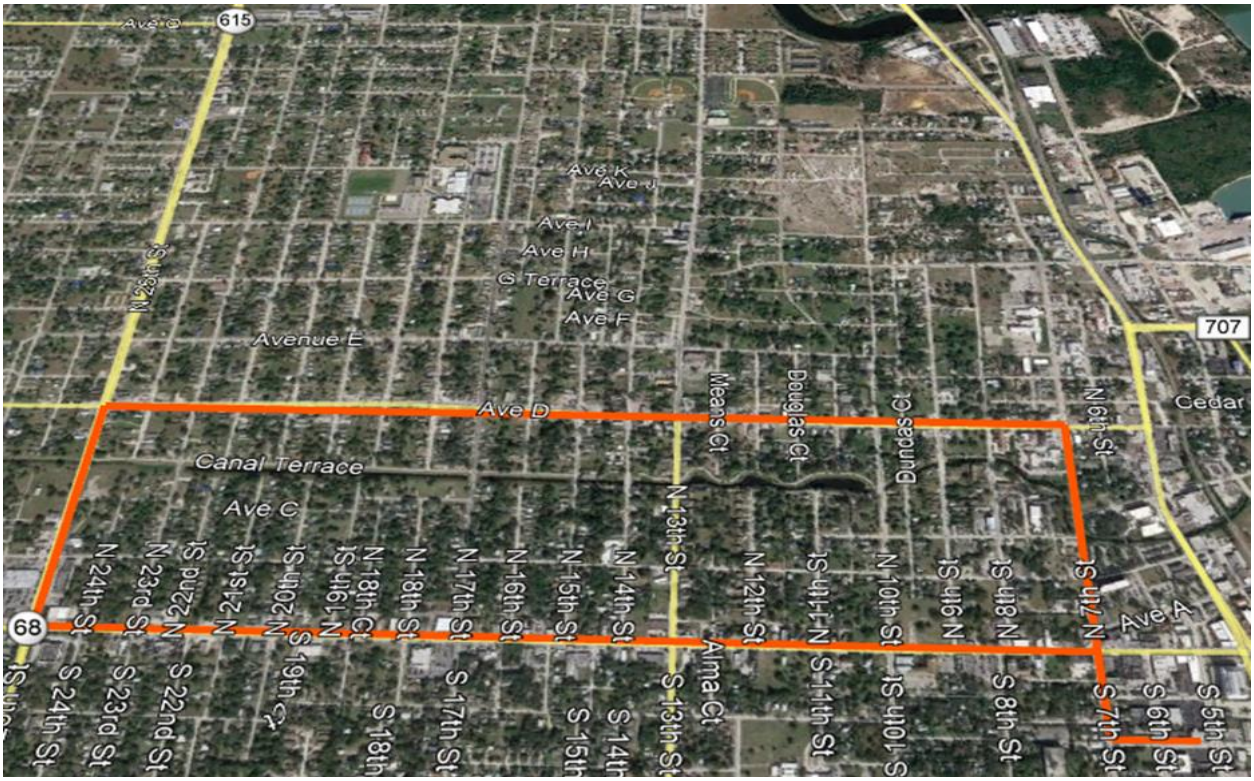
BY: _____
President, CEO

DATE: _____

(SEAL)

Exhibit A

The Project Area is bordered by Avenue D to the north, Orange Avenue to the south, 7th Street to the east, and 25th Street to the west as shown in orange on the map below:



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

Meeting Date: 06/17/2019

Re: Case #16-1310 - 2108 Barcelona Avenue

Submitted For: Shaun Coss, Building Dept. Coordinator, Building

SUBJECT:

Request to reduce building violation lien in the amount of $52,440.00 against 2108 Barcelona Avenue, Ft. Pierce, FL 34946 - Parcel ID Number: 1443-701-0188-000-6 owned by John Howard, 2108 Barcelona Avenue, Ft Pierce, FL 34946 to $804.72 payable in 60 days.

SUMMARY:

Mr. Howard works out of town and is rarely home. Due to his financial situation, his original request was to have all expenses waived. However, he was agreeable to the recommended reduction. This case is coming before you again since Mr. Howard missed the original deadline for the reduced amount to be paid. He is therefore making a second request for the reduction to be approved.

RECOMMENDATION:

The Special Magistrate heard the property owner's request and recommends that the City Commission reduces the lien to $804.72 payable in 60 days. The settlement amount represents the administration costs as follows:

Hard Costs (postage, filing fees/photos)	$ 54.72
Case Processing (months open/inspections)	Waived
Hearing costs	$ 500.00
City Commission Hearing	$ 250.00

ALTERNATIVES:

Deny the request.
Make alternative recommendations.

RESPONSIBLE STAFF:

Elizabeth Beck, Building Department Assistant

COORDINATED WITH:

Shaun Coss, Building Department Coordinator

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2019
Account: Enterprise
Amount: 804.72

OTHER INFORMATION:

$804.72 to the Enterprise fund

Attachments

Request for Reduction
Memo to City Manager
Lien Reduction Criteria - 7 items
Admin Cost Estimate
Property Card

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	06/03/2019 06:26 PM
City Manager	Nick Mimms	06/10/2019 05:19 PM

Form Started By: Elizabeth Beck Started On: 06/03/2019 09:45 AM
Final Approval Date: 06/10/2019

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF BUILDING VIOLATION FINES / LIENS

Date: 4-16-19					
Property address:	2108 Barceloan, Ave				
Owner(s) of record:	John Howard				
Mailing address:	2108 Barceloan, Ave				
Property tax ID #:	1433-701-0188-000-6				
Original purchase date	10-13-11	Original purchase price:			
Property is used for:	☑ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	John Howard	Relationship to owner(s)			
Telephone #:	772-359-2312	Mobile phone #:			
E-mail:	Truck 71 Driver@gma	Preferred contact method:	Either		
What are owner(s) intentions for property:	Single Family				
Are there current code violations?	☐ No	☑ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price		

AMOUNT OF FINE / LIEN $ 52,440.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $ _____

DOLLAR AMOUNT I AGREE TO PAY $ 804.72

John Howard
Signature of Owner or Representative

4-16-19
Date

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

REQUEST FOR REDUCTION OF PENALTY FOR BUILDING VIOLATIONS

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. For building violation liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Elizabeth Beck (772-467-3718) for cost / fees breakdown.
8. 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.
9. Return this form, the application and any other pertinent documentation to the Building Department.
10. Requests for Reduction / Rescindment of building violation liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 2108 Barcelona, Ave

Property Owner: John Howard

Mailing Address: 2108 Barcelona, Ave

Telephone #: _____ Cell Phone #: 772-359-2312

E-Mail Address: Truck21Driver@Gmail

Is the property in compliance? Yes If not, please explain in the narrative of your request.

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	7108 Barcelona Ave

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.

John Howard — Signature of Owner or Representative

4-16-19 — Date

COFP – APPLICATION PROCESS DETERMINATION

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

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

Shaun Coss, Building Department Coordinator

4-16-19 — Date

I, John Howard, 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:

Signed: John Howard Date: 4-16-19

Print Name: John Howard

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority John Howard 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 _____ as identification.

SWORN TO AND SUBSCRIBED before me this 16th day of April, 2019.

Notary Public, State of Florida

CESAR DEL CARMEN FLORES JR
MY COMMISSION EXPIRES 06-03-2022
NOTARY PUBLIC
COMM. # GG 224133
STATE OF FLORIDA

Rule 17: Requests for Reduction of Liens.

A. A respondent may request a reduction of a lien otherwise imposed by the City to the Department, after the original violation is in compliance and the Department has issued an affidavit of compliance. No such request shall be made until after the date originally set for compliance has passed and the property is already under penalty. Any request for reduction of lien shall be made in writing to the Department and shall state reasons why a reduction of the Lien should be considered. The request should include a description of any supporting documentation which should be considered in furtherance of such request.

B. If any of the following conditions are met, the Department has the authority to process a lien reduction request and issue a Release of Lien:

(1) The amount of settlement for a property zoned residential with less than four (4) dwelling units is $5000 or more and is payable in less than 30 days.

(2) The amount of the settlement for a property either zoned residential with four (4) or more dwelling units, zoned commercial or zoned industrial is $10,000 or more and is payable in less than 30 days.

(3) The settlement is based upon the receipt of excess tax sale proceeds that have been received by the City and respectively cover the administrative costs incurred.

The Department shall forward the request to the Special Magistrate or Code Enforcement Board if additional review is required, if a hearing is specifically requested or in the best interest of the City. The Department and Requestor may enter into an agreement to settle the Lien reduction. Any written agreement between the requesting party and the Department to settle the lien reduction shall constitute a waiver of hearing by the Special Magistrate or Code Board by both parties.

C. If the request does not meet the criteria outlined in Section (b), the Department has determined the request requires additional review, or the requesting party chooses to not waive his or her right to a hearing, the Department shall schedule a hearing on the request before the Special Magistrate or Board, with notice to the respondent. After hearing both sides, the Special Magistrate shall make a determination, or the Board shall adopt a motion, that the request for reduction of the lien be denied, granted, or granted with conditions. The determination will be based upon evidence, upon consideration of the following criteria:

(1) The gravity or seriousness of the violation;

(2) Any and all actions taken by the violator to correct the violations or, if the violation was not corrected by the original violator, what action was taken

by any other owner or party in interest to bring the property into compliance;

(3) The length of time necessary to bring the property into compliance;

(4) The number of times the violator was previously found in violation by either the Code Enforcement Board, Special Magistrate, 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 the final disposition of each such notice;

(6) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship.

(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.

D. If the Special Magistrate only determines that the request for reduction be approved and the following conditions are met, they may order the Department, once payment is received and any other conditions are met, to issue a Release of Lien:

(1) The amount of settlement for a property zoned residential with less than four (4) dwelling units is $3,000 or more and is payable in less than 6 months.

(2) The amount of the settlement for a property either zoned residential with four (4) or more dwelling units, zoned commercial or zoned industrial is $7,500 or more and is payable in less than 6 months.

The Special Magistrate or Code Enforcement Board may, at its discretion, forward the request to the Commission if they feel additional review is required or in the best interest of the City.

E. If the Special Magistrate or the Board determines that the request for reduction be approved but the request does not meet the criteria outlined in Section (d), the determination is to deny the request, or additional review is required, they shall forward their recommendation to the City Commission for a final determination.

F. Any recommendation for waiver or reduction may include further recommendation that the reduction be conditioned upon payment of the reduced amount within a specified period of time. Failure to pay the reduced amount within that time period will result in the lien reverting to the original amount.

G. There shall be established an administrative fee of $250.00 for any requests for mitigation of a code enforcement lien that must be heard by the City Commission. Such fee may be imposed after consideration by the City

Commission. This fee shall not apply to special assessment reduction requests.

H. The Department has the authority to mitigate in part or in full only the administration fees that have been assessed by the Department for Special Assessment Liens imposed for nuisance abatement actions. The Department shall have no authority to mitigate the interest, penalties or Special Assessment liens imposed for Nuisance Abatement actions.

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nick Mimms, City Manager

FROM: Elizabeth Beck, Building Department Administrative Assistant

SUBJECT: **BUILDING DEPARTMENT LIEN REDUCTION**
2108 Barcelona Avenue

DATE: March 19, 2019

The following is a breakdown of the above property:

	Costs(Enterprise Fund)	Interest & Penalties	Administrative Fees
CASE # 16-1310	$52,400.00	$.00	$40.00
CC Admin. Fee			250.00
TOTAL	$52,400.00	$.00	$290.00

CAN BE WAIVED (ALL COSTS) $52,690.00

LIEN REDUCTION HEARING
CONTESTING OF FINE/NON-COMPLIANCE

Case No: 16-1310 **Address: 2108 Barcelona Avenue**

1.) The gravity or seriousness of the violation:	**MODERATE**
2a.) Any and all actions taken by the violator to correct the violations; OR	**OBTAINED PERMITS, COMPLETED ALL WORK AND OBTAINED APPROVAL FOR REQUIRED INSPECTIONS**
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:	**2 YEARS AND 5 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:	**NONE**
5.) The number of violation notices the violator has received in the past, as well as their nature and final disposition of each notice:	**NONE**
6.) Whether or to what extent there are extenuating factors preventing timely compliance, such as unavoidable personal hardship:	**OWNER'S WORK SCHEDULE**
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**

Administrative Cost Estimator

10/31/2018

Property Address: 2108 BARCELONA AVE CASE # 16-1310

Date case originated: 5/23/2016

Date case complied: 10/1/2018

Total time: 28 months

Number of Hearings

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

Mailing Expense			
Regular 1st Class:	$0.44	8 9	$3.52
Certified Mail:	$5.10	2	$10.20
Photographs (per page)	$0.50	2	$1.00
Filing Fees	$10.00	4	$40.00
Months Open	$50.00	28	$1,400.00
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	1	$150.00
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:	**$2,204.72**

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

Property Identification

Site Address: 2108 BARCELONA AVE
Sec/Town/Range: 33/34S/40E
Map ID: 14/33S
Zoning: RS-4

Parcel ID: 1433-701-0188-000-6
Account #: 11736
Use Type: 0100
Jurisdiction: Fort Pierce

Ownership

John Howard
2108 Barcelona Ave
Fort Pierce, FL 34946



Legal Description

PARADISE PARK BLK 10 LOT 18 (OR 3331-2928)

Current Values

Just/Market Value:	$45,000
Assessed Value:	$34,282
Exemptions:	$25,000
Taxable Value:	$9,282

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Total Areas

Finished/Under Air (SF):	1,288
Gross Sketched Area (SF):	1,624
Land Size (acres):	0.19
Land Size (SF):	8,100

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 13, 2011	3331 / 2928	0001	WD	Johns Dexter B	$18,000
Apr 27, 2008	2968 / 2632	XX01	QC	Roberts Beatrice M	$100
Jan 1, 1900					$0

Building Information (1 of 1)

Finished Area: 1,288 SF

Gross Sketched Area: 1,624 SF

Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Gable
Building Type: HD+	Year Built: 1971	Frame:
Grade: D+	Effective Year: 1971	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 3	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 2	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Terrazo
A/C %: 100%	Heated %: 100%	Sprinkled %: 0%

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

Meeting Date: 06/17/2019

Re: Approval of Specific Authorization No. 2 to Brothers Construction for the Moores Creek Boat Ramp Replacement

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of Specific Authorization No. 2 to Brothers Construction, Inc. for marine design and construction services to rehabilitate the Moore's Creek Boat Ramps in the amount of $221,660.00.

SUMMARY:

Request approval of Specific Authorization No. 2 to Brothers Construction for the rehabilitation of the Moores Creek Boat Ramps. The City has received 2 grants for the construction of the project; F.I.N.D. awarded the City a grant in the amount of $78,500.00 and FWC awarded the City a grant in the amount of $72,500.00 to apply to the design,permitting and construction costs. The City will be required to cover the additional project cost of $70,660.00 as matching funds. Staff is requesting execution of the agreement pending approval by the City Attorney as to form and correctness.

RECOMMENDATION:

Recommed approval

ALTERNATIVES:

Place the project out for bid and return grants because of time restraints.

RESPONSIBLE STAFF:

Edward Seissiger, Engineering Project Manager
Gelencia Carter, Purchasing Manager

COORDINATED WITH:

Wade Diekman, Brothers Construction, Inc
Florida Fish and Wildlife (FWC)
Florida Inland Navigation District (FIND)

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2018/19
Account:	Parks MSBU account
Amount:	$221,660.00

FISCAL IMPACT:

Two grants have been awarded:
FIND $78,500.00
FWC $72,500.00
City Matching Funds $70,660.00

Attachments

Specific Authorization No.2

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/11/2019 11:28 AM
City Manager	Nick Mimms	06/11/2019 01:59 PM
Form Started By: Ed Seissiger		Started On: 06/05/2019 03:09 PM
Final Approval Date: 06/11/2019		

City Commission Regular Meeting **11.i.**

Meeting Date: 06/17/2019

Re: Approval of the City's Maintenance of Traffic Signals Contract RFB No. 2018-052

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approval of the City's Maintenance of Traffic Signals contract RFB No. 2018-052 to Carr Construction in the amount of $155,664.00 annually.

SUMMARY:

Request approval of a contract with Carr Construction, LLC for the Maintenance of City Traffic Signals RFB No. 2018-052 in the amount of $155,664.00 annually. This is a two (2) year contract with three (3) one year renewal options. Staff is also asking for approval of $55,000.00 annually for Time/Material work not included under the maintenance contract, but governed by contract itemised pricing. Staff has negotiated the contract prices since the original bid came in above the City's budget.

RECOMMENDATION:

Recommend approval

ALTERNATIVES:

Deny approval and place the contract back out for bid.

RESPONSIBLE STAFF:

Ed Seissiger, Engineering Project Manager
Gelencia Carter, Purchasing Manager

COORDINATED WITH:

Sean Carr, Carr Construction LLC

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2018/19
Account:	001-4400-541-34-90
Amount:	155,644.00

FISCAL IMPACT:

The Maintenance contract $155,664.00/annually will come from Engineering Acct No 001-4400-541-34-90 and the Time and Materials $55,000/annually will come from Engineering Acct No. 001-4400-541-53-20

Attachments

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/06/2019 09:21 AM
City Manager	Nick Mimms	06/10/2019 05:19 PM
Form Started By: Ed Seissiger		Started On: 05/22/2019 03:30 PM
Final Approval Date: 06/10/2019		

City Commission Regular Meeting **12.a.**

Meeting Date: 06/17/2019

Re: Development Review & Design Review - Wawa - 2101 S. US Hwy 1

SUBJECT:

Quasi-Judicial Hearing - Review and approval of a Development Review and Design Review, to construct a 5,943 square foot Wawa fueling station, submitted by property owner Morris/Satnick Fort Pierce Associates, LLC and applicant Engineering Design & Construction, Inc. The subject site is approximately 1.61 acres in size and is a leased area of a much larger parcel that is 9.27 acres in size. The address is 2101 South US Highway 1. The property is currently zoned C-3, General Commercial with a Future Land Use of GC, General Commercial. The Parcel ID is: 2415-342-0001-000-8.

SUMMARY:

- In accordance with Sections 22-22, 22-31, 22-58, 22-59, and 22-73 of the City Code, the applicant is requesting the review and approval of a Site Plan and Design Review to construct a 5,943 square foot Fueling Station located at 2101 South US Highway 1.
- The proposed 5,943 square foot development will occupy space that is currently used for parking. The development, a Wawa fueling station, will be located within a leased area of the overall site.
- The proposed building is 5,943 square feet in size with sixteen fueling positions. There are thirty parking spaces that are required and the applicant is providing forty six parking spaces. Two handicap parking spaces are required and the applicant is providing three handicap spaces within the forty six parking spaces that they are providing. They will also be proving bicycle parking in accordance with City Code 22-60(f)(1)(a).
- The Planning Board at their meeting on May 14, 2019 voted 5-0 to recommend approval of the request with the two staff conditions as presented.

RECOMMENDATION:

Approval with Conditions:

1. Before a Certificate of Occupancy is issued, provide a landscape bond for all proposed landscaping pursuant to City Code 22-180.
2. A revised Landscape Plan shall be submitted with the Building Permit which addresses the sixteen (16) trees that will be substituted with other types of vegetation.

ALTERNATIVES:

Approve with Alternate Conditions
Dissapproval

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Application & Supporting Documents
Revised Landscape Plan
Aerial Map
Zoning Map
Future Land Use Map
TRC Comments
TRC Comment Response from Applicant
Public Notification Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/10/2019 05:19 PM

Form Started By: Brandon Creagan
Started On: 06/05/2019 04:53 PM
Final Approval Date: 06/10/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, P.E., City Manager

THROUGH: Rebeca Guerra, AICP, LEED-AP, CPD, Interim Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

SUBJECT: **Application for Site Plan and Design Review**
Wawa Fueling Station
2101 South US Highway 1

BOARD DATE: June 17, 2019

STAFF REPORT

Owner: Morris/Satnick Fort Pierce Associates, LLC
350 Veterans Boulevard
Rutherford, NJ 07070

Representative: R.J. Kennedy, P.E. (Engineering Design, & Construction, Inc.)
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

Applicant's Request: Approval to Construct a 5,943 Square Foot Fueling Station

Location: 2101 S. US Highway 1

Parcel ID: 2415-342-0001-000-8

Current Zoning: General Commercial Zone (C-3)

Future Land Use: General Commercial (GC)

Surrounding Zoning:

North	East	South	West
C-3	C-3	C-3	C-3

Site Size: 1.61 Acres – Proposed Lease Area

Utilities: FPUA

Staff Analysis:
Request

In accordance with Sections 22-22, 22-31, 22-58, 22-59, and 22-73 of the City Code, the applicant is requesting the review and approval of a Site Plan and Design Review to construct a 5,943 square foot Fueling Station located at 2101 South US Highway 1. The site is in front of the former K-Mart and will be adjacent to US 1 between PNC Bank and Payless Shoes. There are no plans to create an outparcel for this development by the owners of the Plaza. The fueling station would represent the first phase of the redevelopment of this plaza. The proposed 5,943 square foot development will occupy space that is currently used for parking. The development, a Wawa fueling station, will be located within a leased area of the overall site.

Design Review

The City's Design Review guidelines provide approaches to design situations that will contribute to the existing and developing character of the City. The intent of the City's design review process is not to stifle innovative architecture, but rather to assure respect for and reduce incompatible and adverse impacts on the visual experience throughout the City. This may be accomplished through respectful interpretation of vernacular building typologies and styles in proposed development. Proposed designs should take cues from traditional proportioning systems and be synonymous with a chosen style.

The fueling station's design presentation is intended to reflect the language and style associated with modern Florida vernacular architecture typified by clapboard siding, a pitched roof element, pastel colors, and front awnings. The design integrates a variety of landscaping to blend the fuel islands, store, and parking areas with the surrounding commercial corridor. The fuel island is presented with trademark "winged" gas canopy, sloping towards the right-of-way to expose the colored metal roof design. This fueling station will have the same design and look as the fueling station on 5575 Okeechobee Road.

Site & Landscaping Plan

The proposed building is 5,943 square feet in size with sixteen fueling positions. There are thirty parking spaces that are required and the applicant is providing forty six parking spaces. Two handicap parking spaces are required and the applicant is providing three handicap spaces within the forty six parking spaces that they are providing. They will also be proving bicycle parking in accordance with City Code 22-60(f)(1)(a). The Lighting Plan provided with the plans is consistent with City Code Section 22-60(j)(1)(a), which stipulates that commercial projects shall have site lights that is a minimum average of two footcandles. The site plan does provide for pedestrian cross access from the sidewalk on US Highway 1 to the front door of the building.

The Landscape Plan provides for twenty four trees, but the plan denotes that per City Code 22-187, forty trees are required to be planted onsite. Notwithstanding the above, the site is currently a parking lot with no vegetation and the addition of trees and shrubs will benefit the overall property. However, the Landscape Plan still must account for the sixteen trees that would be required to make up the total of forty trees. As there is no room on site to add additional trees, the Planning Department has worked with the applicant to find a solution to replace the sixteen missing trees with other types of vegetation.

Traffic

The traffic impact statement provided by the applicant has determined that there will be an increase of 1,144 new additional daily trips that will be generated by the proposed project. Of these trips, 92 PM peak hour trips and 96 AM peak hour trips will be dispersed onto the surrounding roadway network. The presented increase in daily trips has been stated to have no impact on the levels of service (LOS) within the project radius of the impact area.

Technical Review Committee

All affected City Departments have reviewed the proposed Applications for Development Review & Design Review and have provided conditional approval based on compliance with requirements of City Code. The comments generated from the technical review, and any responses by the applicant, have been provided.

Planning Board

The Planning Board at their meeting on May 14, 2019 voted 5-0 to recommend approval of the request with the two staff conditions as presented.

Staff Recommendation

The requested Applications for Development Review & Design Review meet the requirements of the City Code and are found to be consistent with the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requests with the following two (2) conditions.

1. Before a Certificate of Occupancy is issued, provide a landscape bond for all proposed landscaping pursuant to City Code 22-180.

2. A revised Landscape Plan shall be submitted with the Building Permit which addresses the sixteen (16) trees that will be substituted with other types of vegetation.

PARCEL ID: 2415-343-0001-000-1
ZONING: C3
LAND USE:

PROPOSED ISLAND W/ TYPE D-CURB (TYP)
PROPOSED RELOCATION OF SANITARY LINE
PROPOSED DRAINAGE PIPE (TYP)
PROPOSED BOLLARD (TYP)
APPROX. LOCATION EX. 8" VCP (TYP)
PROPOSED LOADING ZONE
PROPOSED DUMPSTER
PROPOSED BIKE RACK
APPROX. LOCATION EX. 8" VCP (TYP)
PROPOSED GREASE TRAP
PROPOSED LOADING ZONE
PROJECT BOUNDARY
PROPOSED ICE BOX
Wawa
F110 (5,943 SF)
PROJECT BOUNDARY
PARCEL ID: 2415-344-0005-000-2
ZONING: C3
LAND USE: COMMERCIAL
Refer to 2.13.E.3 on sheet L-3 for requirements on stone, fabric and metal edging for areas adjacent to building
PROPOSED ISLAND W/ TYPE D-CURB (TYP)
PROPOSED DRAINAGE PIPE (TYP)
PROPOSED BOLLARD (TYP)
PROPOSED HANDICAP STALL (TYP)
PROPOSED RAISED LANDSCAPE PLANTER (TYP)
PROPOSED WATER SERVICE
Refer to 2.12.P on sheet L-3 for requirements on stone, fabric and metal edging for area surrounding fuel tanks
PROPOSED 5' WIDE ROCK BED
PROPOSED 6'x6' VENT STACK PAD
Fire Hydrant & Fire Department Connection Clear Zone
PROPOSED E-STOP W/ (2) BOLLARDS
PROPOSED TYPE D-CURB (TYP)
FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE 30' OFFSET FOR SHADE TREES FROM OVERHEAD UTILITIES
APPROX. LOCATION EX. 12" CIP WATER MAIN
PROPOSED CONCRETE AREA
PROJECT BOUNDARY
PROPOSED 5' SIDEWALK CONNECTION
PROPOSED 2" METER & RPZ
APPROX. LOCATION EX. FIRE HYDRANT
PROPOSED FUEL PRICING SIGN
PROPOSED 4'x3' AIR MACHINE PAD W/ (2) BOLLARDS
EX. DRIVEWAY ENTRY OFF U.S. HIGHWAY 1 PROPOSED TO BE REDUCED
APPROX. LOCATION EX. 6" PVC WATER MAIN
PROPOSED TRANSFORMER PAD AND CT CABINET
APPROX. LOCATION EX. SANITARY MANHOLE
PROPOSED RAISED LANDSCAPE PLANTER (TYP)
PROPOSED SIDEWALK
PROJECT BOUNDARY
NOT INCLUDED
ONE STORY BUILDING (PAYLESS SHOES)
APPROX. LOCATION EX. 2" STEEL GAS LINE
PROPOSED 4'x3' AIR MACHINE PAD W/ (2) BOLLARDS
PARCEL ID: 2415-341-0020-000-4
ZONING: C3
LAND USE: COMMERCIAL
PROPOSED AIR SPACE, AISLE, AND ADJACENT SPACE TO BE 6" CONC
PROPOSED "AIR PUMP PARKING ONLY" SIGN
APPROX. LOCATION EX. 12" CIP WATER MAIN
U.S. HIGHWAY 1

QV 8 · MYR 60 · DIT 20 · DIT 65 · MG 5 · CHI 75 · RAI 70 · RAI 70 · LI 11 · RAI 40 · CHI 55 · CHI 140 · MAX 4

Draft

Landscape Plan

REDTAIL DG
p. 561.262.6304
todm@redtaildg.com

Seal :

SIGNATURE AND SEAL
Landscape Architect

Name : Jeffrey W. Smith, RLA

License # : LA0001635

Prepared, Reviewed & Supervised By:
Conceptual Design Group, Inc.
900 East Ocean Boulevard, Suite 130d,
Stuart, Florida 34994
(772) 344-2340 LC: 26000198

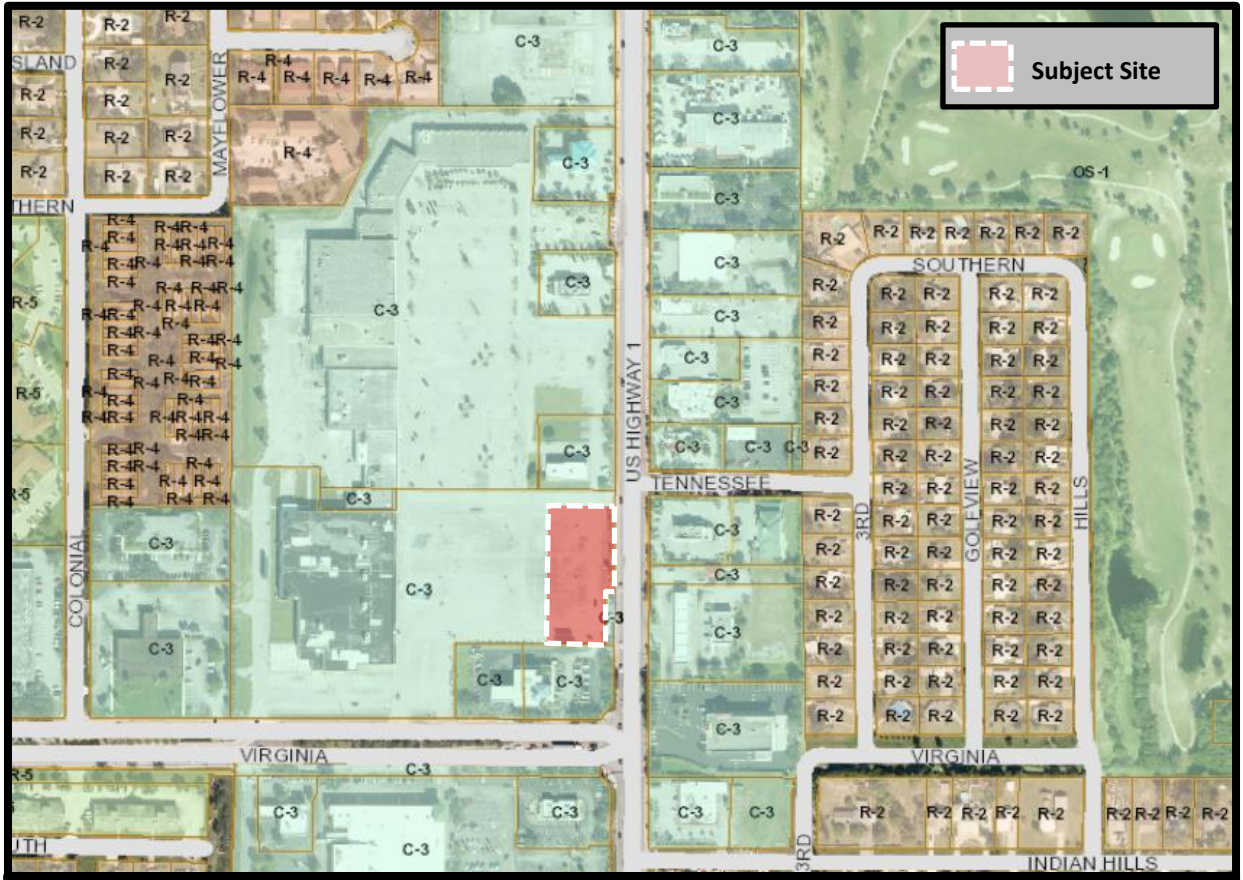
These drawings are the property of the landscape architect and are not to be used for other projects except by agreement with the landscape architect. Report any discrepancies immediately to the landscape architect.

Wawa

Gateway Plaza
City of Fort Pierce, Florida

DESIGNED:	JWS
PROJECT:	19-0204
DATE:	3-5-2019
REVISIONS:	
	4-25-2019
	5-10-2019

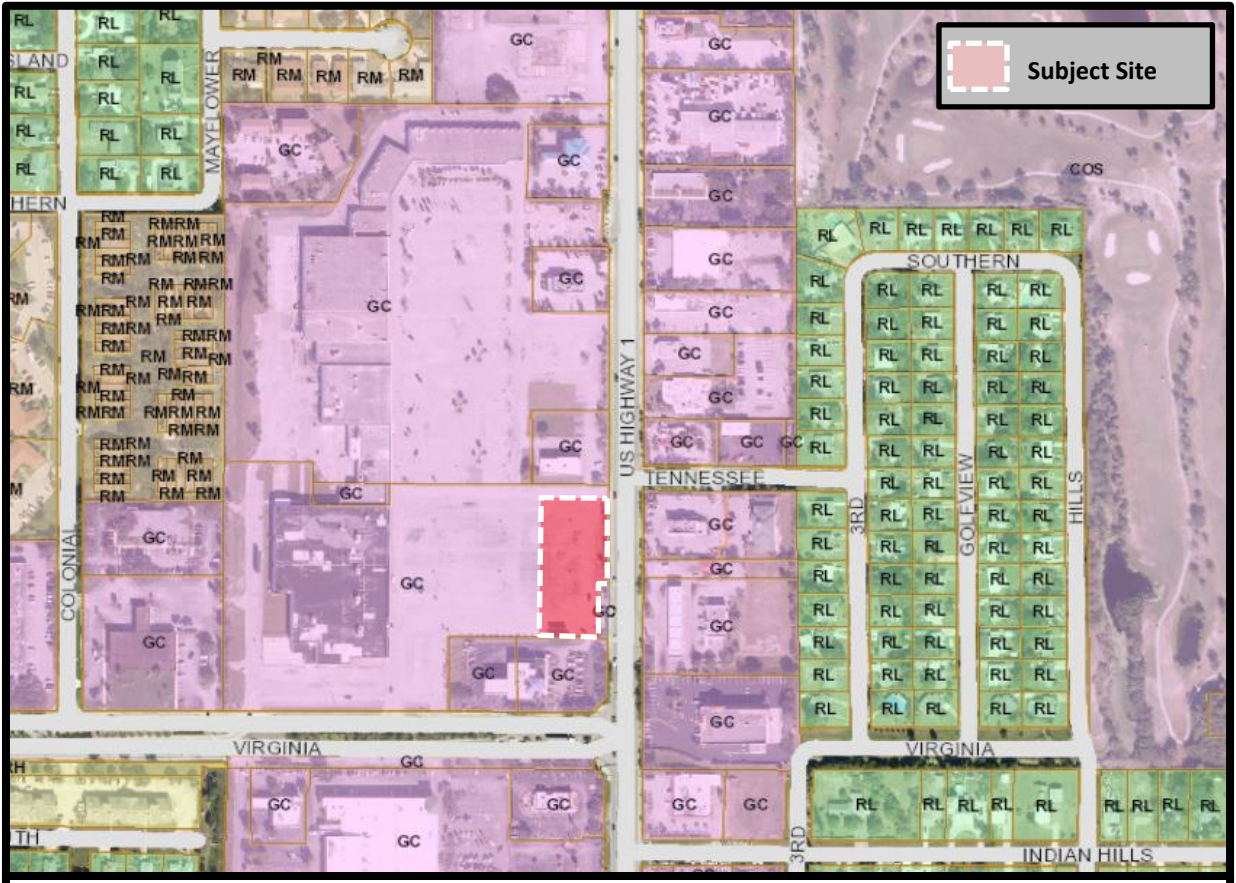
0 20' 40'
SCALE: 1"=20'



THE SUNRISE CITY
FORT PIERCE
Florida

Development Review
2101 S. US Highway 1
Zoning Map

N
W E
S



THE SUNRISE CITY
FORT PIERCE
Florida

Development Review
2101 S. US Highway 1
Future Land Use Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

April 17, 2019

R.J. Kennedy, P.E. (Engineering, Design, & Construction Inc.)
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

SUBJECT: **Gateway Plaza Wawa – 2111 S. US Highway 1**
TECHNICAL REVIEW PROJECT: # 19-07000002
DEVELOPMENT & DESIGN REVIEW

Comments:

1. All parking areas must be lit to a minimum average of 2 footcandles pursuant to City Code 22-60 (j)(1)(a). Please adjust the lighting plan to reflect this.
2. An irrigation plan will be required at the time of Building Permit pursuant to City Code 22-178(c).
3. The sidewalk along US Highway 1 must be connected with the sidewalk that leads to the front entrance. This can be achieved through additional sidewalks and or painted crosswalks across the site.

Please provide a written response to all TRC comments and provide submittal (10 hard copies/1 digital copy) of all materials by April 30, 2019 to advance to the Planning Board. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : WaWa Design Review – 2111 S. US Highway 1
TRC No. 19-07000002

DATE : April 30, 2019

This is to advise you that we have completed the review of the following documents as received by this office on April 29, 2019:

- [x] Revised Site Plan
- [x] Traffic Impact Analysis & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Site Plan
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for Site Plan comments to be addressed at time of Building Permit Application

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Provide a note on the plans that all construction shall comply with the City of Fort Pierce Code of Ordinances Sections 17 and 22.

JRA/VB/vb

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : WaWa Design Review – 2111 S. US Highway 1
TRC No. 19-07000002

DATE : April 17, 2019

This is to advise you that we have completed the review of the following documents as received by this office on April 5, 2019:

- [x] Site Plan
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [ ] Approval of Site Plan
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Provide a note on the plans that all construction shall comply with the City of Fort Pierce Code of Ordinances Sections 17 and 22.
2. Provide a traffic study in accordance with the City of Fort Pierce Code of Ordinances Section 22-217(f) for a large scale development.

JRA/VB/vb

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 4.18.19
Property Address: 2111 US Hwy. 1
Property Name:
Project Name: Wawa
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☑ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 4/17/19

Technical Review Committee meeting

April 18th, 2019

Case # 19-07000002

Development and design review

Wawa, 2111 South US-1, Ft Pierce

Comments:

Does the door that leads out to the north dumpster area have a window in it (like the south rear exit door adjacent to the dumpster? (If yes, then please disregard this comment).

I shall also presume that the door that leads from the outside to the north dumpster area will feature a locking mechanism (if yes, disregard this comment).

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

April 18, 2019

TECHNICAL REVIEW PROJECT # 19-07000002

Development & Design Review – Wawa – 2111 S. US Highway 1

Comments

FPUA W/WW Engineering: Water and sewer services are available to serve this property. Please submit 3 complete sets of utility construction plan with applicable FPUA details along with a completed commercial service application to Water and Wastewater Engineering for review, at 1701 S 37th Street Fort Pierce Florida. For more information please contact us at 772 466 1600 ext. 3474

FPUA Electric & Gas Engineering: Both electric and gas service is available to the site. Utility easement will be require for the propose FPUA facilities. Please provide AutoCad drawings, electrical plans and gas drawings (if gas service is required). Approved.
Please contact the following FPUA staff as it relate to the services:

Electric: Michael Chidgey
Engineering Tech I
1701 S. 37th Street, Fort Pierce, FL 34947
mchidgey@fpua.com
Office: (772) 466-1600 ext. 6459

Gas: Billy Dupre
Business Development Representative – Gas Operations
1701 S. 37th Street, Fort Pierce, FL 34947
bdupre@fpua.com
Office: (772) 466-1600 ext. 4705

PARCEL ID: 2415-343-0001-000-1
ZONING: C3
LAND USE:

PROPOSED ISLAND W/ TYPE D-CURB (TYP)
PROPOSED RELOCATION OF SANITARY LINE
PROPOSED DRAINAGE PIPE (TYP)
PROPOSED BOLLARD (TYP)
APPROX. LOCATION EX. 8" VCP (TYP)
PROPOSED LOADING ZONE
PROPOSED DUMPSTER
PROPOSED BIKE RACK
APPROX. LOCATION EX. 8" VCP (TYP)
PROPOSED GREASE TRAP
PROPOSED LOADING ZONE
PROJECT BOUNDARY
PROPOSED ICE BOX
Wawa
F110 (5,943 SF)
PROJECT BOUNDARY
PARCEL ID: 2415-344-0005-000-2
ZONING: C3
LAND USE: COMMERCIAL
Refer to 2.13.E.3 on sheet L-3 for requirements on stone, fabric and metal edging for areas adjacent to building
PROPOSED ISLAND W/ TYPE D-CURB (TYP)
PROPOSED DRAINAGE PIPE (TYP)
PROPOSED BOLLARD (TYP)
PROPOSED HANDICAP STALL (TYP)
PROPOSED RAISED LANDSCAPE PLANTER (TYP)
PROPOSED WATER SERVICE
Refer to 2.12.P on sheet L-3 for requirements on stone, fabric and metal edging for area surrounding fuel tanks
PROPOSED 5' WIDE ROCK BED
PROPOSED 6'x6' VENT STACK PAD
Fire Hydrant & Fire Department Connection Clear Zone
PROPOSED E-STOP W/ (2) BOLLARDS
PROPOSED TYPE D-CURB (TYP)
FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE 30' OFFSET FOR SHADE TREES FROM OVERHEAD UTILITIES
APPROX. LOCATION EX. 12" CIP WATER MAIN
PROPOSED CONCRETE AREA
PROJECT BOUNDARY
PROPOSED 5' SIDEWALK CONNECTION
PROPOSED 2" METER & RPZ
APPROX. LOCATION EX. FIRE HYDRANT
PROPOSED FUEL PRICING SIGN
PROPOSED 4'x3' AIR MACHINE PAD W/ (2) BOLLARDS
EX. DRIVEWAY ENTRY OFF U.S. HIGHWAY 1 PROPOSED TO BE REDUCED
APPROX. LOCATION EX. 6" PVC WATER MAIN
PROPOSED TRANSFORMER PAD AND CT CABINET
APPROX. LOCATION EX. SANITARY MANHOLE
PROPOSED RAISED LANDSCAPE PLANTER (TYP)
PROPOSED SIDEWALK
PROJECT BOUNDARY
NOT INCLUDED
ONE STORY BUILDING (PAYLESS SHOES)
APPROX. LOCATION EX. 2" STEEL GAS LINE
PROPOSED 4'x3' AIR MACHINE PAD W/ (2) BOLLARDS
PARCEL ID: 2415-341-0020-000-4
ZONING: C3
LAND USE: COMMERCIAL
PROPOSED AIR SPACE, AISLE, AND ADJACENT SPACE TO BE 6" CONC
PROPOSED "AIR PUMP PARKING ONLY" SIGN
APPROX. LOCATION EX. 12" CIP WATER MAIN
U.S. HIGHWAY 1

QV 8 · MYR 60 · DIT 20 · DIT 65 · MG 5 · CHI 75 · RAI 70 · RAI 70 · LI 11 · RAI 40 · CHI 55 · CHI 140 · MAX 4

Draft

Landscape Plan

REDTAIL DG
p. 561.262.6304
todm@redtaildg.com

Seal :

SIGNATURE AND SEAL
Landscape Architect

Name : Jeffrey W. Smith, RLA

License # : LA0001635

Prepared, Reviewed & Supervised By:
Conceptual Design Group, Inc.
900 East Ocean Boulevard, Suite 130d,
Stuart, Florida 34994
(772) 344-2340 LC: 26000198

These drawings are the property of the landscape architect and are not to be used for other projects except by agreement with the landscape architect. Report any discrepancies immediately to the landscape architect.

Wawa

Gateway Plaza
City of Fort Pierce, Florida

DESIGNED:	JWS
PROJECT:	19-0204
DATE:	3-5-2019
REVISIONS:	
	4-25-2019
	5-10-2019

0 20' 40'
SCALE: 1"=20'

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Wawa - Development Review & Design Review

NOTICES PROVIDED PURSUANT TO: 22-143

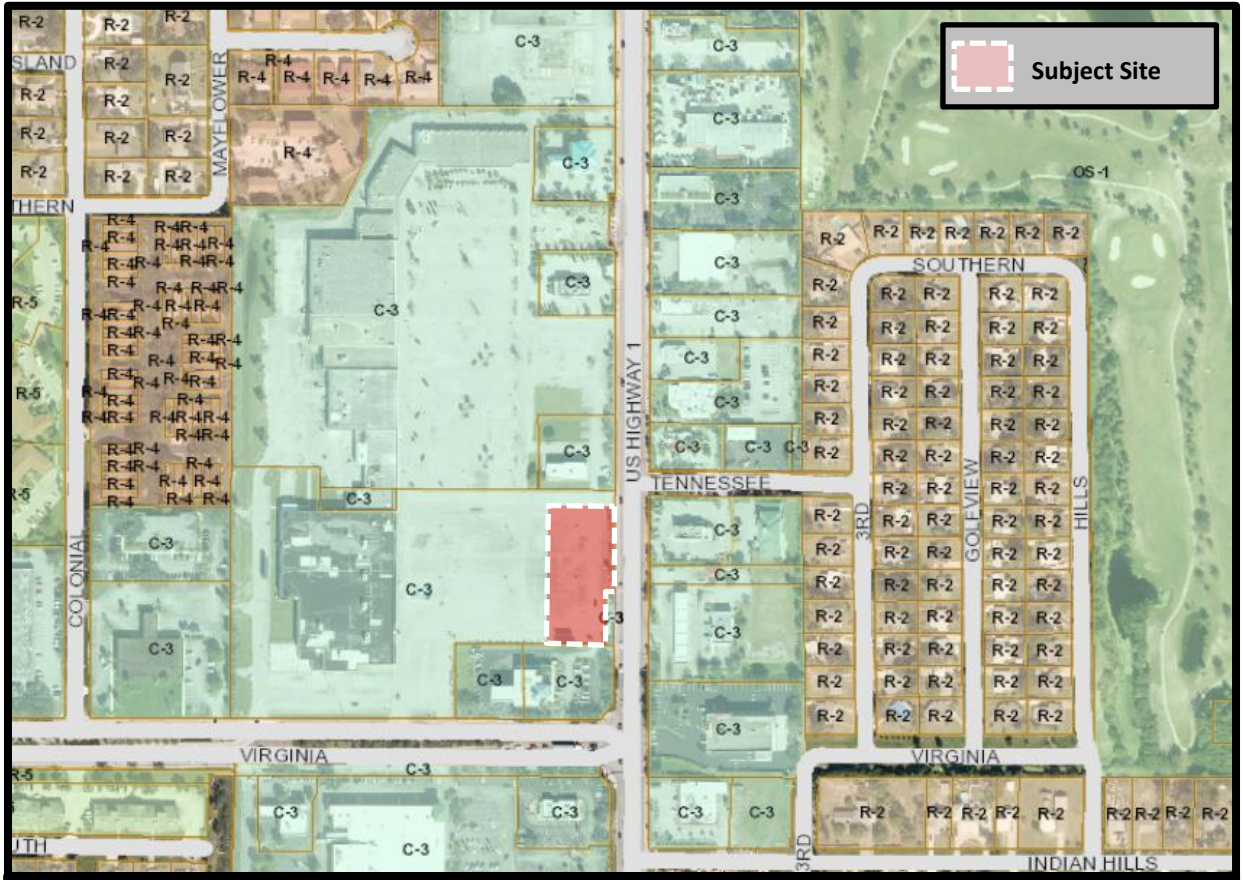
NOTICE BY NEWSPAPER: 6-2-2019

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon Creagan **TITLE:** Planner

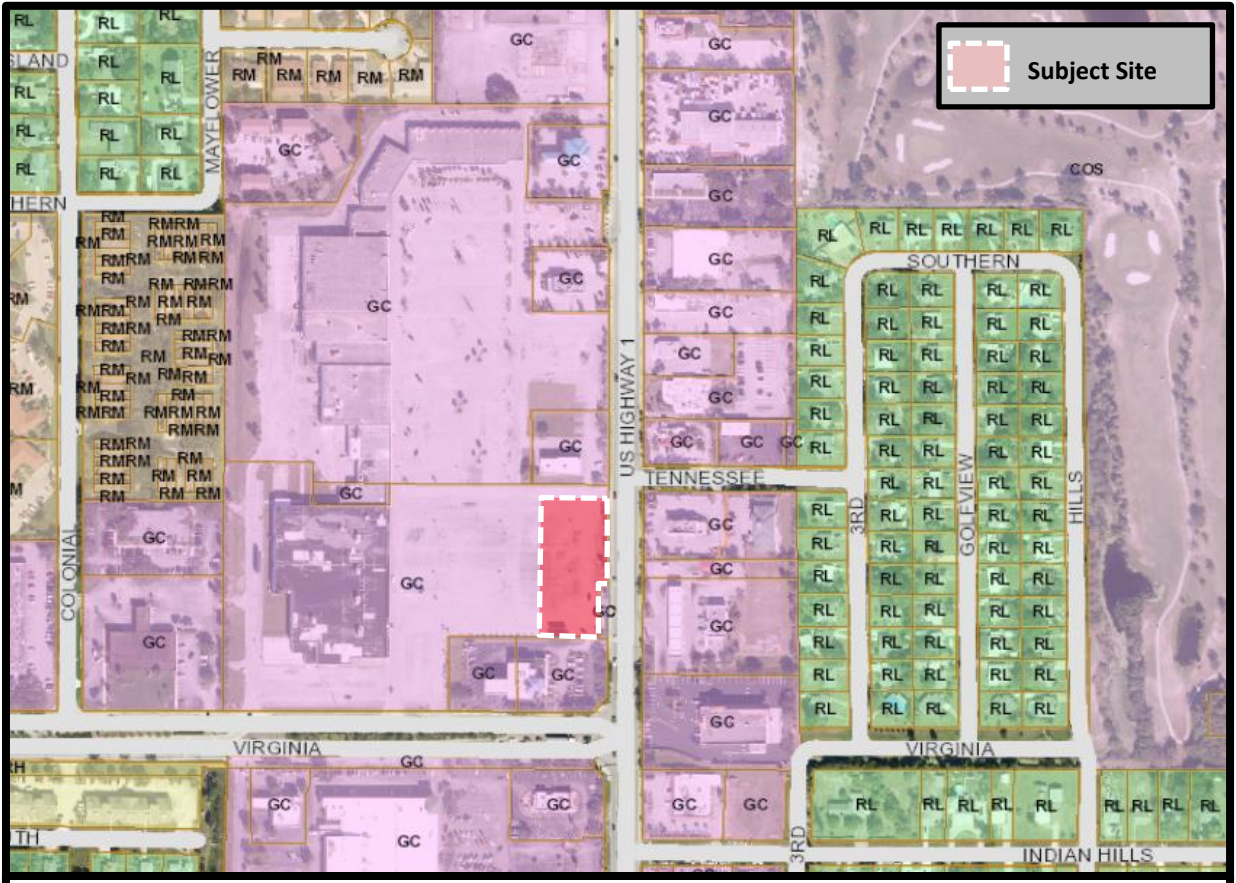
SIGNATURE:  **DATE:** 6-5-2019



THE SUNRISE CITY
FORT PIERCE
Florida

Development Review
2101 S. US Highway 1
Zoning Map

N
W E
S



THE SUNRISE CITY
FORT PIERCE
Florida

Development Review
2101 S. US Highway 1
Future Land Use Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

April 17, 2019

R.J. Kennedy, P.E. (Engineering, Design, & Construction Inc.)
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

SUBJECT: **Gateway Plaza Wawa – 2111 S. US Highway 1**
TECHNICAL REVIEW PROJECT: # 19-07000002
DEVELOPMENT & DESIGN REVIEW

Comments:

1. All parking areas must be lit to a minimum average of 2 footcandles pursuant to City Code 22-60 (j)(1)(a). Please adjust the lighting plan to reflect this.
2. An irrigation plan will be required at the time of Building Permit pursuant to City Code 22-178(c).
3. The sidewalk along US Highway 1 must be connected with the sidewalk that leads to the front entrance. This can be achieved through additional sidewalks and or painted crosswalks across the site.

Please provide a written response to all TRC comments and provide submittal (10 hard copies/1 digital copy) of all materials by April 30, 2019 to advance to the Planning Board. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : WaWa Design Review – 2111 S. US Highway 1
TRC No. 19-07000002

DATE : April 30, 2019

This is to advise you that we have completed the review of the following documents as received by this office on April 29, 2019:

- [x] Revised Site Plan
- [x] Traffic Impact Analysis & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Site Plan
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for Site Plan comments to be addressed at time of Building Permit Application

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Provide a note on the plans that all construction shall comply with the City of Fort Pierce Code of Ordinances Sections 17 and 22.

JRA/VB/vb

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : WaWa Design Review – 2111 S. US Highway 1
TRC No. 19-07000002

DATE : April 17, 2019

This is to advise you that we have completed the review of the following documents as received by this office on April 5, 2019:

- [x] Site Plan
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [ ] Approval of Site Plan
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Provide a note on the plans that all construction shall comply with the City of Fort Pierce Code of Ordinances Sections 17 and 22.
2. Provide a traffic study in accordance with the City of Fort Pierce Code of Ordinances Section 22-217(f) for a large scale development.

JRA/VB/vb

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 4.18.19
Property Address: 2111 US Hwy. 1
Property Name:
Project Name: Wawa
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☑ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 4/17/19

Technical Review Committee meeting

April 18th, 2019

Case # 19-07000002

Development and design review

Wawa, 2111 South US-1, Ft Pierce

Comments:

Does the door that leads out to the north dumpster area have a window in it (like the south rear exit door adjacent to the dumpster? (If yes, then please disregard this comment).

I shall also presume that the door that leads from the outside to the north dumpster area will feature a locking mechanism (if yes, disregard this comment).

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

April 18, 2019

TECHNICAL REVIEW PROJECT # 19-07000002

Development & Design Review – Wawa – 2111 S. US Highway 1

Comments

FPUA W/WW Engineering: Water and sewer services are available to serve this property. Please submit 3 complete sets of utility construction plan with applicable FPUA details along with a completed commercial service application to Water and Wastewater Engineering for review, at 1701 S 37th Street Fort Pierce Florida. For more information please contact us at 772 466 1600 ext. 3474

FPUA Electric & Gas Engineering: Both electric and gas service is available to the site. Utility easement will be require for the propose FPUA facilities. Please provide AutoCad drawings, electrical plans and gas drawings (if gas service is required). Approved.
Please contact the following FPUA staff as it relate to the services:

Electric: Michael Chidgey
Engineering Tech I
1701 S. 37th Street, Fort Pierce, FL 34947
mchidgey@fpua.com
Office: (772) 466-1600 ext. 6459

Gas: Billy Dupre
Business Development Representative – Gas Operations
1701 S. 37th Street, Fort Pierce, FL 34947
bdupre@fpua.com
Office: (772) 466-1600 ext. 4705

ENGINEERS ◒ SURVEYORS

April 30, 2019 *Via: Electronic and Hand Delivery*

Brandon Creagan
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

Re: Gateway Plaza Wawa – 2111 S. US Highway 1
Technical Review Project # 19-07000002
Development & Design Review – Response to Comments

Dear Brandon:

On behalf of our client, please find the attached response to comments received on April 17, 2019 for a project known as Gateway Plaza Wawa Design & Development Review. Each comment is identified below followed by a response in ***bold italics***.

PLANNING COMMENTS

1. All parking areas must be lit to a minimum average of 2 foot-candles pursuant to City Code 22-60 (j)(1)(a). Please adjust the lighting plan to reflect this.

RESPONSE: Please see attached revised photometric plans.

2. An irrigation plan will be required at the time of Building Permit pursuant to City Code 22-178(c).

RESPONSE: Please see attached the irrigation plans.

3. The sidewalk along US Highway 1 must be connected with the sidewalk that leads to the front entrance. This can be achieved through additional sidewalks and or painted crosswalk across the site.

RESPONSE: Please see revised site plan which includes sidewalk connection and cross-walk striping.

ENGINEERING COMMENTS

1. Provide a note on the plans that all construction shall comply with the City of Fort Pierce Code of Ordinances Section 17 and 22.

RESPONSE: Please see revised plans. This note has been added.

2. Provide a traffic study in accordance with the City of Fort Pierce Code of Ordinances Section 22-217(f) for a large scale development.

RESPONSE: During the response period of these comments EDC coordinated directly with Fort Peirce Engineering Department, Planning, St. Lucie County, and the Florida Department of Transportation. Revised traffic calculations for ITE land use code 960 have been provided on the updated site plan and capacity analysis. Please see enclosed approval notice from the Engineering Department regarding this item.

FORT PIERCE POLICE DEPARTMENT COMMENTS

1. Does the door that leads out to the north dumpster area have a window in it (like the south rear exit door adjacent to the dumpster? (If yes, then please disregard comment).

RESPONSE: Per architect coordination the door that leads out to the north dumpster has a window in it. It has 4" x 25" laminated glass.

2. I shall also presume that the door that leads from the outside to the north dumpster area will feature a locking mechanism (if yes, disregard this comment).

RESPONSE: Per architect coordination the door that leads from the outside to the north dumpster area has a locking mechanism.

FPUA COMMENTS

1. FPUA W/WW Engineering: Water and sewer services are available to serve this property. Please submit 3 complete sets of utility construction plans with applicable FPUA details along with a completed commercial service application to Water and Wastewater Engineering for review at 1701 S. 37th Street, Fort Pierce, FL. For more information, please contact us at 772-466-1600 x 3474.

RESPONSE: Acknowledged. Submittal of materials to FPUA will be delivered under separate cover.

2. FPUA Electric & Gas Engineering: Both electric and gas service is available to the site. Utility easements will be required for the proposed FPUA facilities. Please provide AutoCad drawings, electrical plans and gas drawings (if gas service is required). Approved.

RESPONSE: Acknowledged. Submittal of materials to FPUA will be delivered under separate cover.

We feel the attached adequately addresses staff comments and respectfully request the approval of this project. If you have any questions regarding this application, the attached documents, or the project, please contact our office.

Respectfully,
ENGINEERING DESIGN & CONSTRUCTION, INC.



David Baggett, P.E.
Project Engineer

cc: Scott Kearney - Wawa

Z:\EDC-2018\18-302 - Gateway Plaza - WAWA\ENGINEERING\Documents\Submittal Documents\Comment Response Letter\2019-04-30_B_Creagan_Wawa_Dev_Review_Rps2Cmts_18-302.doc

City Commission Regular Meeting **12.b.**

Meeting Date: 06/17/2019

Re: Conditional Use with New Construction - Delpapa Residence - 1655 Thumb Point Drive

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

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for Conditional Use with New Construction submitted by property owner, Roger Delpapa and Applicant, Terrence J. Brisson, to construct a Single-Family Home, with a building height of 35 ft., at 1655 Thumb Point Drive, Fort Pierce, FL. The property is zoned Single-Family Low Density Residential Zone (R-1), Parcel ID: 2401-605-0035-000-3.

SUMMARY:

The applicant is requesting the review and approval of a Conditional Use with New Construction to construct a new three story, 6,786-square foot single-family home at 1655 Thumb Point Drive. The applicant is seeking a height extension to build up to 35 feet. The new residence will include three levels of livable space. The first floor will also include a two-car garage, storage, patio and swimming pool. Plans also include first floor and second floor balcony. The representative has submitted a floor plan layout with one master bedroom and one bathroom, two bedrooms, and two bathrooms on the third floor. The subject property is zoned Single-Family Low Density Residential Zone (R-1) with a Future Land Use of Low Density Residential.

RECOMMENDATION:

Approval.

ALTERNATIVES:

Approval with alternative conditions.
Disapproval.

RESPONSIBLE STAFF:

Vennis Gilmore, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Application
Property Record Card
Narrative
Warranty Deed
Survey
Plat
Location Map
Aerial Map
Zoning Map
Site Plan
Elevations
Floor Plans
TRC Comments
Public Notification Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/10/2019 05:19 PM

Form Started By: Vennis Gilmore
Started On: 06/05/2019 10:08 AM
Final Approval Date: 06/10/2019

FILE # 4296213 OR BOOK 3983 PAGE 223, Recorded 04/10/2017 04:04:06 PM Doc Tax $2254.00

This Instrument Prepared by:
Leonard J. Kleinman
Vice-President
Accurate Title Agency, Inc.
1701 W. Hillsboro Blvd., #207
Deerfield Beach, FL 33442
Incident to the issuance of a Title Insurance Policy

Real Estate Account No. 2401-605-0035-0008

WARRANTY DEED

THIS INDENTURE, made this 6th day of April, 2017, BETWEEN

AGC DEVELOPMENT CORPORATION, a Florida corporation,

of 10 Fairway Dr., Suite 124, Deerfield Beach, FL 33441, **GRANTOR**, and

ROGER B. DELPAPA,

whose post office address is 30 Forest Hills Lane, Boca Raton, FL 33431, **GRANTEE**:

WITNESSETH, that said Grantor, for and in consideration of **THREE-HUNDRED TWENTY-TWO THOUSAND and 00/100 ($322,000.00) DOLLARS**, in hand paid to Grantor, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, the Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

Lot 35, Block 1, of THUMB POINT, according to the Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of St. Lucie County, Florida.

THIS CONVEYANCE is subject to the following and by accepting this Deed, Grantee does hereby agree to assume and abide by the following:

1. Taxes and assessments for the year 2017 and subsequent years;
2. Zoning, restrictions and prohibitions imposed by governmental authority;
3. Restrictions, easements or other matters appearing on the plat and common to the subdivision;

AND said Grantor does hereby fully warrant the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above-written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

AGC DEVELOPMENT CORPORATION,
a Florida corporation

By: _____, President
CHARLES RICHARD SHAMEL, JR.
President

1st witness
Printed Name: LAURA H. ERNST

2nd witness
Printed Name: LEONARD J. KLEINMAN

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of April, 2017 by **CHARLES RICHARD SHAMEL, JR., as President of AGC DEVELOPMENT CORPORATION, a Florida corporation**, who is personally known to me or who has produced _____ as identification.

Notary Public LEONARD J. KLEINMAN
Printed Name: _____
My Commission Expires:

(SEAL)

LEONARD J. KLEINMAN
MY COMMISSION EXPIRES
JULY 30, 2020
#FF 977285
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebeca A. Guerra, AICP, LEED-AP, CPD, Interim Planning Director

FROM: Vennis Gilmore, Planner

RE: **Application for Conditional Use with New Construction**
Delpapa Residence
1655 Thumb Point Drive

BOARD DATE: June 17, 2019

STAFF REPORT

Property Owner: Roger Delpapa
10305 Jim Edwards Road
Haines City, FL 33844

Representative: Terrence J. Brisson
2106 Bella Vista Way
Port St. Lucie, FL 34952

Representative's Request: Approval of a Conditional Use with New Construction to construct a new three (3) story – 6,786 sq. ft. single-family home. The applicant is seeking a height extension to build up to 35 feet.

Location(s): 1655 Thumb Point Drive

Parcel ID: 2401-605-0035-000-8

Current Zoning: Single-Family Low Density Zone (R-1)

Future Land Use: Low Density Residential (RL)

Surrounding Zoning:

North	East	South	West
R-2	R-1	A-2/Indian River	R-1

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-16, 22-24, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use with New Construction to construct a new three story – 6,786 sq. ft. single-family home at 1655 Thumb Point Drive. The applicant is seeking a height extension to build up to 35 feet. The proposed three story single-family home will consist of 6,786 sq. ft. in gross floor area. The new residence will include three levels of livable space; on all three floors. The first floor will also include a two-car garage, storage, patio and swimming pool. Plans also include first floor and second floor balcony. The representative has submitted a floor plan layout with one Master Bedroom and one Bathroom, two bedrooms, and two bathrooms on the third floor. The subject property is zoned Single-Family Low Density Residential Zone (R-1) with a Future Land Use (FLU) of Low Density Residential.

The property is located just southeast of the intersection of Malabar Avenue and Thumb Point Drive. The subject property is surrounded by single family residences to the north, east, west, and the Indian River to the south. The property features a driveway entrance from Thumb Point Drive.

Zoning & Land Use

The subject site is located within the Single-Family Low Density Residential Zone (R-1) district which is primarily intended to provide for areas of single-family dwellings with an average net density of less than four units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses. Water and sewer service should be available. The site has a FLU designation of Low Density Residential.

The Low Density Residential FLU designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single-family detached housing, but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools, and daycare facilities shall also be allowed. This land use category ranges in density from 1 to 6.5 dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU), and Low Density Residential (RI) categories.

The subject site is located in the South Beach Overlay District. The purpose of the South Beach Overlay District is to promote good planning and site design that produces quality development that is functional, an asset to the community and in keeping with the general character of South Hutchinson Island. By way of this overlay district, the City seeks to preserve, protect and enhance the unique barrier island environment through regulation of development and redevelopment of lots within the district. The standards allow for and promote design integration of the man-made improvements to the land with the natural elements of the land. All new development and changes to existing development in the district that require site plan or building permit approval are subject to the overlay district requirements in addition to other applicable regulations in this Code.

Conditional Use
Per City Code Section 22-76, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

The authorization of a Conditional Use with New Construction to construct a new three story – 6,786 sq. ft. single-family home with a height extension to build up to 35 feet will provide an opportunity for consistency with the zoning district and land use designation as the use nor the height will adversely affect the public health, safety, comfort, good order, appearance, convenience, or the general welfare of the surrounding residential neighborhood. The Planning Board is encouraged to consider City Code Sections 22-16 – Designation of overlay districts and City Code Section 22-24 - Single-Family Low Density zone (R-1). City Code Sections 22-16 *Height* (b)(1) and 22-24 *Building Heights* (b)(4) states that no building shall exceed a height of twenty-eight (28) feet above grade, except that conditional uses with buildings that have a maximum height of thirty-five feet above grade may be approved.

Technical Review Committee
All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Property Owner Response Summary:
A total of 44 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation:
The Planning Board, at their May 14th, 2019 meeting, voted unanimously to recommend approval of the request.

Staff Recommendation:
The requested Conditional Use with New Construction is consistent with City Code, the Comprehensive Plan, and does not adversely affect the public health, safety, convenience and general welfare. Therefore, staff recommends ***APPROVAL*** of the requested Conditional Use with New Construction for the proposed single-family residence with a height of up to 35 feet.

LEGAL DESCRIPTION:

ALL OF LOT 35, BLOCK 1, THUMB POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

BOUNDARY AND TOPOGRAPHIC SURVEY

CONSTRUCTION LAYOUT SURVEY

ABBREVIATIONS:

A/C = AIR CONDITIONER
(C) = CALCULATED
(C.F.T.) = CALCULATED FROM TRAVERSE
℄ = CENTERLINE
C.B.S. = CONCRETE BLOCK STRUCTURE
E/P = EDGE OF PAVEMENT
E.O.W. = EDGE OF WATER
E.F.B. = ELECTRONIC FIELD BOOK
EL. = ELEVATION
FIRM = FLOOD INSURANCE RATE MAPS
FND. = FOUND
(M) = MEASURED
N.G.V.D. OF 1929 = NATIONAL GEODETIC VERTICAL DATUM OF 1929.
N.A.V.D. OF 1988 = NORTH AMERICAN VERTICAL DATUM OF 1988.

ABBREVIATIONS:

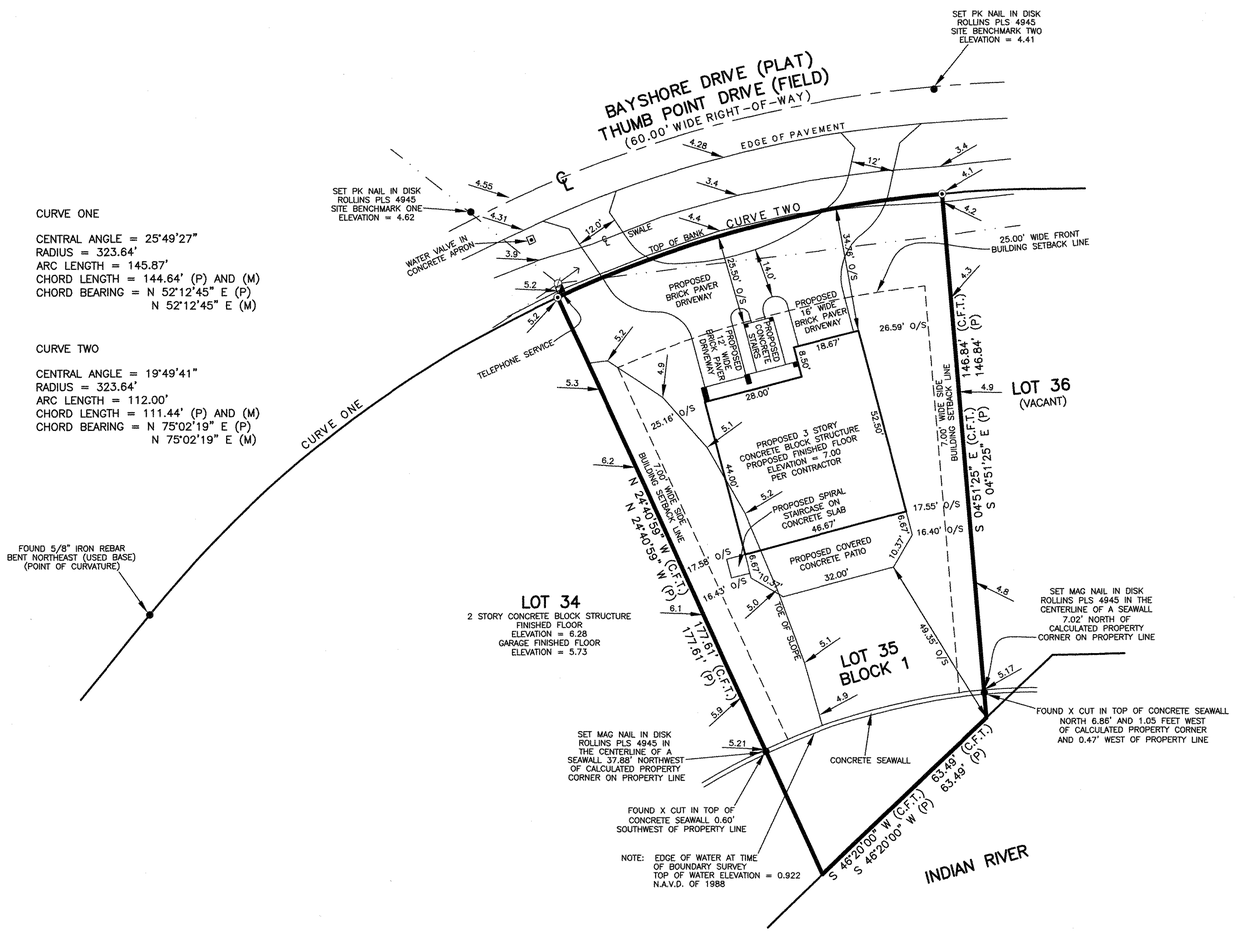
N.T.S. = NOT TO SCALE
O/S = OFFSET
P.C.P. = PERMANENT CONTROL POINT
(P) = PLAT
P.O.B. = POINT OF BEGINNING
P.R.M. = PERMANENT REFERENCE MONUMENT
(R) = RECORD
P.C. = POINT OF CURVATURE
P.I. = POINT OF INTERSECTION
S/W = SIDEWALK
T.O.S. = TOE OF SLOPE
T.O.B. = TOP OF BANK

CURVE ONE

CENTRAL ANGLE = 25°49'27"
RADIUS = 323.64'
ARC LENGTH = 145.87'
CHORD LENGTH = 144.64' (P) AND (M)
CHORD BEARING = N 52°12'45" E (P)
N 52°12'45" E (M)

CURVE TWO

CENTRAL ANGLE = 19°49'41"
RADIUS = 323.64'
ARC LENGTH = 112.00'
CHORD LENGTH = 111.44' (P) AND (M)
CHORD BEARING = N 75°02'19" E (P)
N 75°02'19" E (M)



PLAT NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

NOTE: THE BEARINGS ARE BASED ON THE CHORD OF THE NORTHWEST LINE OF LOT 35, BLOCK 1, THUMB POINT PER THE PLAT OF THUMB POINT (SEE LEGAL DESCRIPTION) AND THE SOUTHEAST RIGHT-OF-WAY LINE OF THUMB POINT DRIVE WHICH BEARS NORTH 75°02'19" EAST

CERTIFICATIONS AS PROVIDED AND WORDED BY CLIENT

CERTIFY TO:

1) Old Republic National Title Ins. Co., 400 2nd Avenue South, Minneapolis, Minnesota 55401
2) Robert S. Kleinman, P.A., 1701 W Hillsboro Blvd., Suite 207, Deerfield Beach, FL 33442
3) Roger B. Delpapa, 30 Forest Hills Lane, Boca Raton, FL 33421
4) Hayskar, Walker, Schwerer, Dundas & McCain, P.A., 130 S. Indian River Dr., Suite 304, Fort Pierce, FL 34950
5) A-1 Financial Services, Inc., 440 South Federal Highway, Deerfield Beach, FL 33441

ROLAND E. ROLLINS
PROFESSIONAL LAND SURVEYOR
3221 SW CRUMPACKER STREET
PORT ST. LUCIE, FLORIDA 34953
772-873-4700

BENCHMARK REFERENCE:
FOUND BRASS DISK IN CONCRETE STAMPED USCGSBM NO 3 1930 LOCATED IN FORT PIERCE ABOUT 0.25 MILE EAST ALONG STATE HIGHWAY A 1 A FROM THE JUNCTION OF U.S. HIGHWAY 1, ABOUT 130 YARDS NORTHWEST OF THE NORTHWEST CORNER OF THE HIGHWAY BRIDGE OVER THE INDIAN RIVER, SET ON THE TOP OF THE SOUTH END OF A CONCRETE BULKHEAD, NEAR THE WEST END OF A SHORT DOCKING SLIP. ELEVATION = 5.627 NORTH AMERICAN VERTICAL DATUM OF 1988.

ELEVATIONS BASED ON N.A.V.D. OF 1988 AND SHOWN THUS 1.0

FLOOD ELEVATION INFORMATION

MAP NUMBER 12111C0183 J — DATE OF FIRM FEB. 16, 2012
COMMUNITY NUMBER 120286 — PANEL 0183
BASE FLOOD ELEVATION 6.0 — SUFFIX J
FIRM ZONE AE

ADDENDUM	FIELD BOOK	PAGE	DATE	BY	CHECKED
BOUNDARY SURVEY	E.F.B.		02/08/2017	R.E.R.	R.E.R.
TOPOGRAPHIC SURVEY	E.F.B.		02/08/2017	R.E.R.	R.E.R.
CONSTRUCTION LAYOUT SURVEY			02/07/2019	R.E.R.	R.E.R.

LEGEND:

- ⊙ = SET 5/8" IRON REBAR WITH CAP P.L.S. NUMBER 4945
- • = SET MAG NAIL IN DISK P.L.S. NUMBER 4945 UNLESS OTHERWISE NOTED.
- ⊙ = MANHOLE (M.H.)
- ▤ = CATCH BASIN (C.B.)
- = FIRE HYDRANT (F.H.)
- ▭ = WATER METER (W.M.)
- ⌀ = WOOD POWER POLE (WD. P.P.)
- ⌀ = CONCRETE POWER POLE (CONC. P.P.)
- → = ANCHOR AND GUY WIRE
- — ·· — = OVERHEAD WIRES
- = NOT TO SCALE
- —×— = FENCELINE

NOTES:
1) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP AND/OR RIGHT-OF-WAYS OF RECORD.
2) NO UNDERGROUND OR INTERIOR IMPROVEMENTS WERE LOCATED EXCEPT AS NOTED.
3) LEGAL DESCRIPTION AS SUPPLIED BY CLIENT.
4) BUILDING TIES ARE 90° OR RADIAL TO THE PROPERTY LINE.
5) ALL EASEMENTS SHOWN ARE PER RECORD PLAT UNLESS OTHERWISE NOTED.

PLOT DATE AND TIME: 02/07/2019 9:00 AM EST

LOT SQUARE FOOTAGE: 0.316± ACRE

SCALE: 1" = 20'

DATE OF LAST FIELD WORK: 02/08/2017

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

2/18/2019

ROLAND E. ROLLINS — DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 4945

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

JOB NUMBER: RR170203REVCLS

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

Property Identification

Site Address:	THUMB POINT DR
Parcel ID:	2401-605-0035-000-8
Account #:	15217
Map ID:	24/01E
Use Type:	0000
Zoning:	R1
City/County:	Fort Pierce

Ownership

Roger B Delpapa
10305 Jim Edwards RD
Haines City, FL 33844

Legal Description

THUMB POINT BLK 1 LOT 35 (OR 3983-219 thru 223)

Current Values

Just/Market Value:	$276,600
Assessed Value:	$276,600
Exemptions:	$0
Taxable Value:	$276,600

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF



Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.25
Land Size (SF):	11,074

Sale History

Date:	Apr 6, 2017
Book/Page:	3983 / 0223
Sale Code:	0001
Deed:	WD
Grantor:	A G C Dev Corp
Price:	$322,000
Date:	Mar 24, 2017
Book/Page:	3983 / 0221
Sale Code:	0111
Deed:	QC
Grantor:	Delpapa Roger B
Price:	$100
Date:	Mar 22, 2017
Book/Page:	3983 / 0219
Sale Code:	0111
Deed:	QC
Grantor:	Delpapa Roger B

Price:	$100
Date:	Dec 1, 1986
Book/Page:	0535 / 1921
Sale Code:	XX02
Deed:	CV
Grantor:	
Price:	$103,700
Date:	Jul 1, 1973
Book/Page:	0217 / 1835
Sale Code:	XX00
Deed:	CV
Grantor:	
Price:	$12,500

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: 2014	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

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



Image or Sketch unavailable for display

Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$276,600
Just/Market:	$276,600

Current Year Exemption Value Breakdown

Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$276,600
Exemption(s):	$0
Taxable:	$276,600

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	0.4	Fort Pierce Stormwater Charge	$21.60

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

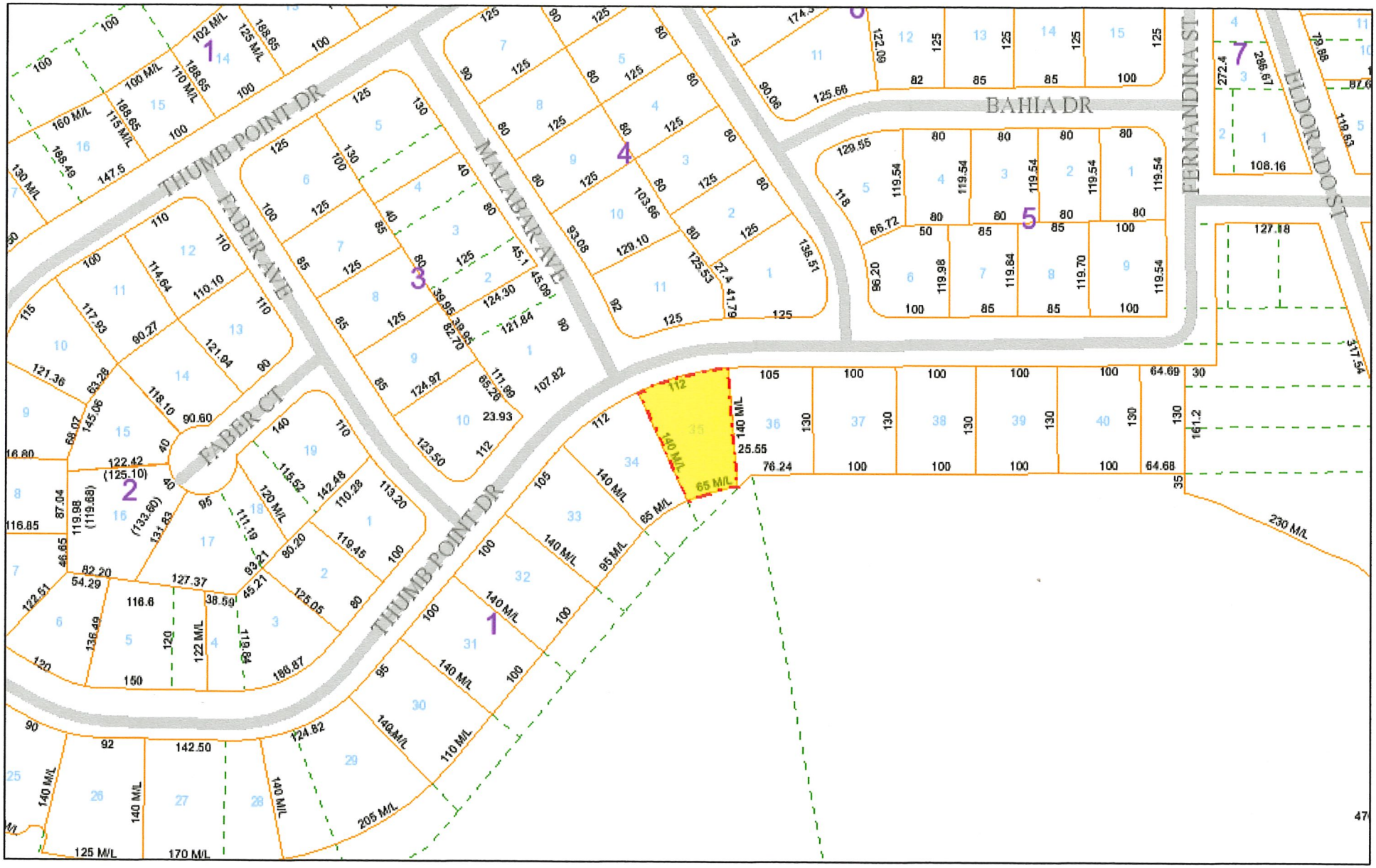
Historical Values

Permits

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Michelle Franklin, CFA - Saint Lucie County Property Appraiser



March 26, 2019

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

This information is deemed to be correct at this time but it is subject to change and is not warranted.

FILE # 4296213 OR BOOK 3983 PAGE 223, Recorded 04/10/2017 04:04:06 PM Doc Tax $2254.00

This Instrument Prepared by:
Leonard J. Kleinman
Vice-President
Accurate Title Agency, Inc.
1701 W. Hillsboro Blvd., #207
Deerfield Beach, FL 33442
Incident to the issuance of a Title Insurance Policy

Real Estate Account No. 2401-605-0035-0008

WARRANTY DEED

THIS INDENTURE, made this 6th day of April, 2017, BETWEEN

AGC DEVELOPMENT CORPORATION, a Florida corporation,

of 10 Fairway Dr., Suite 124, Deerfield Beach, FL 33441, **GRANTOR**, and

ROGER B. DELPAPA,

whose post office address is 30 Forest Hills Lane, Boca Raton, FL 33431, **GRANTEE**:

WITNESSETH, that said Grantor, for and in consideration of **THREE-HUNDRED TWENTY-TWO THOUSAND and 00/100 ($322,000.00) DOLLARS**, in hand paid to Grantor, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, the Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

Lot 35, Block 1, of THUMB POINT, according to the Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of St. Lucie County, Florida.

THIS CONVEYANCE is subject to the following and by accepting this Deed, Grantee does hereby agree to assume and abide by the following:

1. Taxes and assessments for the year 2017 and subsequent years;
2. Zoning, restrictions and prohibitions imposed by governmental authority;
3. Restrictions, easements or other matters appearing on the plat and common to the subdivision;

AND said Grantor does hereby fully warrant the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above-written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

AGC DEVELOPMENT CORPORATION,
a Florida corporation

By: _____, President
CHARLES RICHARD SHAMEL, JR.
President

1st witness
Printed Name: LAURA H. ERNST

2nd witness
Printed Name: LEONARD J. KLEINMAN

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of April, 2017 by **CHARLES RICHARD SHAMEL, JR., as President of AGC DEVELOPMENT CORPORATION, a Florida corporation**, who is personally known to me or who has produced _____ as identification.

Notary Public LEONARD J. KLEINMAN
Printed Name: _____
My Commission Expires:

(SEAL)

LEONARD J. KLEINMAN
MY COMMISSION EXPIRES
JULY 30, 2020
#FF 977285
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

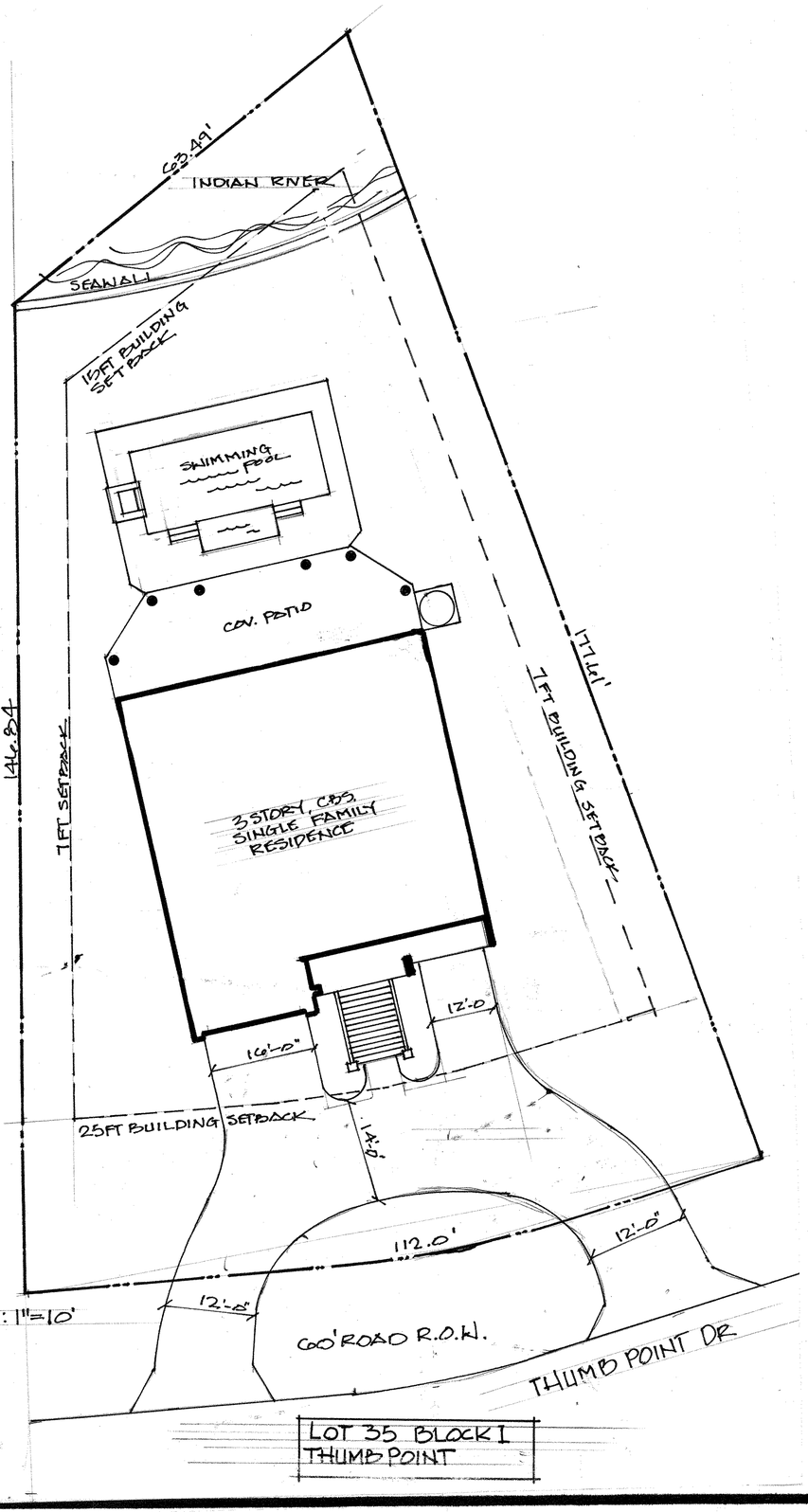


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Delpapa Residence
1655 Thumb Point Drive
R-1, Single Family Low Density

Zoning Map

THE SUNRISE CITY
FORT PIERCE
Florida





New Residence

Mr. Roger Delpapa

LOT 35 BLOCK 1 THUMBPOINT

PRODUCT APPROVAL SUBMISSION FORM

JOB NAME: ROGER DELPAPA: LOT 35 BLOCK 1 THUMBPOINT

PRODUCT	DESCRIPTION	IMPACT RATED	MFG	SERIES	GLASS	PROD APPROVAL #	DESIGN PRESSURES	FIELD PRESSURES	FASTENERS
WINDOWS-									
LESS THAN 10 SF	SINGLE HUNG	YES	PGT	SH 700 ALUMINUM	5/16" LAMI	NOA 17-0630.08	80/-80	35.3/ -38.2	1/4" TAP CONS. MIN 1 1/4" EMBED INTO SOLID POUR CMU. FILL ALL HOLES.
10 SF TO 20 SF	SINGLE HUNG	YES	PGT	SH 700 ALUMINUM	5/16" LAMI	NOA 17-0630.08	80/-80	33.7/-36.7	1/4" TAP CONS. MIN 1 1/4" EMBED INTO SOLID POUR CMU. FILL ALL HOLES.
20 SF TO 50 SF	SINGLE HUNG	YES	PGT	SH 700 ALUMINUM	5/16" LAMI	NOA 17-0630.08	80/-80	31.6 / -34.6	1/4" TAP CONS. MIN 1 1/4" EMBED INTO SOLID POUR CMU. FILL ALL HOLES.
6'-0 x 6'-8 & x 8'-0"	6'-0" SLIDING GLASS DOOR W 3 1/4" SILL HEIGHT	YES	PGT	SGD 770	7/16" LAMINATED GLASS	NOA-17-0420.12	60/-60	31.6/-34.6	2 TRACKS. INSTALL (2) ROWS OF 1/4" TAP CONS. MIN EMBED 1 1/4" INTO SOLID POUR CMU.
LESS THAN 20 SF	HORIZONTAL ROLLER	YES	PGT	HR - 710	5/16" LAMI	NOA 17-0411.06	75 / -75	33.7 / -36.7	1/4" TAP CONS. MIN 1 1/4" EMBED INTO SOLID POUR CMU. FILL ALL HOLES.
LESS THAN 20 SF	CASEMENT	YES	PGT	CA- 740	5/16" LAMI	NOA 17-0614.14	70 / -90	33.7 / -36.7	1/4" TAP CONS. MIN 1 1/4" EMBED INTO SOLID POUR CMU. FILL ALL HOLES.
LESS THAN 20 SF	FIXED GLASS	YES	PGT	PW - 720	7/16" LAMINATED GLASS	NOA 17-0614.11	80 / -80	33.7 / -36.7	1/4" TAP CONS. MIN 1 1/4" EMBED INTO SOLID POUR CMU. FILL ALL HOLES.
MULLION	1" X 2.75"		PGT	PGT CUIPPED EXTRUDED ALM	NA	NOA 17-0630.01			MIN (4) - 1/4" TAP CONS PER CLIP W MIN 1 1/4" EMBED INTO SOLID POUR CMU.
EXTERIOR DOORS									
1 ST FLOOR; INTERIOR	2-8 X 6-8	IMPACT	THERMA TRU	SMOOTH STAR	OPAQUE	FL. 5891.2	67/-67	33.7/- 36.7	On 2 x 6 pt buck. Top & side jamb # 12 x 2 1/4" wood screws at 14" oc, begin 6" from corners. (SEE DETAIL OF DOOR)
REAR DOOR- 1ST FLOOR	2-8 X 6'-8	IMPACT	THERMA TRU	SMOOTH STAR	1 LITE - 1" GLASS	FL. 7640.1	50/-50	33.7 / -44	On 2 x 6 pt buck. Top & side jamb # 12 x 2 1/4" wood screws at 14" oc, begin 6" from corners. (SEE DETAIL OF DOOR)
ENTRY DOOR	6-0 X 8-0	IMPACT	THERMA TRU	SMOOTH STAR	LITE 1" GLA	FL. 7630.4	50 / -50	31.6 / -34.6	On 2 x 6 pt buck. Top & side jamb # 12 x 2 1/4" wood screws at 14" oc, begin 6" from corners. (SEE DETAIL OF DOOR FASTENERS)
GREAT ROOM FRENCH DOORS	6'-0" X 8'-0"	IMPACT	THERMA TRU	SMOOTH STAR	1 LITE - 1" GLASS	FL. 7630.4	50 / -50	31.6 / -34.6	On 2 x 6 pt buck. Top & side jamb # 12 x 2 1/4" wood screws at 14" oc, begin 6" from corners. (SEE DETAIL OF DOOR FASTENERS)
ROOFING									
5-V CRIMP METAL GALVALUME METAL ROOF			METAL SALES MFG CORP.	26 GA GALVALUME		FL. 14645.4			#9-16 or #10-14 Hex Head wood screws w sealed washers. At 6" oc at panel ends and 12" oc in field. Min 3/8" penetration itno 5/8" CDX sheathing.
OVERHEAD GARAGE DOOR	14' X 8'	IMPACT	DAB GAR DR	HURRICANE MASTER SERIES #24/811	NA	FL. 15371.6	40 / -44	26.4 / -29.4	ATTACH 2 X 6 PT VERTICLE SIDE JAMBS TO SOLID POUR CMU W 1/2" X 5" WEDGE ANCHORS W 2X2 SQ WASHERS AT 24" OC. BEGIN AT 12" FROM ENDS. ANCHOR DR GUIDE RAILS TO 2 X 6 WITH HILTI KWIK BOLTS 3/8" X 2 3/4" . BEGIN 6" FROM ENDS THEN 10" OC .

BUILDING CODE : 2017	WIND ZONE "D"	ROOF OVERHANG: 18"O	
ASCE: 2010	WIND SPEED: 170- 3 SEC GUSTS: 136 MPH NOMINAL	ROOF PITCH: 4: 12	
JURISDICTION: CITY OF FORT PIERCE	IMPACT RESISTANT: YES	SHUTTERS: NO	
PROJECT NAME:DELPAPA RESIDENCE	ROOF LOAD: 35 PSF	TYPE OF CONSTRUCTION: VB	
PROJECT ADDRESS: LOT 35 BLOCK 1 THUMBPOINT	ROOF DEAD LOAD: 20 PSF	CLASSIFICATION:	
ENGINEER OF RECORD:	ROOF LIVE LOAD: 15 LBS		

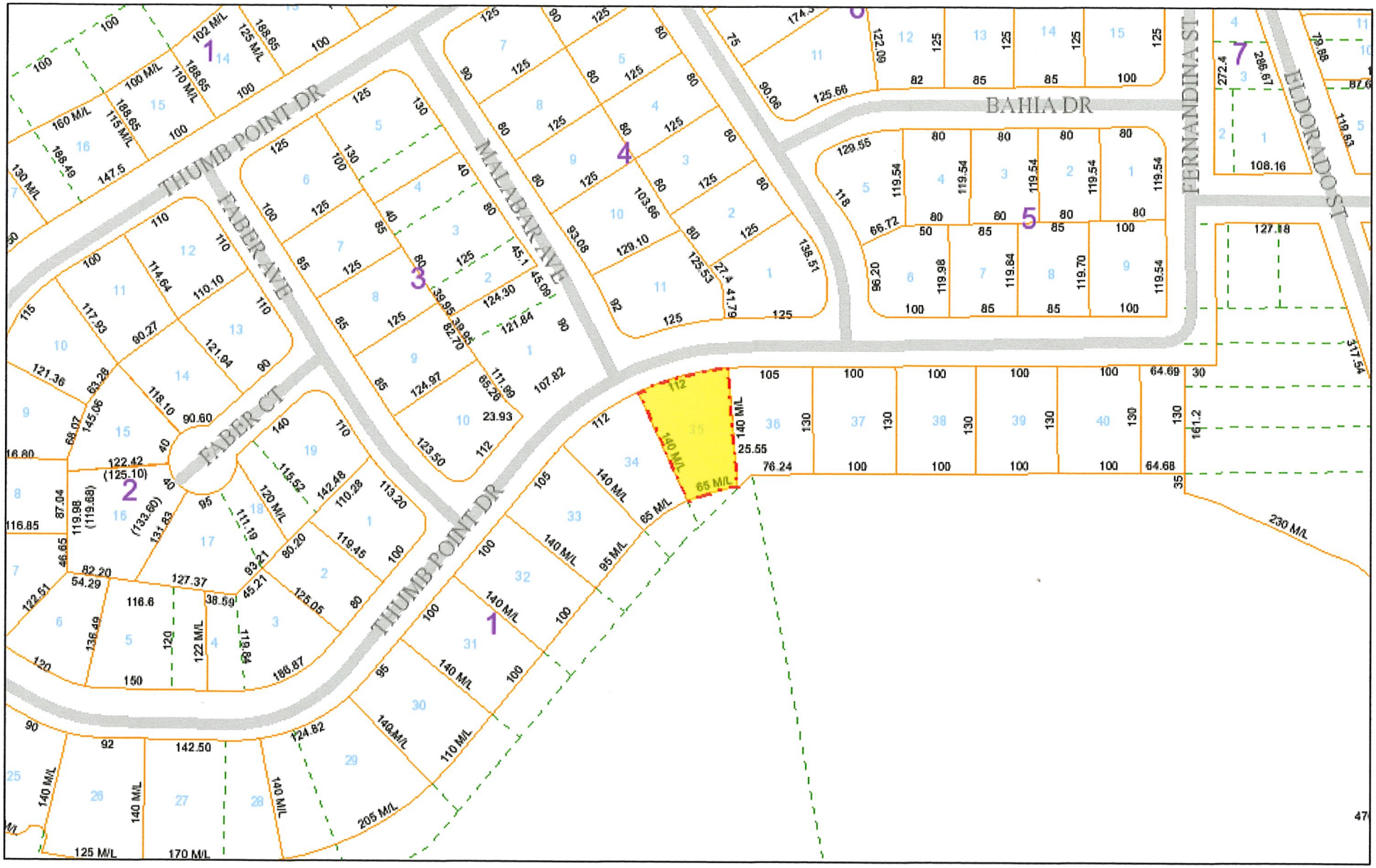
Terry J. Brisson, llc.
DESIGN & DRAFTING SERVICES
1705 Porpoise Ave
Ft. Pierce, Fl. 34949
(772) 828-0364 fltrendhomes@gmail.com

New Residence
MR. ROGER DELPAPA
Lot 35 Block 1 Thumbpoint
Fort Pierce, Florida

FL. TREND HOMES
2106 BELLA VISTA WAY
PORT ST. LUCIE, FL. 34952
(772) 828-0364
fltrendhomes@gmail.com
CGC 017586

DATE: DEC 2018
JOB#: 18-754
1 OF

Michelle Franklin, CFA - Saint Lucie County Property Appraiser



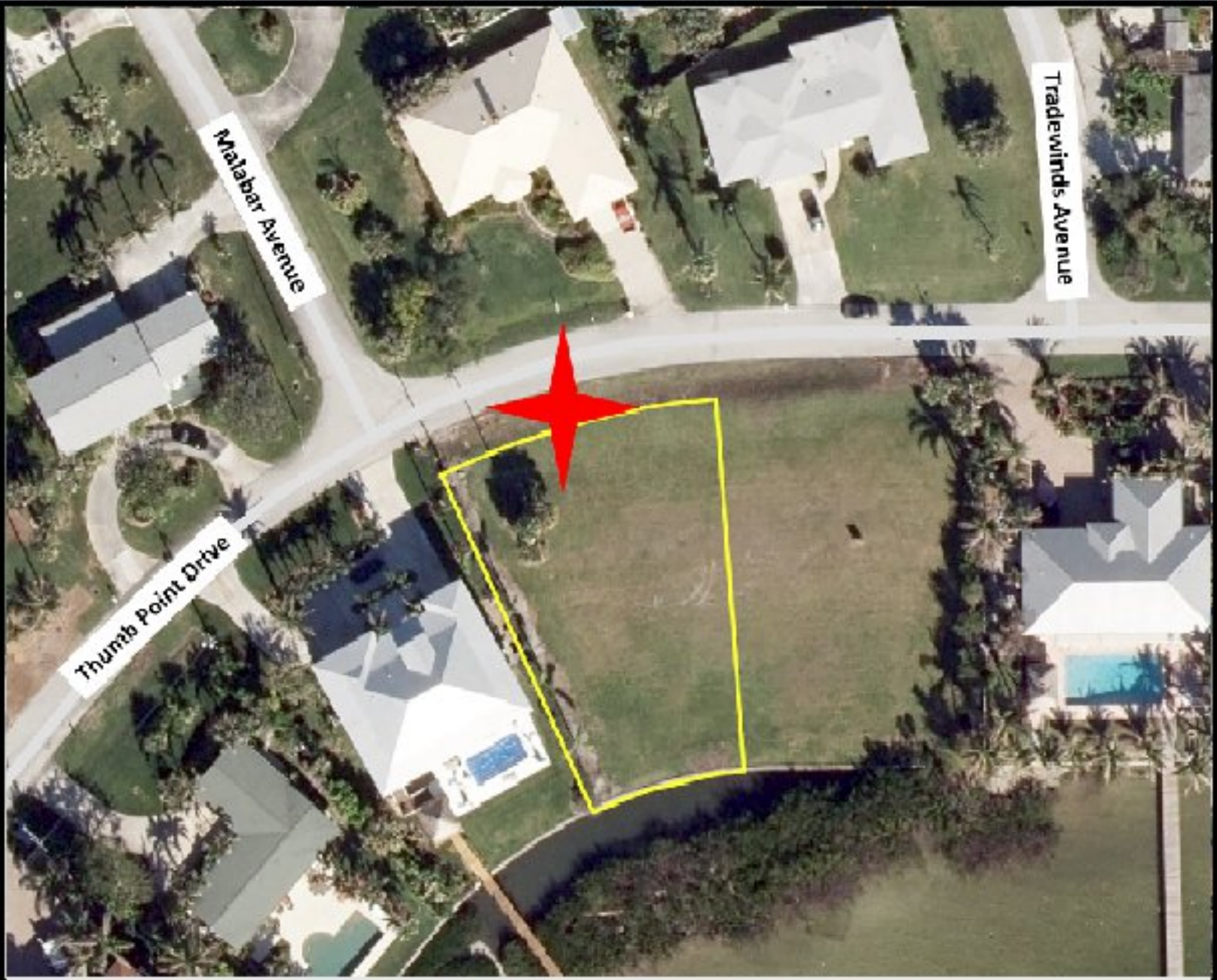
March 26, 2019

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

This information is deemed to be correct at this time but it is subject to change and is not warranted.



N
W E
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Delpapa Residence

1655 Thumb Point Drive

THE SUNRISE CITY
FORT PIERCE
Florida

Aerial Map



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Delpapa Residence
1655 Thumb Point Drive
R-1, Single Family Low Density

Zoning Map

THE SUNRISE CITY
FORT PIERCE
Florida

Technical Review Committee meeting

April 18th, 2019

Case # 19-04000005

Conditional use with new construction

Delpapa residence, 1655 Thumbpoint Drive, Ft. Pierce

Comments:

No comments.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

April 18, 2019

TECHNICAL REVIEW PROJECT # 19-04000005 (Conditional Use w/ New Construction)

Conditional Use – Delpapa Residence – approx. 1655 Thumb Point Drive

Comments

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: Approved - Point of service for electric will be at the NW corner of the property

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Planning Analyst

FROM : John R. Andrews, P.E., City Engineer

RE : Delpapa Residence – 1655 Thumb Point Drive
TRC No. 19-04000005

RECEIVED
APR 17 2019
CITY OF FORT PIERCE
PLANNING & ZONING

DATE : April 17, 2019

This is to advise you that we have completed the review of the following documents as received by this office on April 5, 2019:

- [x] Conditional Use
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [ ] Do Not Recommend

- [x] Approval of Conditional Use
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] No comment

Q:\ENGINEERING\Site Development Projects\Addresses\1655 Thumbpoint\Conditional Use\Submittal No. 1 - 040519\CU Comments - 041719.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

RECEIVED
APR 17 2019
CITY OF FORT PIERCE
PLANNING & ZONING

Meeting Date: 4.18.19
Property Address: 1655 Thumb Pt. Dr.
Property Name: DelPapa Residence
Project Name: CU – No New Construction
Planner: Vennis Gilmore

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☑ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

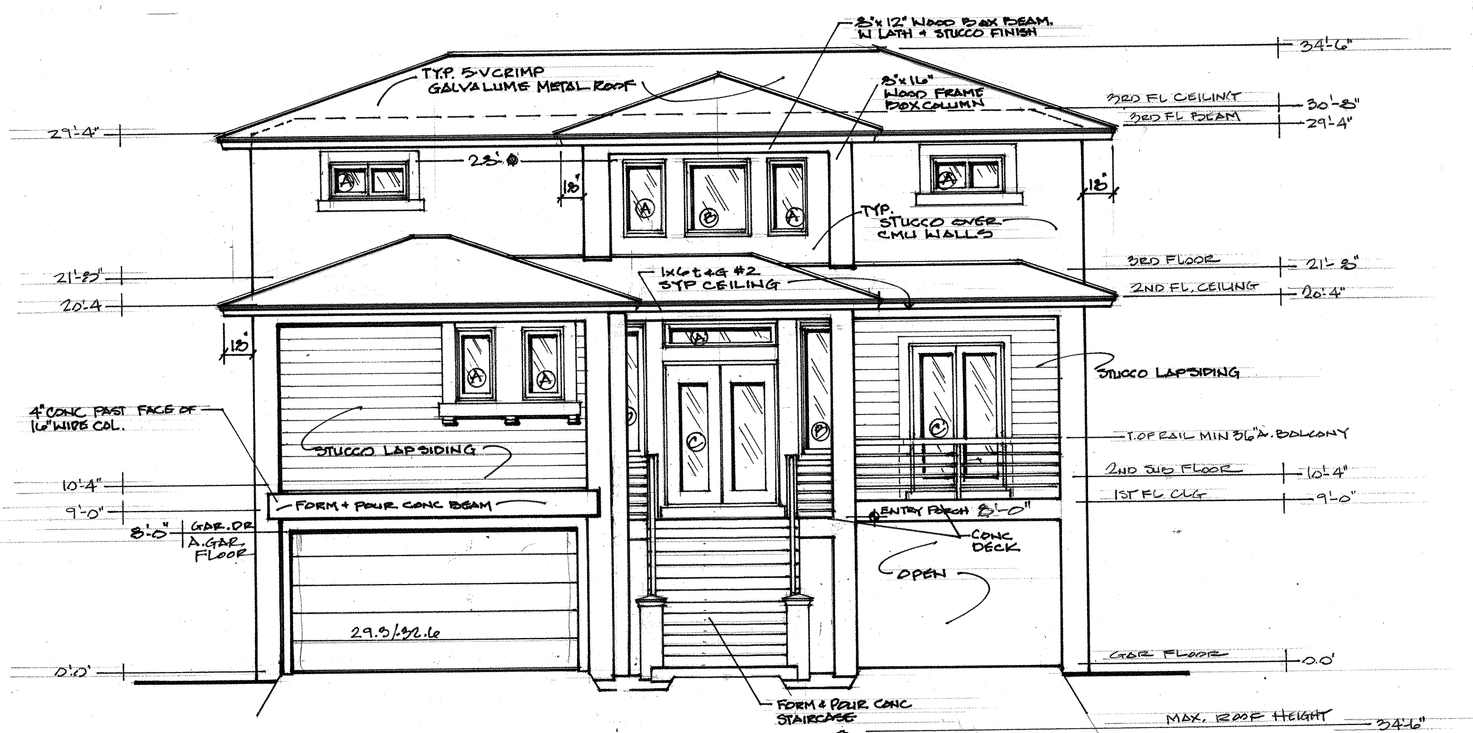
☐ 13. Sprinkler system is required.

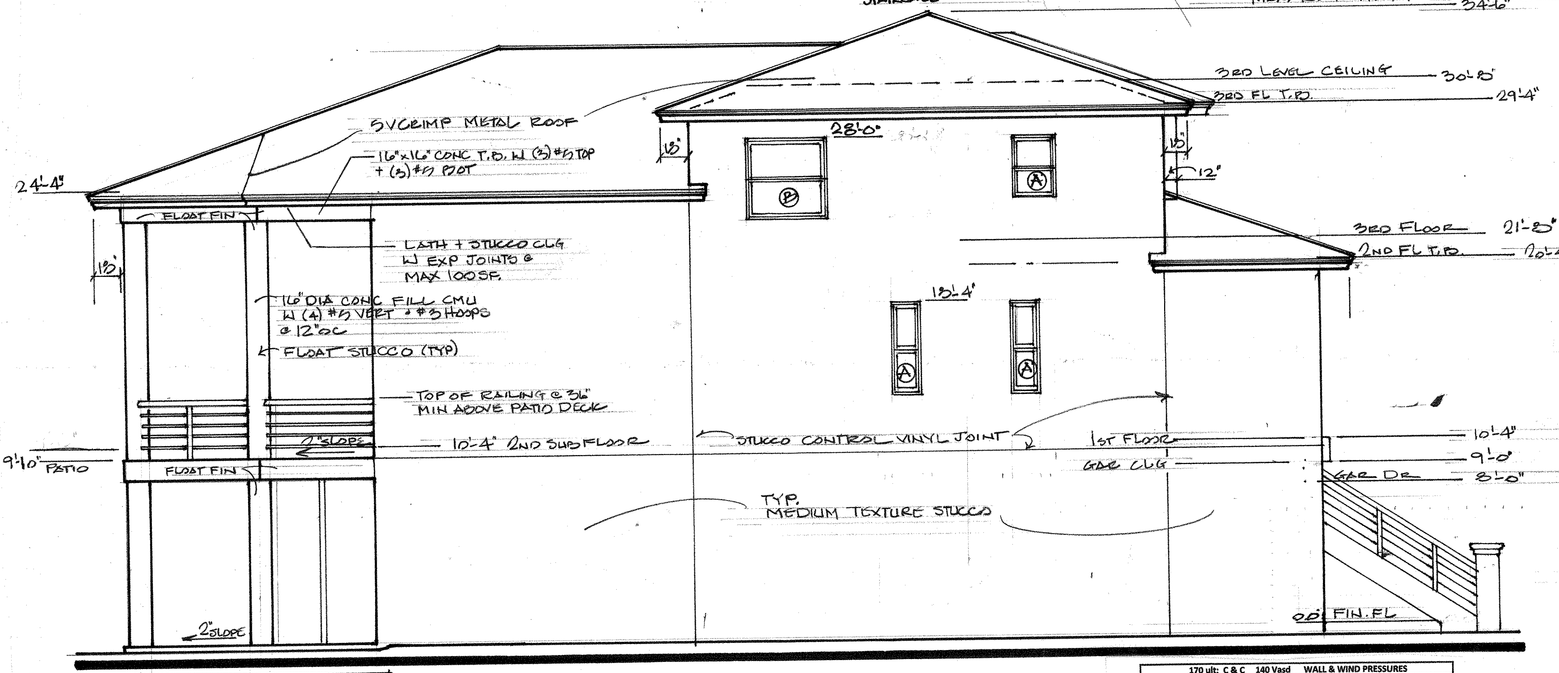
☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

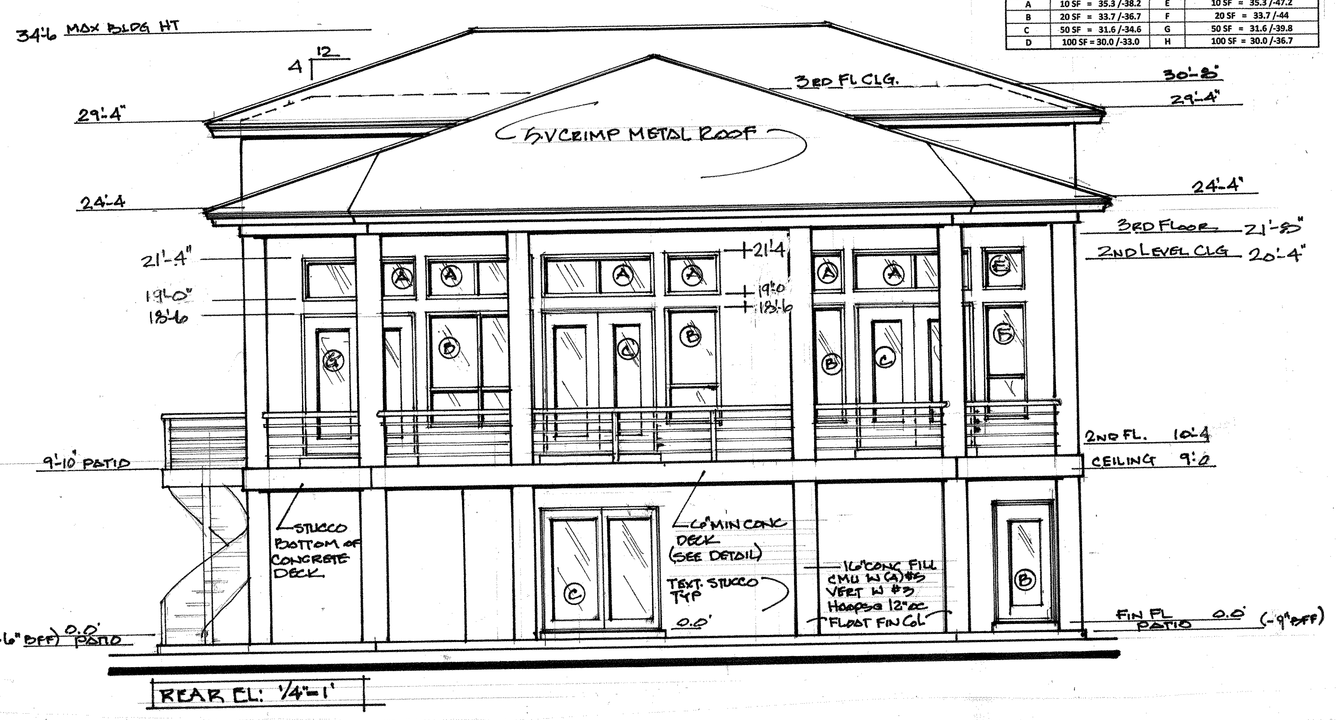
Building Official's or Representative's Signature _____ Date: 4/17/19





LEFT ELEVATION: 1/4"=1'

170 ult: C & C 140 Vasd WALL & WIND PRESSURES			
ROOF SLOPES BETWEEN 2 1/2 :12 AND 6:12			
170 MPH ult "D"		RISK CAT II	HEIGHT < 30
ZONE 4		ZONE 5	
A	10 SF = 35.3 /-38.2	E	10 SF = 35.3 /-47.2
B	20 SF = 33.7 /-36.7	F	20 SF = 33.7 /-44
C	50 SF = 31.6 /-34.6	G	50 SF = 31.6 /-39.8
D	100 SF = 30.0 /-33.0	H	100 SF = 30.0 /-36.7



REAR EL: 1/4"=1'

FL. TREND HOMES
2106 BELLA VISTA WAY
PORT ST. LUCIE, FL. 34952
(772) 828-0364
fltrendhomes@gmail.com
CGC 017586

New Residence

MR. ROGER DELPAPA

Lot 35 Block 1 Thumbpoint

Fort Pierce, Florida

Terry J. Brisson, llc
DESIGN & DRAFTING SERVICES
1705 Porpoise Ave
Ft. Pierce, Fl. 34949
(772) 828-0364 fltrendhomes@gmail.com

JOB# 16-744
DATE: DEC 2016
2 OF 2

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

AFFIDAVIT OF NOTIFICATION AND MAILING

I, the undersigned, do hereby declare that I did mail copies of a notice of public hearings to each owner of the property located, or having any part thereof, situated within five hundred (500) feet of any point of the property for which the request has been made and to the owner of the property for which the request has been made, as required by Chapter 22, Article X, Section 22-143 of the Code of Ordinances.

Project: Conditional Use with New Construction – Delpapa Residence – 1655 Thumb Point Drive

Staff Name: Vennis Gilmore, Planner

Staff Signature: _____

Date Mailed: May 30, 2019

Number of Mailed Letters: 44

Attachments:
Copy of notice of public hearings
Mailing list
Map of properties notified

1
John B Culverhouse Sr
1635 Thumb Point DR
Fort Pierce; FL 34949-3570

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David C Wood
1639 Thumb Point DR
Fort Pierce; FL 34949-3570

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1643 Thumb Point Dr
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Albert Dimoush
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Dennis G Dougherty
375 Sandpiper DR
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Florida Beach and Golf Retreats LLC
7216 Maidstone DR
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Denis F Glennon (TR)
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Juergen Spriewald
Ilexweg 47
Koeln 59769

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1525 Thumb Point DR
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Fort Pierce; FL 34949-3571

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Dina E Samano
1610 Bahia DR
Fort Pierce; FL 34949-3545



Location Map

1655 Thumb Point Drive

Delpapa Residence

THE SUNRISE CITY
FORT PIERCE
Florida

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Delpapa Residence - 1655 Thumb Point Drive

NOTICES PROVIDED PURSUANT TO: City Code Section 22-143. Public Hearings A,B,C, & D

NOTICE BY NEWSPAPER: June 2nd, 2019

NOTICE BY MAIL: May 30th, 2019

NOTICE BY SIGNS: June 6th, 2019

VERIFIED BY: Vennis Gilmore **TITLE:** Planning Analyst

SIGNATURE: **DATE:** June 5th, 2019

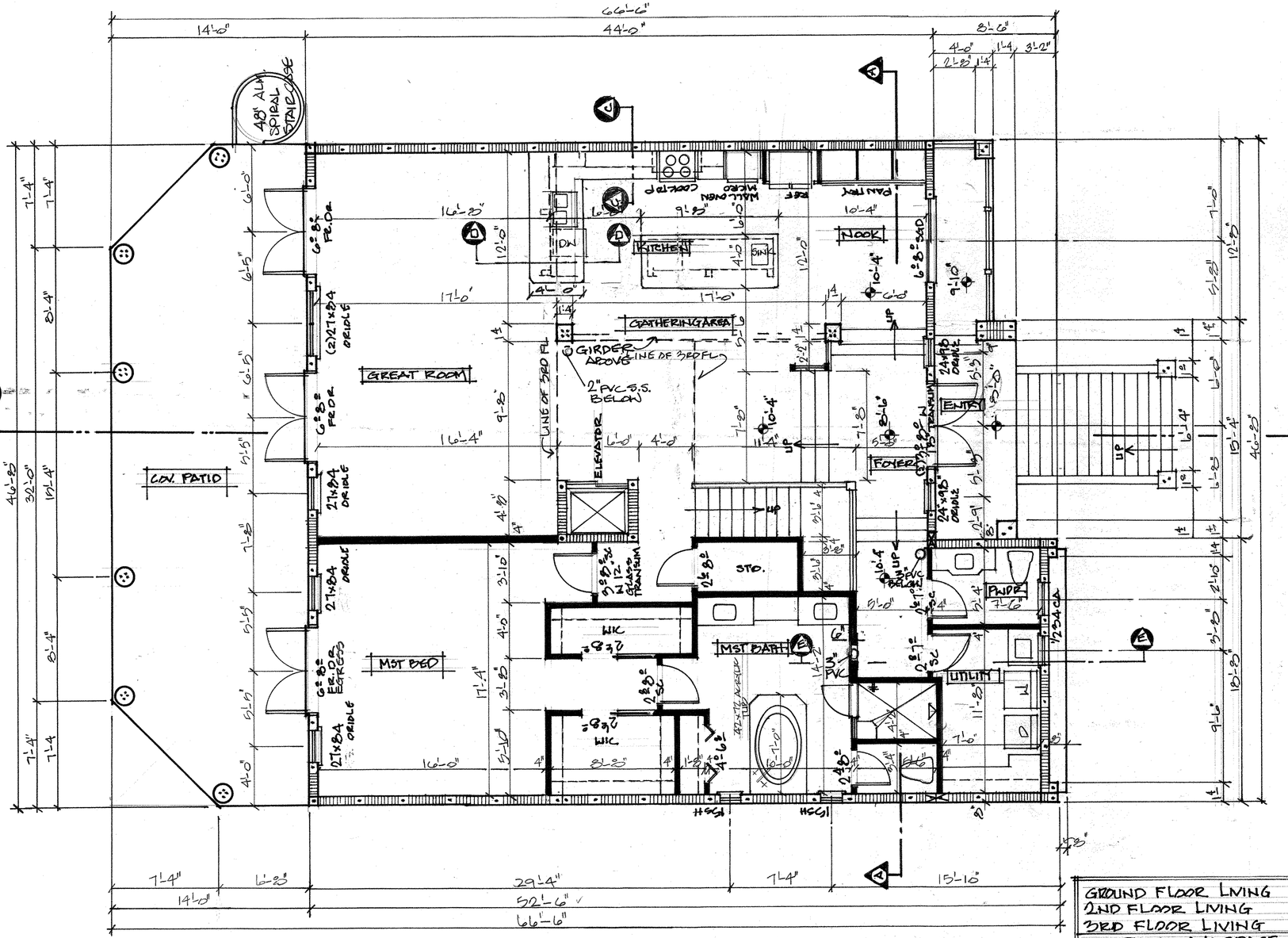
GROUND FLOOR A/C SPACE	240 SF
GARAGE + STORAGE	1,970 SF
GROUND FLOOR PATIO	600 SF
TOTAL GROUND FL	2,810 SF

Terry J. Brisson, llc.
DESIGN & DRAFTING SERVICES
1705 Porpoise Ave
Ft. Pierce, Fl. 34949
(772) 828-0364 ftrendhomes@gmail.com

New Residence
MR. ROGER DELPAPA
Lot 35 Block 1 Thumbpoint
Fort Pierce, Florida

FL. TREND HOMES
2106 BELLA VISTA WAY
PORT ST. LUCIE, FL. 34952
(772) 828-0364
ftrendhomes@gmail.com
CGC 017586

DATE: DEC 2013
JOB#: 18-794



2ND FLOOR PLAN:
1/4"=1'

GROUND FLOOR LIVING	240SF
2ND FLOOR LIVING	2,210SF
3RD FLOOR LIVING	1,036SF
TOTAL A/C SPACE	3,486SF
GARAGE/STORAGE	1,970SF
GROUND FLOOR PATIO	600SF
2ND FLOOR BALCONY	600SF
ENTRY BALCONY	130SF
TOTAL UNDER ROOF	6,786 SF

Terry J. Brisson, llc
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1705 Porpoise Ave
Ft. Pierce, Fl. 34949
(772) 828-0364 fltrendhomes@gmail.com

New Residence

MR. ROGER DELPAPA

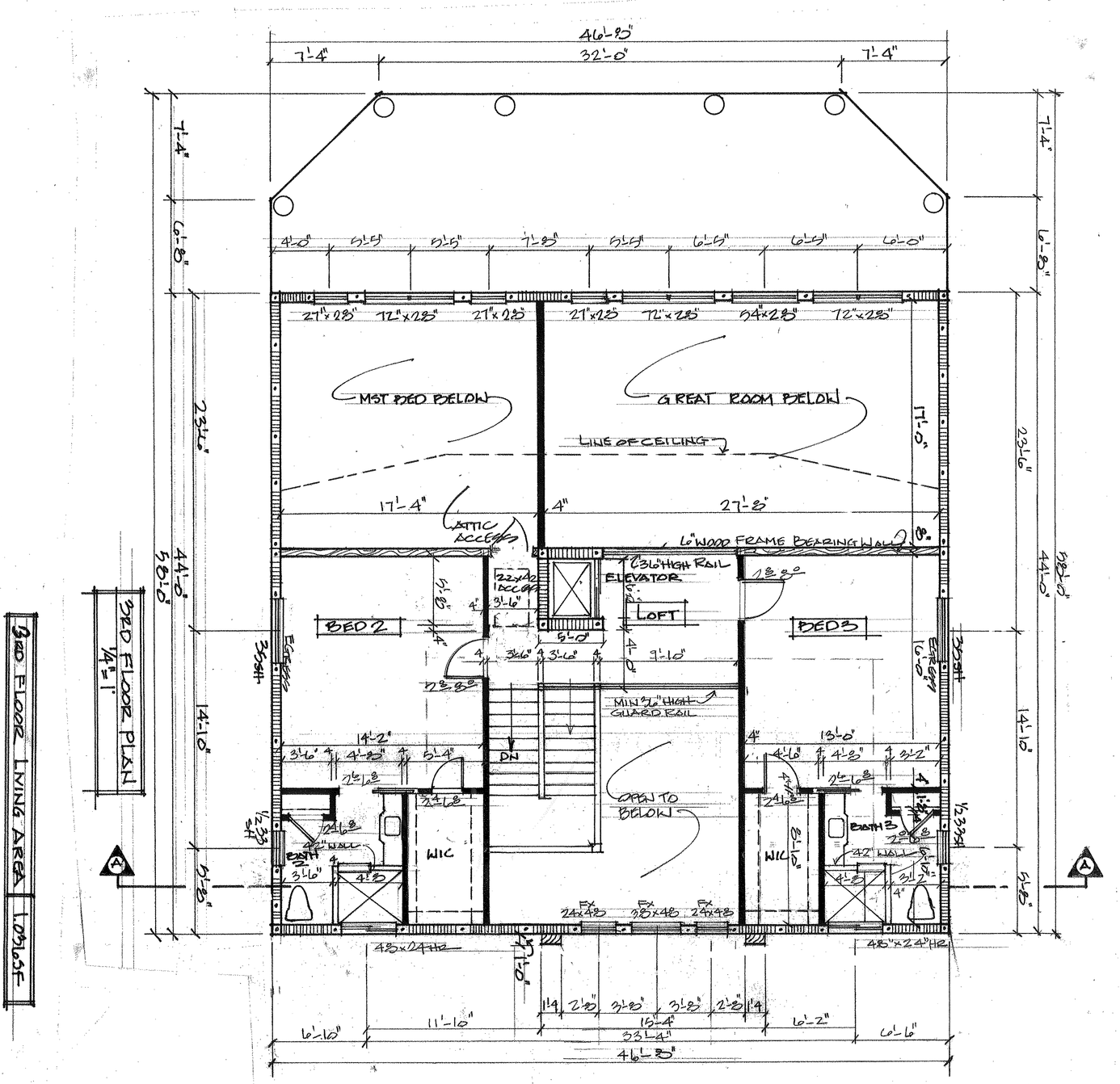
Lot 35 Block 1 Thumbpoint

Fort Pierce, Florida

FL. TREND HOMES
2106 BELLA VISTA WAY
PORT ST. LUCIE, FL. 34952
(772) 828-0364
fltrendhomes@gmail.com
CGC 017586

DATE: 08 2018

JOB#: 18-754



FL. TREND HOMES
2106 BELLA VISTA WAY
PORT ST. LUCIE, FL. 34952
(772) 828-0364
fltrendhomes@gmail.com
CGC 017586

New Residence

MR. ROGER DELPAPA

Lot 35 Block 1 Thumbpoint

Fort Pierce, Florida

Terry J. Brisson, llc
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Ft. Pierce, Fl. 34949
(772) 828-0364 fltrendhomes@gmail.com

DATE: Dec '06
JOB: 18-754
8 OF 8

Technical Review Committee meeting

April 18th, 2019

Case # 19-04000005

Conditional use with new construction

Delpapa residence, 1655 Thumbpoint Drive, Ft. Pierce

Comments:

No comments.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

April 18, 2019

TECHNICAL REVIEW PROJECT # 19-04000005 (Conditional Use w/ New Construction)

Conditional Use – Delpapa Residence – approx. 1655 Thumb Point Drive

Comments

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: Approved - Point of service for electric will be at the NW corner of the property

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Planning Analyst

FROM : John R. Andrews, P.E., City Engineer

RE : Delpapa Residence – 1655 Thumb Point Drive
TRC No. 19-04000005

RECEIVED
APR 17 2019
CITY OF FORT PIERCE
PLANNING & ZONING

DATE : April 17, 2019

This is to advise you that we have completed the review of the following documents as received by this office on April 5, 2019:

- [x] Conditional Use
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [ ] Do Not Recommend

- [x] Approval of Conditional Use
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] No comment

Q:\ENGINEERING\Site Development Projects\Addresses\1655 Thumbpoint\Conditional Use\Submittal No. 1 - 040519\CU Comments - 041719.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

RECEIVED
APR 17 2019
CITY OF FORT PIERCE
PLANNING & ZONING

Meeting Date: 4.18.19
Property Address: 1655 Thumb Pt. Dr.
Property Name: DelPapa Residence
Project Name: CU – No New Construction
Planner: Vennis Gilmore

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☑ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 4/17/19

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

AFFIDAVIT OF NOTIFICATION AND MAILING

I, the undersigned, do hereby declare that I did mail copies of a notice of public hearings to each owner of the property located, or having any part thereof, situated within five hundred (500) feet of any point of the property for which the request has been made and to the owner of the property for which the request has been made, as required by Chapter 22, Article X, Section 22-143 of the Code of Ordinances.

Project: Conditional Use with New Construction – Delpapa Residence – 1655 Thumb Point Drive

Staff Name: Vennis Gilmore, Planner

Staff Signature: _____

Date Mailed: May 30, 2019

Number of Mailed Letters: 44

Attachments:
Copy of notice of public hearings
Mailing list
Map of properties notified

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Location Map

1655 Thumb Point Drive

Delpapa Residence

THE SUNRISE CITY
FORT PIERCE
Florida

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Delpapa Residence - 1655 Thumb Point Drive

NOTICES PROVIDED PURSUANT TO: City Code Section 22-143. Public Hearings A,B,C, & D

NOTICE BY NEWSPAPER: June 2nd, 2019

NOTICE BY MAIL: May 30th, 2019

NOTICE BY SIGNS: June 6th, 2019

VERIFIED BY: Vennis Gilmore **TITLE:** Planning Analyst

SIGNATURE: **DATE:** June 5th, 2019

City Commission Regular Meeting **12.c.**

Meeting Date: 06/17/2019

Re: Minor Replat - Harbour Isle - 825 Seaway Drive

SUBJECT:

Quasi Judicial Hearing - Review and approval of an application for Subdivision (Minor Replat), submitted by property owner, Harbour Isle Development Commercial, LLC & applicant Mason Development & Construction, to replat 3.1 acres of land (2 Parcels) at or near 825 Seaway Drive in front of the Harbour Isle Development in Fort Pierce, FL. The property is zoned Planned Development (PD). Parcel ID: 2402-501-0001-000-5 & 2402-501-0001-010-8.

SUMMARY:

- The applicant is requesting a Minor Replat for a 3.1 acre parcel apart of the Harbour Isle Planned Development. The proposed effect to replat is being requested because the property owner split this parcel and the parcel adjacent to the east with the St. Lucie County Property Appraisers Office without going thorugh the plat process with the City. Because this parcel was already split from the rest of the Harbour Isle Residential development and then split again, accoding to Chapter 177 of the Florida State Statutes and Chapter 18 of the City Code, a replat is required.
- On February 4, 2019 the City Commission approved ordinance 19-003, which was for the construction of a 11,050 square foot commercial building with associated infrastructure. The replat is needed because it has been split more than three (3) times from the original parcel that existed in 2004 before the Harbour Isle Planned Development was approved.
- The applicant has worked with the City of Fort Pierce Engineering Department and Northstar Geomatics to insure that the plat conforms with the rules and regulations regarding the platting of land in the State of Florida.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Brandon C. Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee
Northstar Geomatics
City of Fort Pierce Engineering Department

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Application & Supporting Documents
Third Replat of Harbour Isle
TRC Comments
TRC Comment Response from Applicant
Public Notification Certification

Form Review

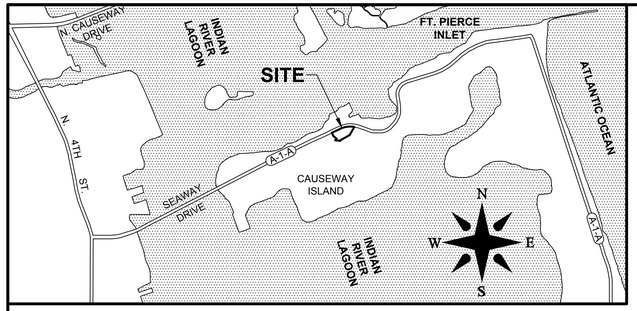
Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2019 11:34 AM

Form Started By: Brandon Creagan
Started On: 05/08/2019 01:29 PM
Final Approval Date: 05/28/2019

THIRD REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND

BEING A REPLAT OF TRACT "D-1", SECOND REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 9, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 2, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK:	
PAGE:	
DOCKET NO.:	



VICINITY SKETCH

(NOT TO SCALE)

LEGAL DESCRIPTION:

TRACT "D-1", SECOND REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 9, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 3.086 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP & DEDICATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

HARBOUR ISLE PLAZA, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND HARBOUR ISLE DEVELOPMENT COMMERCIAL, LLC, OWNERS OF THE LAND DESCRIBED AND PLATTED HEREIN AS THIRD REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND, BEING IN THE CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON.

IN WITNESS WHEREOF THE ABOVE NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGING MEMBER THIS _____ DAY OF _____, 2019.

HARBOUR ISLE PLAZA, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
PAUL B. HANNA, MANAGING MEMBER

_____
PRINTED NAME

WITNESS: _____

_____
PRINTED NAME

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION AS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2019, BY PAUL B. HANNA, OF HARBOUR ISLE PLAZA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND HE ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SAID INSTRUMENT AS MANAGING MEMBER OF SAID LIMITED LIABILITY COMPANY, AND THAT HE IS PERSONALLY KNOWN TO ME.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

_____ _____
MY COMMISSION NO.: SIGNATURE OF NOTARY PUBLIC

_____ _____
MY COMMISSION EXPIRES: PRINTED NAME OF NOTARY PUBLIC

NOTARY STAMP

NOTES:

1. ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS OTHERWISE NOTED.
2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF FORT PIERCE ZONING REGULATIONS.
3. LINEAR UNIT = U.S. SURVEY FOOT. ALL DISTANCES SHOWN HEREON ARE MEASURED ON HORIZONTAL PLANE.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT "D-1" AS SHOWN ON SECOND REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND AS RECORDED IN PLAT BOOK 46, PAGE 9, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, WHICH BEARS NORTH 64°50'00" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. NO BUILDING OR ANY KIND OF CONSTRUCTION, TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
6. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY.
7. ALL REFERENCES TO OFFICIAL RECORDS REFER TO THE PUBLIC RECORDS OF ST. LUCIE COUNTY.

CERTIFICATE OF OWNERSHIP & DEDICATION CONTINUED:

STATE OF FLORIDA
COUNTY OF PALM BEACH

HARBOUR ISLE PLAZA, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND HARBOUR ISLE DEVELOPMENT COMMERCIAL, LLC, OWNERS OF THE LAND DESCRIBED AND PLATTED HEREIN AS THIRD REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND, BEING IN THE CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON:

IN WITNESS WHEREOF THE ABOVE NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGING MEMBER THIS _____ DAY OF _____, 2019.

HARBOUR ISLE DEVELOPMENT COMMERCIAL, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: TBH, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
AS MANAGING MEMBER

WITNESS: _____ BY: _____
PHILLIP L. BRANDT, REGISTERED AGENT

_____
PRINTED NAME

WITNESS: _____

_____
PRINTED NAME

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION AS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2019, BY PHILLIP L. BRANDT, OF TBH LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND HE ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SAID INSTRUMENT AS REGISTERED AGENT OF SAID LIMITED LIABILITY COMPANY, AND THAT HE IS PERSONALLY KNOWN TO ME.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

_____ _____
MY COMMISSION NO.: SIGNATURE OF NOTARY PUBLIC

_____ _____
MY COMMISSION EXPIRES: PRINTED NAME OF NOTARY PUBLIC

NOTARY STAMP

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, MARK H. DAHLMEIER, MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _____, 2019:

1. APPARENT RECORD TITLE TO THE LAND DESCRIBED AND AS SHOWN ON THIS PLAT IS IN THE NAME OF HARBOUR ISLE PLAZA, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND HARBOUR ISLE DEVELOPMENT COMMERCIAL EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON.
2. THAT THE CURRENT TAXES HAVE BEEN PAID.
3. THAT THERE ARE NO MORTGAGES OF RECORD.

DATED THIS _____ DAY OF _____, 2019. BY: _____
MARK H. DAHLMEIER, ESQUIRE
FLORIDA BAR NO. 366950
JONES, FOSTER, JOHNSTON & STUBBS, P.A.
FLAGLER CENTER TOWER
505 SOUTH FLAGLER DRIVE, SUITE 1100
WEST PALM BEACH, FLORIDA 33401

CLERK'S RECORDING CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGES _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2019.

_____
JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

CLERK

CITY COMMISSION CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____ / _____ / _____ , 2019 .

BY: _____
LINDA COX, CITY CLERK

CITY

REVIEWING SURVEYOR'S CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THE PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, FLORIDA STATUTES.

THIS _____ DAY OF _____, 2019.

_____
GREGORY S. FLEMING, P.S.M.
FLORIDA CERTIFICATE NO. 4350

CITY ATTORNEY'S CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND SUFFICIENCY.

THIS ____ DAY OF _____, 2019

_____
PETER J. SWEENEY, CITY ATTORNEY
CITY OF FORT PIERCE

PLANNING AND ZONING APPROVAL:

IT IS HEREBY CERTIFIED THAT THE PLAT MEETS THE REQUIREMENTS OF THE PD, PLANNED DEVELOPMENT, AS SET FORTH IN SECTION 22-40 OF THE CITY OF FORT PIERCE DEVELOPMENT CODE.

THIS ____ DAY OF _____, 2019

BY _____
REBECA GUERRA, AICP
INTERIM PLANNING DIRECTOR
CITY OF FORT PIERCE, FLORIDA.

SURVEYOR & MAPPER'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND MONUMENTS HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF F.S. CH. 177.

DATED THIS _____ DAY OF _____, 2019.

_____
ROBERT J. CAJAL, P.S.M.
FLORIDA CERTIFICATE NO. 6266
WALLACE SURVEYING CORPORATION
5553 VILLAGE BOULEVARD
WEST PALM BEACH, FL 33407
CERTIFCATE OF AUTHORIZATION NO. L.B. 4569

SURVEYOR

This instrument prepared by: *Robert J. Cajal in the office of Wallace Surveying Corporation 5553 Village Boulevard, West Palm Beach, Florida 33407*

WALLACE SURVEYING CORP. LICENSED BUSINESS # 4569
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

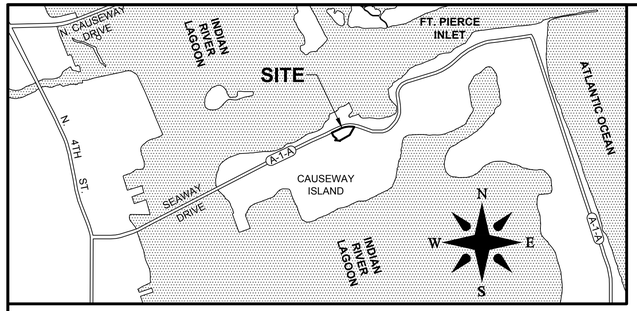
FIELD:	JOB No.: 18-1256.8	F.B. PG.
OFFICE: R.C.	DATE: JANUARY, 2019	DWG. No.: 18-1256-7
C'K'D:	REF.: 18-1256-7.DWG	SHEET 1 OF 2

THIRD REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND

BEING A REPLAT OF TRACT "D-1", SECOND REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 9, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 2, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA.

PLAT BOOK:	
PAGE:	
DOCKET NO.:	

SHEET 2 OF 2



VICINITY SKETCH
(NOT TO SCALE)

N
W E
S

0' 30' 60' 90'
SCALE: 1"=30'

ABBREVIATIONS AND SYMBOLS:

□	= SET 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "P.R.M. LB #4569"
○	= SET 5/8" IRON ROD & CAP "WALLACE LB #4569"
⊘	= SET MAG NAIL & DISK STAMPED "P.R.M. LB #4569"
◉	= SET MAG NAIL & DISK STAMPED "WALLACE LB #4569"
■	= FOUND 4"X4" CONCRETE MONUMENT (AS NOTED)
A.K.A.	= ALSO KNOWN AS
C.B.	= CHORD BEARING
CH	= CHORD (DISTANCE)
C/L, ℄	= CENTERLINE
C.L.F.	= CHAIN LINK FENCE
D.B.	= DEED BOOK
D.E.	= DRAINAGE EASEMENT
L.A.E.	= LIMITED ACCESS EASEMENT
LB	= LICENSED BUSINESS
L.B.	= LANDSCAPE BUFFER
NAD	= NORTH AMERICAN DATUM
O.R.B.	= OFFICIAL RECORDS BOOK
O/S	= OFFSET
P.B.	= PLAT BOOK
S.L.C.	= ST. LUCIE COUNTY
PG(S)	= PAGE(S)
P.R.M.	= PERMANENT REFERENCE MONUMENT
R.P.B.	= ROAD PLAT BOOK
RGE.	= RANGE
R/W	= RIGHT OF WAY
SEC.	= SECTION
S.R.	= STATE ROAD
TWP.	= TOWNSHIP
U.E.	= UTILITY EASEMENT
A	= ARC LENGTH
Δ	= CENTRAL ANGLE
R	= RADIUS
N:	= NORTHING
E:	= EASTING
W.C.	= WITNESS CORNER

℄ SEAWAY DRIVE (S.R. A-1-A)
(100' WIDE PUBLIC R/W)

(BASIS OF BEARINGS) N64°50'00"E 244.91'

50.00'

"P.R.M. CULPEPPER LB #4286"

15' U.E. (O.R.B. 1954, PG. 1848) (O.R.B. 1954, PG. 1851)

A=11.90'
Δ=01°01'21"
C.B.=N65°20'41"E

(RADIAL BEARING) S24°08'39"E

Δ=34°26'07"
A=400.74'
R=666.78'
Δ=33°24'46"
A=388.84'

50.00'

S79°04'10"E 13.90'
N13°58'55"E 6.74'
S77°09'14"E 4.68'
N10°35'13"E 4.53'
S77°24'08"E 6.90'
N56°46'39"E 19.92'
34.84'

FOUND 5/8" IRON ROD & ILLEGIBLE CAP. REMOVED AND REPLACED WITH 4"X4" CONC. MONUMENT & DISK STAMPED "P.R.M. LB #4569"

TRACT "D-1B"
(67531.959 S.F.
1.550 ACRES ±)

50' NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND PARKING ACCESS (O.R.B. 4185, PG. 1545)

S25°10'00"E (NOT RADIAL) 274.36'

WALL CONSTRUCTION, MAINTENANCE, REPAIR & ACCESS EASEMENT (O.R.B. 2203, PG. 950)

N10°53'35"E 72.52'
138.68'
N18°29'18"E 34.11'
S29°41'35"W 251.41'
(NOT RADIAL)
(RADIAL BEARING) S09°16'07"W

S29°41'35"W 29.82'
48.28'
N43°58'12"E 36.87'

TRACT "D-2"
SECOND REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND
(P.B. 46, PG. 9)

TOP BROKEN, NO IDENTIFICATION

N25°35'16"W 100.58'

0.1'E.

TRACT "D-1A"
(66877.432 S.F.
1.535 ACRES ±)

N51°15'52"W 111.83'

TRACT "I"
HARBOUR ISLE AT HUTCHINSON ISLAND
(P.B. 43, PG. 31)

FOUND 5/8" IRON ROD 0.4'S & 0.4'E OF SET P.R.M.

10' UTILITY EASEMENT (O.R.B. 2102, PG. 1843 & O.R.B. 2156, PG. 2096)

(NOT RADIAL) N38°43'51"E 60.32'

10'

110.81' S56°04'07"E

BROKEN TOP

10' U.E. (O.R.B. 2171, PG. 2912) (O.R.B. 2191, PG. 560)

(RADIAL BEARING) S01°19'14"W

Δ=12°16'25"
A=132.45'
R=618.32'
C.B.=N82°32'38"W

SEE DETAIL "A" @ RIGHT FOR TIES TO 10' U.E. RECORDED IN O.R.B. 2171, PG. 2912 & O.R.B. 2191, PG. 560

(RADIAL BEARING) S13°35'39"W

TRACT "F"
HARBOUR ISLE AT HUTCHINSON ISLAND
(P.B. 43, PG. 31)

TRACT "C"
HARBOUR ISLE AT HUTCHINSON ISLAND
(P.B. 43, PG. 31)

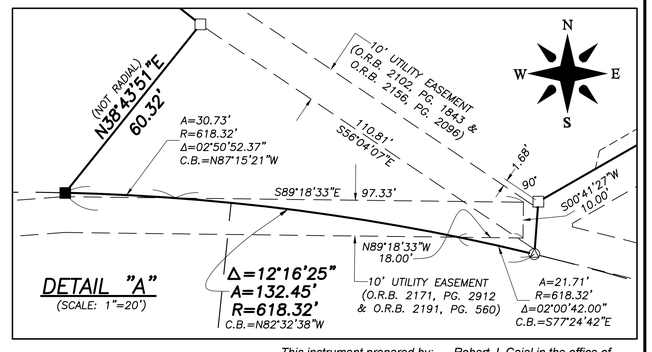
(SOUTHERLY LINE TRACT "D-1A")
N60°00'25"E
142.90'
N12°46'29"E 5.29'
18.32'
1.68'
90°

(NOT RADIAL) S04°20'50"W 14.73'

(WALL EASEMENT) 271.37'
S60°12'16"W 284.66' (WALL EASEMENT)
S60°12'16"W 302.98'
160.08'

10' UTILITY EASEMENT (O.R.B. 2102, PG. 1843 & O.R.B. 2156, PG. 2096)

TRACT "D-2"
SECOND REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND
(P.B. 46, PG. 9)



DETAIL "A"
(SCALE: 1"=20')

Δ=12°16'25"
A=132.45'
R=618.32'
C.B.=N82°32'38"W

10' UTILITY EASEMENT (O.R.B. 2171, PG. 2912 & O.R.B. 2191, PG. 560)

A=21.71'
R=618.32'
Δ=02°00'42.00"
C.B.=S77°24'42"E

This instrument prepared by: Robert J. Cajal in the office of Wallace Surveying Corporation 5553 Village Boulevard, West Palm Beach, Florida 33407

WALLACE SURVEYING CORP. LICENSED BUSINESS # 4569
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

FIELD:	JOB No.: 18-1256.8	F.B. PG.
OFFICE: R.C.	DATE: JANUARY, 2019	DWG. No.: 18-1256-7
C'K'D:	REF.: 18-1256-7.DWG	SHEET 2 OF 2

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Subdivision

Property address or Location 801 Seaway DR.
Parcel ID #(s) 2402-501-0001-000/5 (D-1)
Project description 3.1 acre parcel

Harbour Isle Dev Com LLC	Mason Dev & Const.
Property Owner(s)	Applicant/Representative, Title, Company
801 Seaway Dr.	224 Chimney Corner Lane
Street Address	Street Address
Hutchinson Island FL 34949	Jupiter FL 33458
City State Zip	City State Zip
	561 623 8801
Phone Number	Phone Number
	jingenito@masondc.com
Email Address	Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

M Lopez, Pres
Property Owner(s) Signature(s)

STATE OF FLORIDA – COUNTY Orange
The foregoing instrument was acknowledged before me this 16th day of November 2018, by Mason Simpson who is personally known to me or has produced _____ as identification.

Mary L McKenzie
Signature of Notary

Notary Public State of Florida
Mary L McKenzie
My Commission GG 145763
Expires 09/25/2021

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

☐ SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- ☐ A copy of the deed
- ☐ Signed and sealed survey
- ☐ Concurrency application, complete
- ☐ Complete, notarized application

☐ SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- ☐ Street construction plans
- ☐ Electric Infrastructure plans
- ☐ Water & Sewer system construction plans
- ☐ Gas Infrastructure plans
- ☐ Stormwater Retention plans
- ☐ Complete, notarized application

☐ SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ Signed and sealed survey
- ☐ Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- ☐ Complete, notarized application

☒ SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☑ A copy of the deed
- ☑ As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- ☑ Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
  - o proposed lots, including acreage, square footage, & dimensions.
  - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- ☑ Complete, notarized application

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2718472 OR BOOK 2377 PAGE 203, Recorded 09/29/2005 at 02:35 PM
Doc Tax: $6300.00

W/C SLW #49

Prepared by and return to:
Jack B. Owen, Jr., P.A.
4500 PGA Boulevard, Suite 206
Palm Beach Gardens, FL 33418
561-622-4521
File Number: **Harb Isle Comm**

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 28th day of September, **2005** between **Jack B. Owen, Jr., also known as Jack P. Owen, Jr., as Trustee, under Florida Statute 689.071 of the Causeway Island Land Trust dated June 29, 2001,** whose post office address is **4500 PGA Boulevard, Suite 207, Palm Beach Gardens, FL 33418**, grantor, and **Harbour Isle Development Commercial, LLC, a Florida Limited Liability Company** whose post office address is **801 Seaway Drive, Hutchinson Island, FL 34949**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida**, to-wit:

Tracts "A" "E", "G", "H", and "L" of HARBOUR ISLE AT HUTCHINSON ISLAND, according to the Plat thereof, recorded in Plat Book 43, Page 31, of the public records of St. Lucie County, Florida.

Tract "D-1", of the SECOND REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND, according to the Plat thereof, recorded April 1, 2005, in Plat Book 46, Page 9, of the public records of St. Lucie County, Florida.

Parcel Identification Numbers for each of theTracts are set forth below:

Tract "A"	**2402-500-0001-000/2**
Tract "D-1"	**2402-501-0001-000/5**
Tract "E"	**2402-500-0005-000/0**
Tract "G"	**2402-500-0007-000/4**
Tract "H"	**2402-500-0008-000/1**
Tract "L"	**2402-500-0012-000/2**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

DoubleTime®

Boundary Survey For:

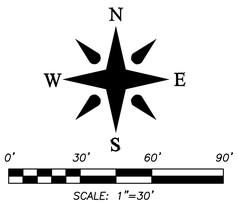
HARBOUR ISLE PLAZA

LEGEND

A	= ARC LENGTH
A/C	= AIR CONDITIONING
A.E.	= ACCESS EASEMENT
A.K.A.	= ALSO KNOWN AS
ASPH.	= ASPHALT
B.F.P.	= BACKFLOW PREVENTOR
BLDG.	= BUILDING
B.M.	= BENCHMARK
B.O.C.	= BACK OF CURB
B.O.W.	= BACK OF WALK
(C)	= CALCULATED
CATV	= CABLE ANTENNA TELEVISION
C.B.	= CHORD BEARING
C.B.S.	= CONCRETE BLOCK STRUCTURE
C.C.C.L.	= COASTAL CONSTRUCTION CONTROL LINE
CH	= CHORD
C.L.F.	= CHAIN LINK FENCE
CLR.	= CLEAR
C.M.P.	= CORRUGATED METAL PIPE
CONC.	= CONCRETE
(D)	= DESCRIPTION DATUM
D.B.	= DEED BOOK
D.C.D.A.	= DOUBLE CHECK DETECTOR ASSEMBLY
D.E.	= DRAINAGE EASEMENT
D.H.	= DRILL HOLE
D/W	= DRIVEWAY
EL.	= ELEVATION
ENC.	= ENCROACHMENT
E.O.P.	= EDGE OF PAVEMENT
E.O.W.	= EDGE OF WATER
ESM'T	= EASEMENT
F.D.C.	= FIRE DEPARTMENT CONNECTION
F.F.	= FINISHED FLOOR
FND.	= FOUND
F.O.C.	= FACE OF CURB
I.D.	= INSIDE DIAMETER
INV.	= INVERT
I.T.W.C.D.	= INDIAN TRAIL WATER CONTROL DISTRICT
L.A.E.	= LIMITED ACCESS EASEMENT
L.B.	= LICENSE BOARD
L.W.D.D.	= LAKE WORTH DRAINAGE DISTRICT
(M)	= FIELD MEASUREMENT
M.H.	= MANHOLE
M.H.W.L.	= MEAN HIGH WATER LINE
MIN.	= MINIMUM
M.L.W.L.	= MEAN LOW WATER LINE
N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM
N.P.B.C.I.D.	= NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
N.T.S.	= NOT TO SCALE
O.A.	= OVERALL
O.D.	= OUTSIDE DIAMETER
O/H	= OVERHEAD UTILITY LINE
O.R.B.	= OFFICIAL RECORD BOOK
O/S	= OFFSET
P	= PLANTER
(P)	= PLAT DATUM
P.B.	= PLAT BOOK
P.B.C.	= PALM BEACH COUNTY
P.C.	= POINT OF CURVATURE
P.C.C.	= POINT OF COMPOUND CURVATURE
P.C.P.	= PERMANENT CONTROL POINT
PG.	= PAGE
P.I.	= POINT OF INTERSECTION
P/O	= PART OF
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
P.R.C.	= POINT OF REVERSE CURVATURE
P.R.M.	= PERMANENT REFERENCE MONUMENT
PROP.	= PROPOSED
P.T.	= POINT OF TANGENCY
PVM'T	= PAVEMENT
(R)	= RADIAL
R	= RADIUS
RGE.	= RANGE
R.P.B.	= ROAD PLAT BOOK
R.P.Z.	= REDUCED PRESSURE ZONE
R/W	= RIGHT OF WAY
(S)	= SURVEY DATUM
S.B.	= SETBACK
SEC.	= SECTION
S/D	= SUBDIVISION
S.F.	= SQUARE FEET
S.F.W.M.D.	= SOUTH FLORIDA WATER MANAGEMENT DISTRICT
S.I.R.W.C.D.	= SOUTH INDIAN RIVER WATER CONTROL DISTRICT
S.R.	= STATE ROAD
STA.	= STATION
STY.	= STORY
S/W	= SIDEWALK
T.O.B.	= TOP OF BANK
T.O.C.	= TOP OF CURB
T.O.W.	= TOP OF WALL
TWP.	= TOWNSHIP
TYP.	= TYPICAL
U/C	= UNDER CONSTRUCTION
U.E.	= UTILITY EASEMENT
U.R.	= UNRECORDED
W.C.	= WITNESS CORNER
W.M.E.	= WATER MANAGEMENT EASEMENT
W.M.M.E.	= WATER MANAGEMENT MAINTENANCE EASEMENT
W.M.T.	= WATER MANAGEMENT TRACT
YD	= YARD DRAIN
℄	= BASELINE
℄	= CENTERLINE
△	= CENTRAL ANGLE/DELTA
■	= CONCRETE MONUMENT FOUND (AS NOTED)
□	= CONCRETE MONUMENT SET (LB #4569)
●	= ROD & CAP FOUND (AS NOTED)
○	= 5/8" IRON ROD & CAP SET (LB #4569)
⊙	= IRON PIPE FOUND (AS NOTED)
◪	= IRON ROD FOUND (AS NOTED)
▲	= NAIL FOUND (AS NOTED)
◉	= NAIL & DISK FOUND (AS NOTED)
⊚	= MAG NAIL & DISK SET (LB #4569)
℄	= PROPERTY LINE
⊘ ⊠	= UTILITY POLE
⍙	= FIRE HYDRANT
⊞	= WATER METER
⋈	= WATER VALVE
⊠	= LIGHT POLE

TITLE COMMITMENT REVIEW

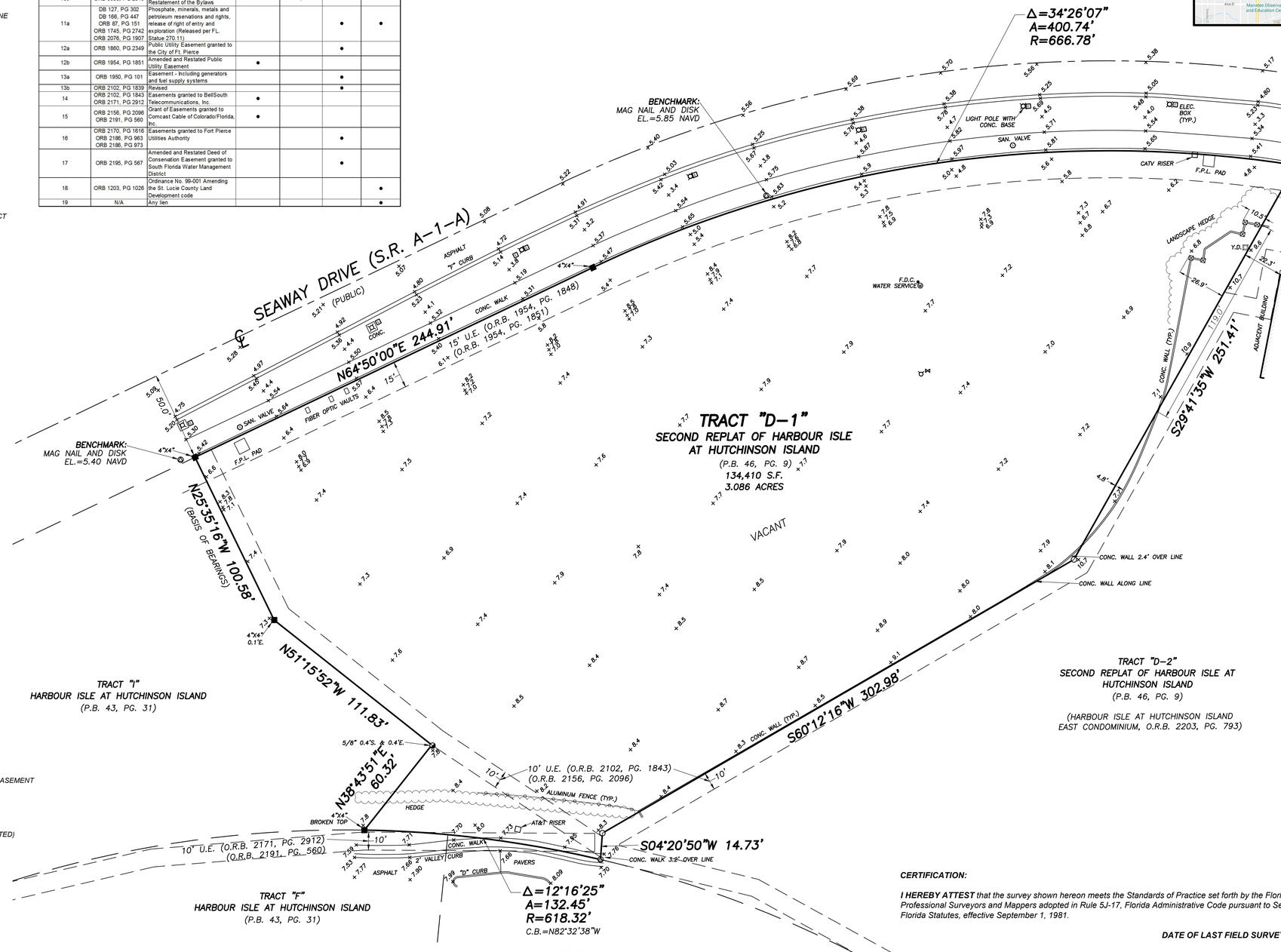
CLIENT:	TRIPLETAIL INVESTORS, LLC	COMMITMENT NO. : 127661-41	DATE: JUNE 28, 2018			
REVIEWED BY:	CRAIG L. WALLACE	JOB NO. : 18-1256.1				
B2 ITEM NO.	**DOCUMENT**	**DESCRIPTION**	**AFFECTS AND PLOTTED**	**AFFECTS AND NOT PLOTT-ABLE**	**DOES NOT AFFECT**	**NOT A SURVEY MATTER**
1 TO 7	N/A	Standard Exceptions				•
8	PB 46, PGS 9-10	Plat of SECOND REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND	•			
9	PB 43, PGS 31, 31A AND 31B	Plat of HARBOUR ISLE AT HUTCHINSON ISLAND	•			
10a	ORB 1954, PG 1857	Declaration of Protective Covenants and Restrictions for Harbour Isle		•		
10b	ORB 2103, PG 404 ORB 2203, PG 928 ORB 2389, PG 1	As amended		•		
10c	ORB 3038, PG 2940	Certificate of Amendment and Restatement of the Bylaws		•		
11a	DB 127, PG 302 DB 166, PG 447 ORB 87, PG 151 ORB 1745, PG 2742 ORB 2076, PG 1907	Phosphate, minerals, metals and petroleum reservations and rights, release of right of entry and exploration (Released per FL. Statue 270.11)			•	•
12a	ORB 1860, PG 2349	Public Utility Easement granted to the City of Ft. Pierce			•	
12b	ORB 1954, PG 1851	Amended and Restated Public Utility Easement	•			
13a	ORB 1950, PG 101	Easement - Including generators and fuel supply systems			•	
13b	ORB 2102, PG 1839	Revised			•	
14	ORB 2102, PG 1843 ORB 2171, PG 2912	Easements granted to BellSouth Telecommunications, Inc.	•			
15	ORB 2156, PG 2096 ORB 2191, PG 560	Grant of Easements granted to Comcast Cable of Colorado/Florida, Inc.	•			
16	ORB 2170, PG 1616 ORB 2186, PG 963 ORB 2186, PG 973	Easements granted to Fort Pierce Utilities Authority			•	
17	ORB 2195, PG 567	Amended and Restated Deed of Conservation Easement granted to South Florida Water Management District			•	
18	ORB 1203, PG 1026	Ordinance No. 99-001 Amending the St. Lucie County Land Development code				•
19	N/A	Any lien				•





VICINITY SKETCH

(NOT TO SCALE)



This survey is made specifically and only for the following parties(y) for the purpose of a due diligence on the surveyed property.

Harbour Isle Plaza

The undersigned surveyor assumes no responsibility or liability for any other purpose or to any other party other than stated above.

PROPERTY ADDRESS:
825 Seaway Drive
Fort Pierce, FL 34949

LEGAL DESCRIPTION:
*Tract D-1, **SECOND REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND**, according to the Plat thereof, as recorded in Plat Book 46, Page(s) 9 and 10, of the Public Records of St. Lucie County, Florida.*

FLOOD ZONE:
This property is located in Flood Zone X, according to F.I.R.M. (Flood Insurance Rate Map) No. 12111C 0183J, dated 02/16/2012.

NOTES:

1. *All information regarding record easements, adjoiners, and other documents that might affect the quality of title to tract shown hereon was gained from commitment number 127661-41, issued by Fidelity National Title Insurance Company, dated June 28,2018. This office has made no search of the Public Records.*
2. *Elevations shown hereon, if any, are in feet and decimal parts thereof and are based on NAVD-88. The expected accuracy of the elevations shown hereon is 0.03' for the hard surface elevations and 0.1' for the soft surface elevations. Elevations shown hereon are U.S. survey feet unless otherwise noted.*
3. *Description furnished by client or client's agent.*
4. *Unless it bears the signature and the original raised seal of a Florida licensed surveyor or mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.*
5. *This survey cannot be transferred or assigned without the specific written permission of Wallace Surveying Corporation. Certificate of Authorization Number LB4569.*
6. *Except as shown, underground and overhead improvements are not located. Underground foundations not located.*
7. *The survey sketch shown hereon does not necessarily contain all of the information obtained or developed by the undersigned surveyor in his field work, office work or research.*
8. *No responsibility is assumed by this surveyor for the construction of improvements, from building ties shown on this survey.*
9. *Revisions shown hereon do not represent a "survey update" unless otherwise noted.*
10. *All dates shown within the revisions block hereon are for interoffice filing use only and in no way affect the date of the field survey stated herein.*
11. *In some instances, graphic representations have been exaggerated to more clearly illustrate the relationships between physical improvements and/or lot lines. In all cases, dimensions shown shall control the location of the improvements over scaled positions.*
12. *It is a violation of Rule 5J-17 of the Florida Administrative Code to alter this survey without the express prior written consent of the Surveyor. Additions and/or deletions made to the face of this survey will make this survey invalid.*
13. *The ownership of fences, perimeter walls and/or hedges shown hereon are not known and thus are not listed as encroachments. Fences, hedges and/or perimeter walls are shown in their relative position to the boundary.*
14. *The expected horizontal accuracy of the information shown hereon is +/- 0.10'.*

CERTIFICATION:

I HEREBY ATTEST *that the survey shown hereon meets the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers adopted in Rule 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statutes, effective September 1, 1981.*

DATE OF LAST FIELD SURVEY: 06/21/2018

Craig L. Wallace
Professional Surveyor and Mapper
Florida Certificate No. 3357

REVISIONS:
02/15/19 ADD FULL RECORD PLAT LABELS TO ADJACENT PROPERTIES, R.C.
10/05/18 TRANSLATE TO STATE PLANE COORDINATES S.W./C.W. 18-1256.2
07/30/18 ADD EASEMENTS & TITLE REVIEW S.W. 18-1256.1

Boundary Survey For:

HARBOUR ISLE PLAZA

WALLACE SURVEYING CORP., LICENSED BUSINESS # 4569
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

FIELD: J.P.	JOB No.: 18-1256.1	F.B. MC32 PG. 43	
OFFICE: S.W.	DATE: 06/21/18	DWG. No.: 18-1256	
C'K'D.: C.W.	REF.: 18-1256.DWG	SHEET: 1 OF 1	

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Harbour Isle Shoppes – 825 Seaway Drive
Minor Replat Application
TRC No. 18-09000001

RECEIVED
MAY 0 1 2019
CITY OF FORT PIERCE
PLANNING & ZONING

DATE : April 30, 2019

This is to advise you that we have completed the review of the following documents as received by this office on April 24, 2019:

- [x] Minor Replat Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Minor Replat Approval
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for advisory and engineering comments

Q:\ENGINEERING\Site Development Projects\H\Harbour Isle Shoppes\Plat\Submittal No. 7 -042319\Plat Approval - 043019.docx

1. **Advisory Comment:** The applicant shall submit two (2) sets of signed mylars for final signatures.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

April 30, 2019

Tracy Telle, Assistant City Engineer
City of Fort Pierce Engineering
100 North US 1
Ft. Pierce, FL 34954

RE: THIRD REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND - REVISED PLAT 4-11-19
Plat Review #4

Dear Ms. Telle:

I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1 and City of Fort Pierce Subdivision requirements as provided to me by the City. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, surveyor's opinion of plat boundary or mathematical calculations or acreages.

All my previous plat comments have been satisfactorily addressed by the platting surveyor. The field PRM inspection was successfully completed on March 6, 2019.

Sincerely,

Gregory S. Fleming
For: NorthStar Geomatics Inc.
Florida Surveyor and Mapper No. 4350

P.O. Box 2371, Stuart, Florida, 34995 Phone 772-781-6400 Fax 772-781-6462

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Harbour Isle Shoppes – 825 Seaway Drive
Minor Replat Application
TRC No. 18-09000001

DATE : April 19, 2019

This is to advise you that we have completed the review of the following documents as received by this office on April 12, 2019:

- [x] Minor Replat Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [x] Minor Replat Approval
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for advisory and engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

1. **Advisory Comment:** The applicant shall submit two (2) sets of signed mylars for final signatures.
2. Update the plat to incorporate Northstar Geomatics comment as noted on the attachment.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

April 17, 2019

Tracy Telle, Assistant City Engineer
City of Fort Pierce Engineering
100 North US 1
Ft. Pierce, FL 34954

RE: THIRD REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND - REVISED PLAT 4-11-19
Plat Review #3

Dear Ms. Telle:

I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1 and City of Fort Pierce Subdivision requirements as provided to me by the City. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, surveyor's opinion of plat boundary or mathematical calculations or acreages.

1. The Southwesterly termination of the wall easement in Tract D-1A needs bearing and distance along closing line of easement and a distance to nearest PRM for Tract D-1A

All my previous plat comments (not including comment #1 above) have been satisfactorily addressed by the platting surveyor.
The field PRM inspection was successfully completed on March 6, 2019.

Sincerely,

Gregory S. Fleming
For: NorthStar Geomatics Inc.
Florida Surveyor and Mapper No. 4350

P.O. Box 2371, Stuart, Florida, 34995 Phone 772-781-6400 Fax 772-781-6462

At the Applicants Request the Minor Replat was pulled from the April 2, 2019 City Commission Agenda because revisions needed to be made. The Engineering Department and Northstar Geomatics re-reviewed the plat for conformity with State platting requirements.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Harbour Isle Shoppes – 825 Seaway Drive
Minor Replat Application
TRC No. 18-09000001

DATE : March 8, 2019

RECEIVED
MAR 08 2019
CITY OF FORT PIERCE
PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on March 8, 2019:

- [x] Minor Replat Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Minor Replat Approval
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for advisory comments

Q:\ENGINEERING\Site Development Projects\H\Harbour Isle Shoppes\Plat\Submittal No. 5 - 030819\Plat Approval - 030819.docx

1. **Advisory Comment:** The applicant shall submit two (2) sets of signed mylars for final signatures.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

March 6, 2019

Tracy Telle, Assistant City Engineer
City of Fort Pierce Engineering
100 North US 1
Ft. Pierce, FL 34954

RE: THIRD REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND - Plat Review #2
NorthStar Project No. 18-067

Dear Ms. Telle:

I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1 and City of Fort Pierce Subdivision requirements as provided to me by the City. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, surveyor's opinion of plat boundary or mathematical calculations or acreages.

All my previous plat comments have been satisfactorily addressed by the platting surveyor.

The field PRM inspection was successfully completed on March 6, 2019.

I have no further comments regarding this plat.

Sincerely,

Gregory S. Fleming
For: NorthStar Geomatics Inc.
Florida Surveyor and Mapper No. 4350

P.O. Box 2371, Stuart, Florida, 34995 Phone 772-781-6400 Fax 772-781-6462

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer JOT

RECEIVED
FEB 27 2019
CITY OF FORT PIERCE
PLANNING & ZONING

RE : Harbour Isle Shoppes – 825 Seaway Drive
Minor Replat Application
TRC No. 18-09000001

DATE : February 27, 2019

This is to advise you that we have completed the review of the following documents as received by this office on February 20, 2019:

- [x] Minor Replat Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [x] Minor Replat Approval
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

Q:\ENGINEERING\Site Development Projects\H\Harbour Isle Shoppes\Plat\Submittal No. 4 - 022019\Plat Comments - 022719.docx

ENGINEERING COMMENTS:

1. On Sheet 2 of 2, Tract D-1C is proposed to be platted yet this tract does not have road access nor does it meet necessary building lot dimensions. The applicant has stated that this tract is to be conveyed to Harbour Isle East Condominium Association, Inc. at a later date. Due to the lot size and lack of roadway access, this department recommends that the dedication of this tract, along with the appropriate dedication language, be made a part of this plat.
2. ADVISORY COMMENT: Northstar Geomatics previous review comments have been addressed and the PRM inspection is scheduled for the week of March 4, 2019.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer for JRA

RECEIVED
FEB 06 2019
CITY OF FORT PIERCE
PLANNING & ZONING

RE : Harbour Isle Shoppes – 825 Seaway Drive
Minor Replat Application
TRC No. 18-09000001

DATE : February 6, 2019

This is to advise you that we have completed the review of the following documents as received by this office on January 24, 2019:

- [x] Minor Replat Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [ ] Minor Replat Approval
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

Q:\ENGINEERING\Site Development Projects\H\Harbour Isle Shoppes\Plat\Submittal No. 3 - 012319\Plat Comments - 020619.docx

ENGINEERING COMMENTS:

1. On Sheet 1 of 2, under the "Legal Description" and the "Certificate of Ownership", please correct the misspelled word *Huchingson* to read *Hutchinson.*
2. Provide a "Surveyor's Review Certificate" which shall state the following:
   It is hereby certified that the undersigned surveyor and mapper duly licensed in the State of Florida has reviewed the plat for conformity with the regulations of Chapter 177, Florida Statutes

   This ____day of_____2019

   _____
   Gregory S. Fleming
   Professional Surveyor and Mapper
   Florida Certificate No. 4350
3. Provide a "City Attorney" signature line which shall state the following:
   I is hereby certified that the foregoing plat is approved to form and sufficiency

   This ____day of_____2019

   _____
   Peter J. Sweeney, City Attorney
   City of Fort Pierce
4. On Sheets 1 of 2 and 2 of 2 remove the note located at the bottom of the page which specifies that the plat has been reviewed for conformity....as this note is not needed.
5. On Sheet 2 of 2 proposes a Tract D-1C, yet this tract does not have road access nor does is appear to have the minimum required lot dimensions for the current land zoning; please provide information as to the purpose of this tract and if needed provide the appropriate dedication.
6. On Sheet 2 of 2 update the common boundary line shared by Tract D-1A and Tract F in order to ensure that the delta, arc length, and chord bearing match what is shown on the recorded Second Replat of Harbour Isle at Hutchinson Island or provide explanation as to why this information varies.
7. Address Northstar Geomatics review comments, dated February 6, 2019, and attached herewith.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

February 6, 2019

Tracy Telle, Assistant City Engineer
City of Fort Pierce Engineering
100 North US 1
Ft. Pierce, FL 34954

RE: THIRD REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND - Plat Review #1
NorthStar Project No. 18-067

Dear Ms. Telle:

I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1 and City of Fort Pierce Subdivision requirements as provided to me by the City. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, surveyor's opinion of plat boundary or mathematical calculations or acreages.

1. PRM's must be placed and verified by reviewing surveyor prior to approval by City Commission. Platting surveyor or designee must be present at inspection. Please notify reviewing surveyor to schedule PRM inspection.
2. Signed and sealed boundary survey of platted land is required prior to next review per FS Chap 177.
3. Provide signature line for reviewing surveyor, contact reviewer for language.
4. Surveyor's notes should appear on sheet 1.
5. Remove Date and Time from recording box, upper right corner sheet 1 and 2. Replace "File" with "Docket
6. City Attorney approval signature line required.
7. Suggest increasing text height on sheet 1.
8. Planning and Development approval signature line required.
9. Subdivision title of platted adjacent lands are required per FS 177.
10. Suggest removing the reference on map sheet " Harbour Isle At Hutchinson Island East ORB 2203,PG 793, in lieu of Tract D-2, Second Replat.
11. There is a line running through Tract C, of second replat that doesn't lie within plat but comes from one of the Third re-plat corners. Suggest this be removed as it's not identified?
12. Add "certificate of ownership and dedication continued" above the second owner dedication language or re-arrange to be under first dedication.
13. A written response to each item in this review is required with plat re-submittal.

Sincerely,

Gregory S. Fleming
For: NorthStar Geomatics Inc.
Florida Surveyor and Mapper No. 4350

P.O. Box 2371, Stuart, Florida, 34995 Phone 772-781-6400 Fax 772-781-6462

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Harbour Isle Shoppes – 825 Seaway Drive
Minor Replat Application
TRC No. 18-09000001

DATE : December 20, 2018

This is to advise you that we have completed the review of the following documents as received by this office on December 13, 2018:

- [x] Minor Replat Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [x] Minor Replat Approval
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

Q:\ENGINEERING\Site Development Projects\H\Harbour Isle Shoppes\Plat\Submittal No. 1 - 121318\Plat Comments - 122018.docx

ENGINEERING COMMENT:

1. The application package did not include a copy of the proposed replat; please forward a copy of the plat for review.

JRA/TST/tst

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.20.18
Property Address: 825 Seaway Dr.
Property Name: Subdivision – Harbour Isle
Project Name:
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 12/20/18

1701 South 37th Street (34947)
PO Box 3191, Fort Pierce, FL 34948

Phone: 772.466.1600
Fax: 772.468.2414

Water/Wastewater Engineering
"Committed to Quality"

Technical Review Committee meeting

December 20, 2018

TECHNICAL REVIEW PROJECT # 18-09000001

Subdivision – Harbour Isle – 825 Seaway Drive

Comments

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: Approved. However, please show the easement locations on the sealed Description Sketches.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Harbour Isle - Minor Replat

NOTICES PROVIDED PURSUANT TO: 22-143

NOTICE BY NEWSPAPER: 5-19-2019

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Brandon Creagan **TITLE:** Planner

SIGNATURE: **DATE:** 5-22-2019

CRAIG L. WALLACE, P.S.M.
JAMES G. PEDEN JR., P.S.M.
ROBERT J. CAJAL, P.S.M.

WALLACE SURVEYING CORPORATION

March 5, 2019

John R. Andrews, P.E.
City Engineer
City of Fort Pierce Engineering Dept.
100 North U.S. 1
Fort Pierce, Florida 34950

Re: Engineering Comments dated February 27, 2019
Harbour Isle Shoppes – 825 Seaway Drive - Minor Replat Application No. 18-09000001
Wallace Surveying Corporation File No. 18-1256

Dear Mr. Andrews:

Please accept this letter and the enclosed materials as our response to your Engineering Comments dated February 276, 2019 regarding the Final Plat. Enclosed are four (4) revised plat prints as well as a CD containing pdf copies of all resubmittal items. For your convenience, each comment in the Engineering Comments Letter has been reiterated below with our response following in ***bold italics*** typeface.

ENGINEERING COMMENTS:

1. On Sheet 2 of 2, Tract D-1c is proposed to be platted yet this tract does not have road access nor does it meet necessary building lot dimensions. The applicant has stated that this tract is to be conveyed to Harbour Isle East Condominium Association, Inc, at a later date. Due to the lot size and lack of roadway access, this department recommends that the dedication of the tract, along with the appropriate dedication language, be made a part of this plat.

   Dedication and Acceptance of Dedication block along with notary acknowledgment has been added to the first sheet of the plat.

2. ADVISORY COMMENT: Northstar Geomatics previous review comments have been addressed and the PRM inspection is scheduled for the week of March 4, 2019.

   A P.R.M. inspection is scheduled for March 6, 2019.

Sincerely,

Wallace Surveying Corporation

Robert J. Cajal, P.S.M.
RC/rc
18-1269\Plat Docs\ Engineering Comments 2-27-2019 Response Letter.doc

5553 VILLAGE BOULEVARD
WEST PALM BEACH, FLORIDA 33407
561 / 640-4551
561 / 640-9773 FAX

CRAIG L. WALLACE, P.S.M.
JAMES G. PEDEN JR., P.S.M.
ROBERT J. CAJAL, P.S.M.

WALLACE SURVEYING CORPORATION

February 15, 2019

John R. Andrews, P.E.
City Engineer
City of Fort Pierce Engineering Dept.
100 North U.S. 1
Fort Pierce, Florida 34950

Re: Engineering Comments dated February 6, 2019
Harbour Isle Shoppes – 825 Seaway Drive
Minor Replat Application
No. 18-09000001
Wallace Surveying Corporation File No. 18-1256

Dear Mr. Andrews:

Please accept this letter and the enclosed materials as our response to your Engineering Comments dated February 6, 2019 regarding the Final Plat. Enclosed are four (4) revised plat prints as requested by Mr. Brandon Creagan, Planner, as well as one signed and sealed boundary survey as requested by Mr. Gregory Fleming, P.S.M. Also enclosed is a CD containing pdf copies of all resubmittal items. For your convenience, each comment in the Engineering Comments Letter has been reiterated below with our response following in ***bold italics*** typeface.

ENGINEERING COMMENTS:

1. On Sheet 1 of 2, under the "Legal Description" and the "Certificate of Ownership", please correct the misspelled word Huchingson to read Hutchinson.

   "Hutchingson" have been changed to "Hutchinson".

2. Provide a "Surveyor's Review Certificate" which shall state the following:
   It is hereby certified that the undersigned surveyor and mapper duly licensed in the State of Florida has reviewed the plat for conformity with the regulations of Chapter 177, Florida Statutes

   This day of_____2019

   _____
   Gregory S. Fleming
   Professional Surveyor and Mapper
   Florida Certificate No, 4350

   A "Reviewing Surveyor's Certificate" has been added to sheet 1 of the plat.

5553 VILLAGE BOULEVARD
WEST PALM BEACH, FLORIDA 33407
561 / 640-4551
561 / 640-9773 FAX

3. Provide a "City Attorney" signature line which shall state the following:
   I is hereby certified that the foregoing plat is approved to form and sufficiency
   This day of_____2019

   _____

   Peter J. Sweeney, City Attorney
   City of Fort Pierce

   A "City Attorney Certificate" has been added to sheet 1 of the plat.

4. On Sheets 1 of 2 and 2 of 2 remove the note located at the bottom of the page which specifies that the plat has been reviewed for conformity....as this note is not needed.

   Specified note at the bottom of sheets 1 and 2 has been removed.

5. On Sheet 2 of 2 proposes a Tract D-IC, yet this tract does not have road access nor does is appear to have the minimum required lot dimensions for the current land zoning; please provide information as to the purpose of this tract and if needed provide the appropriate dedication.

   Tract D-1C is currently owned by Harbour Isle Plaza LLC and is to be conveyed sometime after the plat has been recorded to the adjacent owner, Harbour Isle At Hutchinson Island East Condominium Association, Inc., to encompass the area of their constructed C.B.S. wall and provide adequate space for maintenance of same.

6. On Sheet 2 of 2 update the common boundary line shared by Tract D-IA and Tract F in order to ensure that the delta, arc length, and chord bearing match what is shown on the recorded Second Replat of Harbour Isle at Hutchinson Island or provide explanation as to why this information varies.

   There appears to be a closure area of 0.02 feet along the outside perimeter of the Second Replat along the arc of the southwesterly limits of Tracts "D-1" & "D-2" and a slight discrepancy between the southwesterly arcs themselves as labeled on the Second Replat. The error is so negligible that we cannot survey that accurately in the field, but it shows up on paper and in Palm Beach County, where we do most of our surveying, the closure error cannot exceed 0.01'. However, a separate traverse closure around the boundary of Tract "D-1" by itself reveals a closure less than 0.01', so the curve datum has been revised to match the parent plat.

7. Address Northstar Geomatics review comments, dated February 6, 2019, and attached herewith.

   Northstar Geomatics review comments have been addressed and my response letter is attached.

Sincerely,

Wallace Surveying Corporation



Robert J. Cajal, P.S.M.

RC/rc

enclosures:

18-1269\Plat Docs\ Engineering Comments Response Letter.doc

CRAIG L. WALLACE, P.S.M.
JAMES G. PEDEN JR., P.S.M.
ROBERT J. CAJAL, P.S.M.

WALLACE SURVEYING CORPORATION

February 15, 2019

Gregory S. Fleming, P.S.M.
NorthStar Geomatics, Inc.
P.O. Box 2371
Stuart, Florida 34995

Re: THIRD REPLAT OF HARBOUR ISLE AT HUTCHINSON ISLAND
Plat Review #1
NorthStar Project No. 18-067
Wallace Surveying Corporation File No. 18-1256

Dear Mr. Fleming:

Please accept this letter and the enclosed materials as our response to your Comments Letter addressed to Tracy Telle, Assistant City Engineer, dated February 6, 2019 regarding the Final Plat. Attached is one signed and sealed boundary survey as requested as well as a CD containing pdf copies of all resubmittal items. For your convenience, each comment in your Comments Letter has been reiterated below with our response following in ***bold italics*** typeface.

1. PRM's must be placed and verified by reviewing surveyor prior to approval by City Commission. Platting surveyor or designee must be present at inspection. Please notify reviewing surveyor to schedule PRM inspection.

   Will contact reviewing surveyor as soon as PRM'S have been installed.

2. Signed and sealed boundary survey of platted land is required prior to next review per FS Chap 177.

   Signed and sealed boundary survey is attached.

3. Provide signature line for reviewing surveyor, contact reviewer for language.

   A "Reviewing Surveyor's Certificate" has been added to sheet 1 of the plat.

4. Surveyor's notes should appear on sheet 1.

   Surveyor's notes have been moved from sheet 2 to sheet 1.

5. Remove Date and Time from recording box, upper right corner sheet 1 and 2. Replace "File" with "Docket

   Date and Time removed. "Docket" has replaced "File".

5553 VILLAGE BOULEVARD
WEST PALM BEACH, FLORIDA 33407
561 / 640-4551
561 / 640-9773 FAX

6. City Attorney approval signature line required.

   "City Attorney Certificate" has been added to sheet 1.

7. Suggest increasing text height on sheet 1.

   Current text size is one-tenth of an inch which is current minimum required by Palm Beach County. With the additional signature blocks required, I humbly request that we be allowed to leave current text as is due to increased size constraints.

8. Planning and Development approval signature line required.

   A "Reviewing Surveyor's Certificate" has been added to sheet 1 of the plat.

9. Subdivision title of platted adjacent lands are required per FS 177.

   Subdivision titles of adjacent platted lands has been added to sheet 2.

10. Suggest removing the reference on map sheet " Harbour Isle At Hutchinson Island East ORB 2203,PG 793, in lieu of Tract D-2, Second Replat.

    Reference to Harbour Isle at Hutchinson Island East as been replaced with "Tract "D-2", Second Replat of Harbour Isle at Hutchinson Island".

11. There is a line running through Tract C, of second replat that doesn't lie within plat but comes from one of the Third re-plat corners. Suggest this be removed as it's not identified?

    Line on sheet 2 has been removed.

12. Add "certificate of ownership and dedication continued" above the second owner dedication language or re-arrange to be under first dedication.

    "Certificate of Ownership and Dedication Continued" has been added above the witness block for the second owner on sheet 1.

13. A written response to each item in this review is required with plat re-submittal.

    Acknowledged and complied with.

Sincerely,

Wallace Surveying Corporation



Robert J. Cajal, P.S.M.

RC/rc

enclosures:

18-1269\Plat Docs\ NorthStar Geomatics Comments Response Letter.doc

City Commission Regular Meeting **12.d.**

Meeting Date: 06/17/2019

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. SECOND 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: 06/04/2019

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)

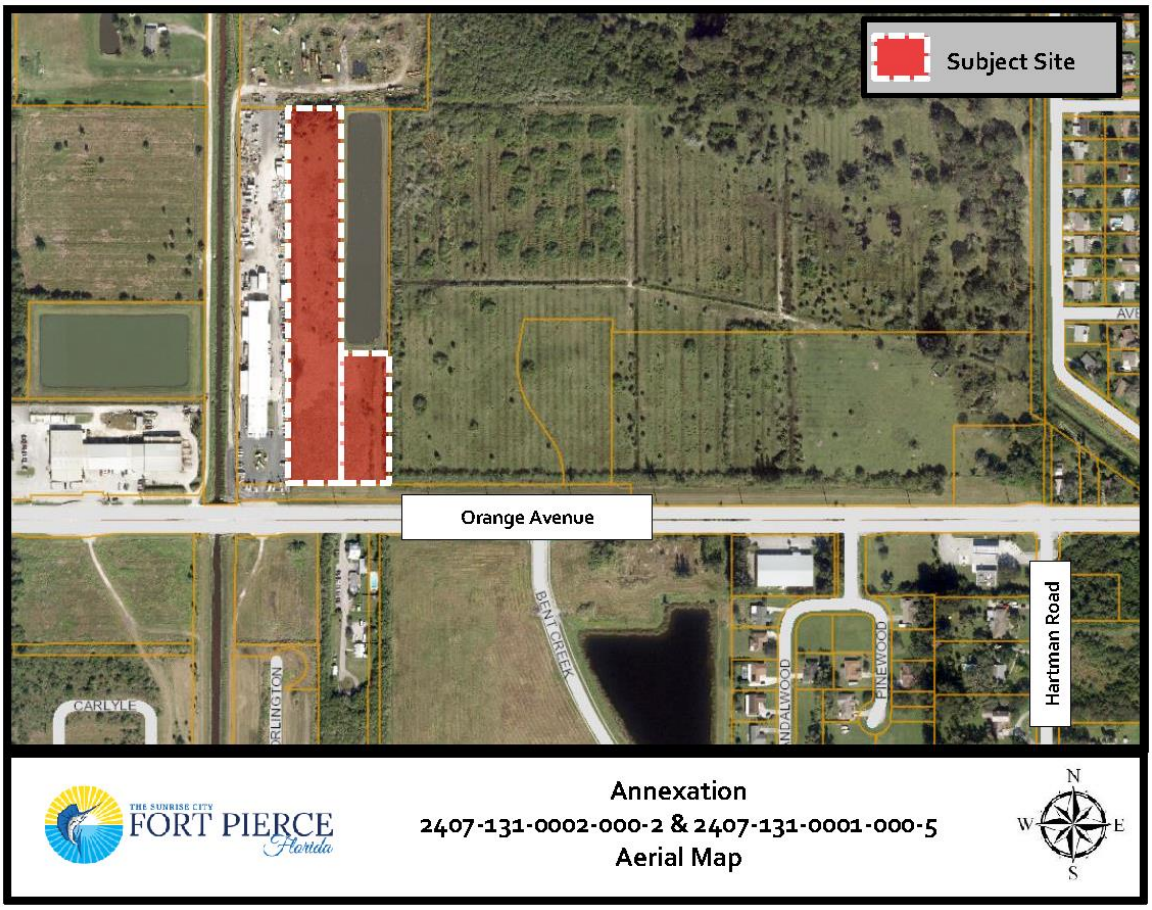
Proposed Zoning: I-1, Light Industrial

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.

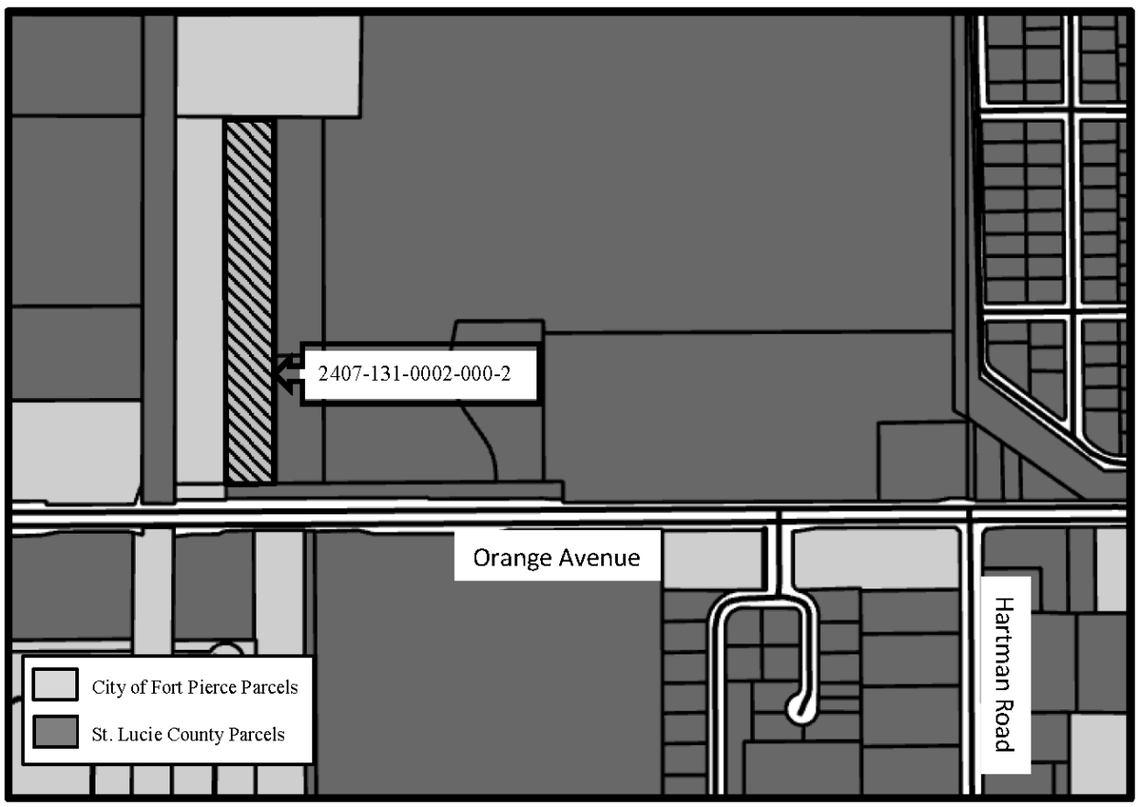
_____
Linda Hudson
MAYOR COMMISSIONER

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

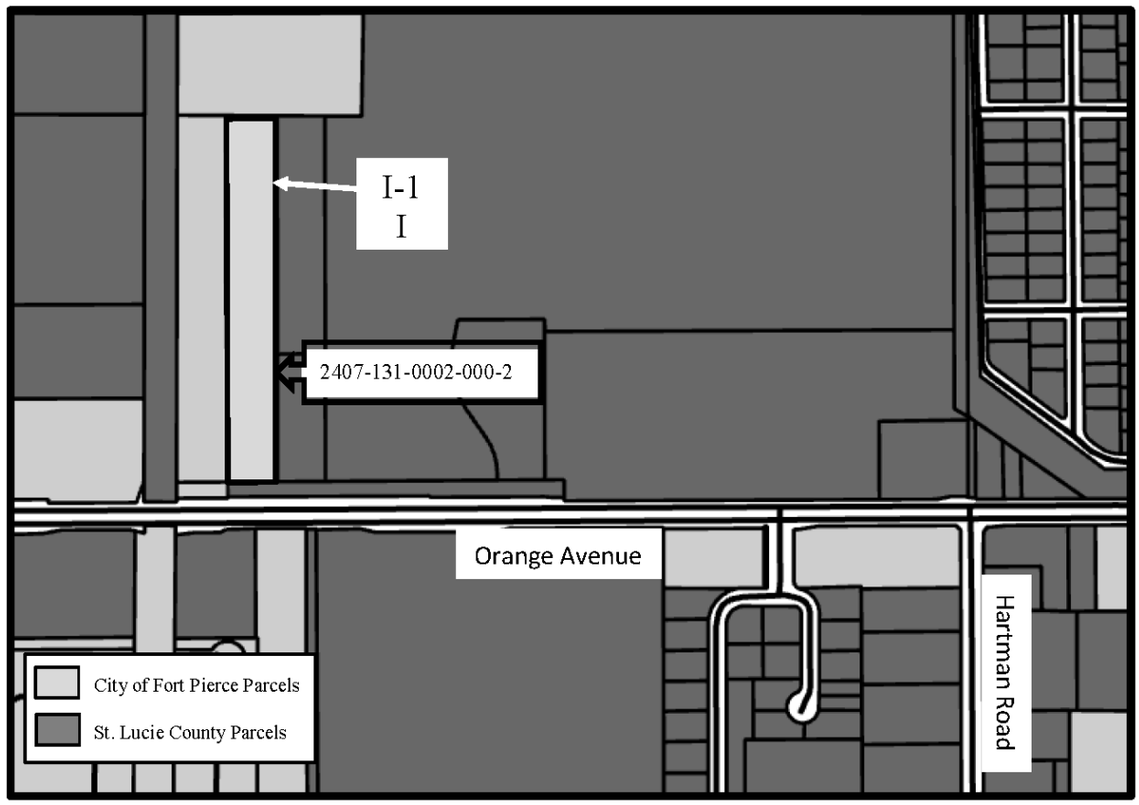
THENCE CONTINUE NORTH 00°24’26” WEST, A DISTANCE OF 12.192 METERS (40.00 FEET) TO A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 152.406 METERS (500.02 FEET) TO THE POINT OF BEGINNING THENCE SOUTH 89°42’09” WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE NORTH 00°02’50” WEST, 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.e.**

Meeting Date: 06/17/2019

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. SECOND 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: 06/04/2019

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)

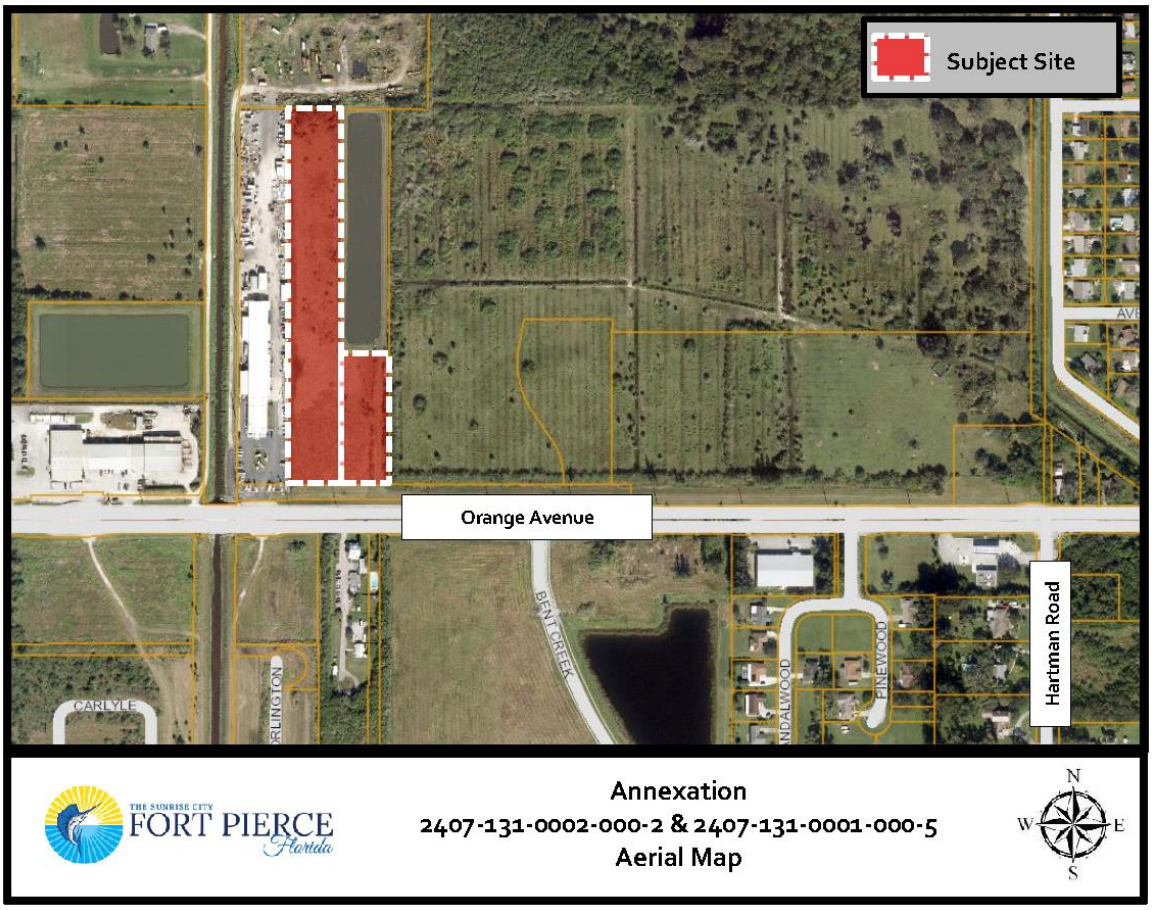
Proposed Zoning: I-1, Light Industrial

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

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 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.

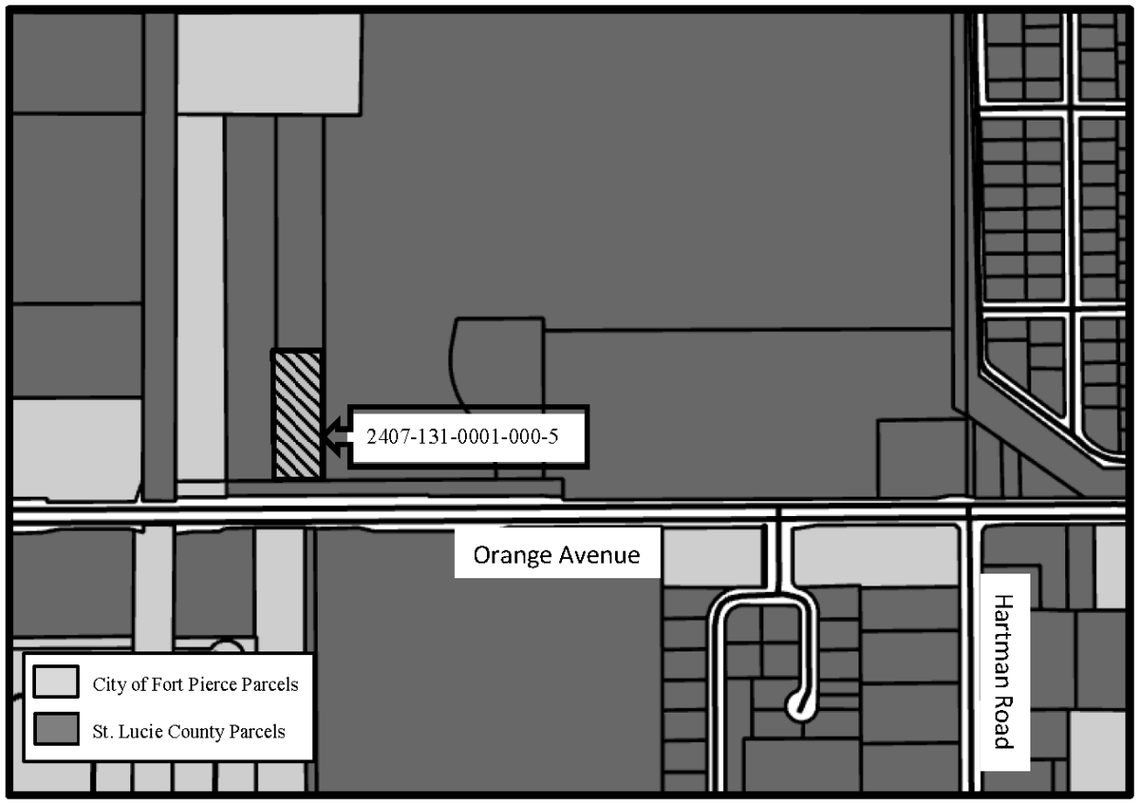
_____
Linda Hudson
MAYOR COMMISSIONER

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:

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EXHIBIT A (Continued)
Annexed Area & Legal Description

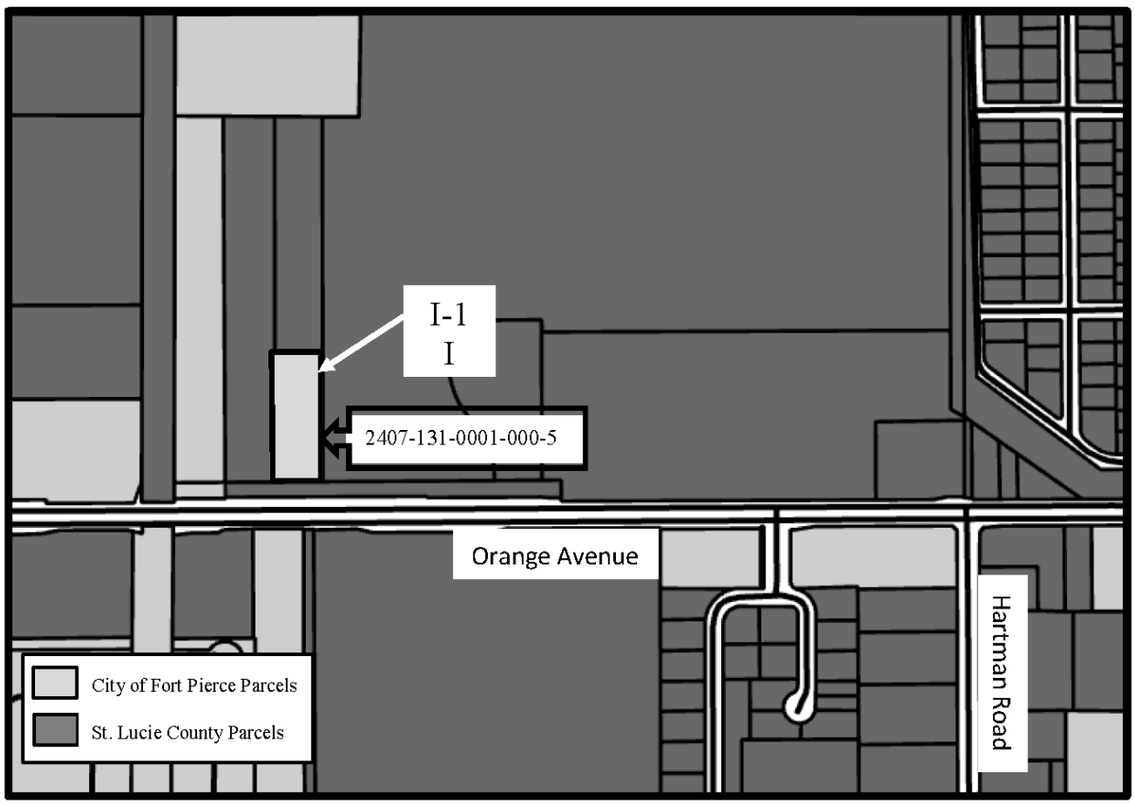
THENCE CONTINUE NORTH 00°24’26” WEST, A DISTANCE OF 12.192 METERS (40.00 FEET) TO A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 152.406 METERS (500.02 FEET) TO THE POINT OF BEGINNING THENCE SOUTH 89°42’09” WEST, A DISTANCE OF 48.235 METERS (158.25 FEET); THENCE NORTH 00°02’50” WEST, 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.f.**

Meeting Date: 06/17/2019

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. SECOND 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: 06/04/2019

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)

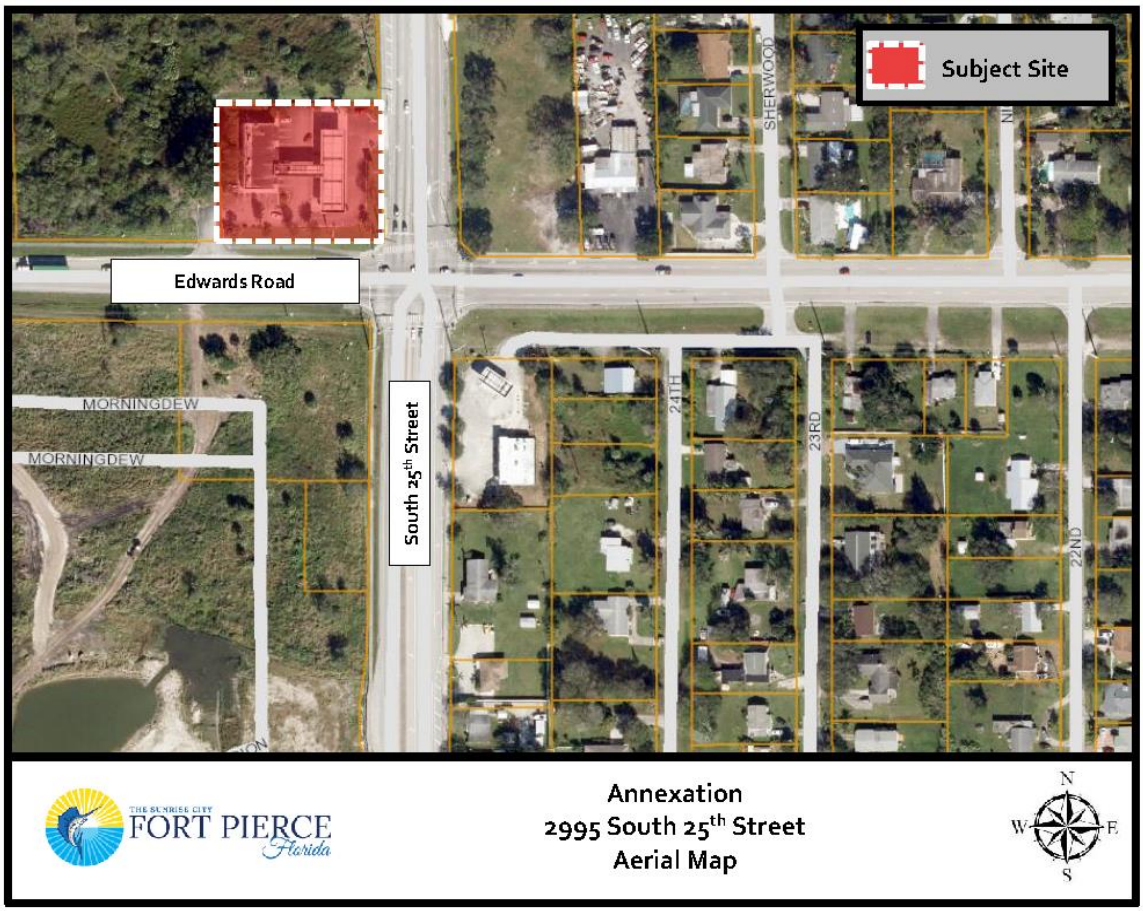
Proposed Zoning: C-3, General Commercial

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



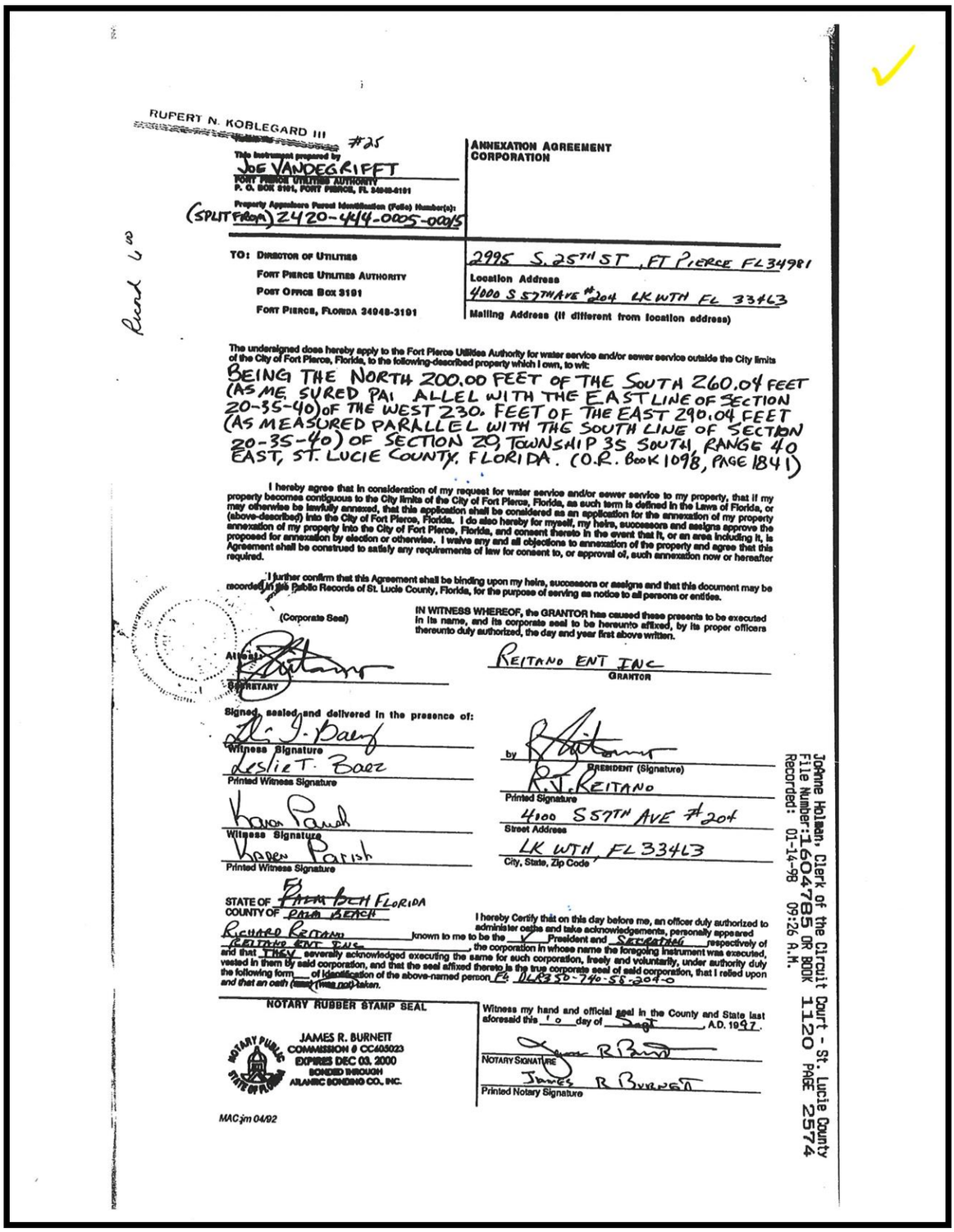
BEING THE NORTH 200.00 FEET OF THE SOUTH 260.04 FEET (AS MEASURED PARALLEL WITH THE EAST LINE OF SECTION 20-35-40) OF THE WEST 230.00 FEET OF THE EAST 290.04 FEET (AS MEASURED PARALLEL WITH THE SOUTH LINE OF SECTION 20-35-40) OF SECTION 20, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. (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.g.**

Meeting Date: 06/17/2019

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. SECOND 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: 06/04/2019

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.

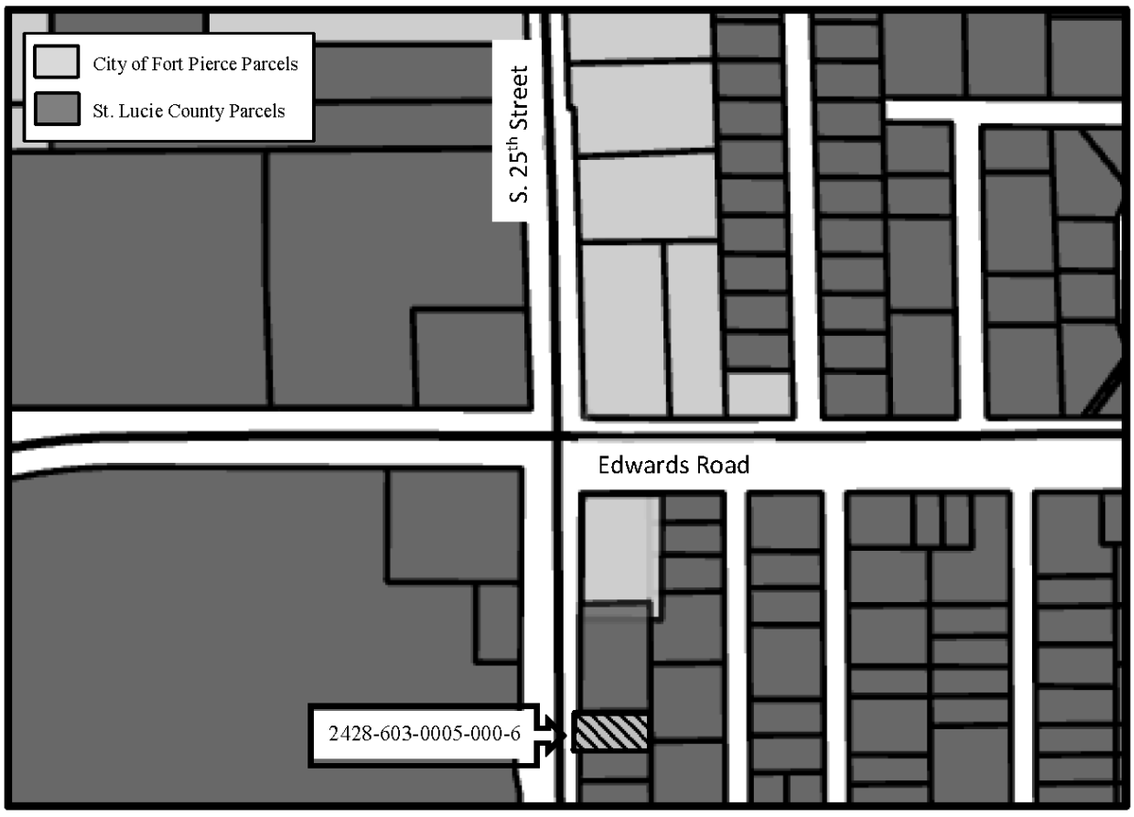
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

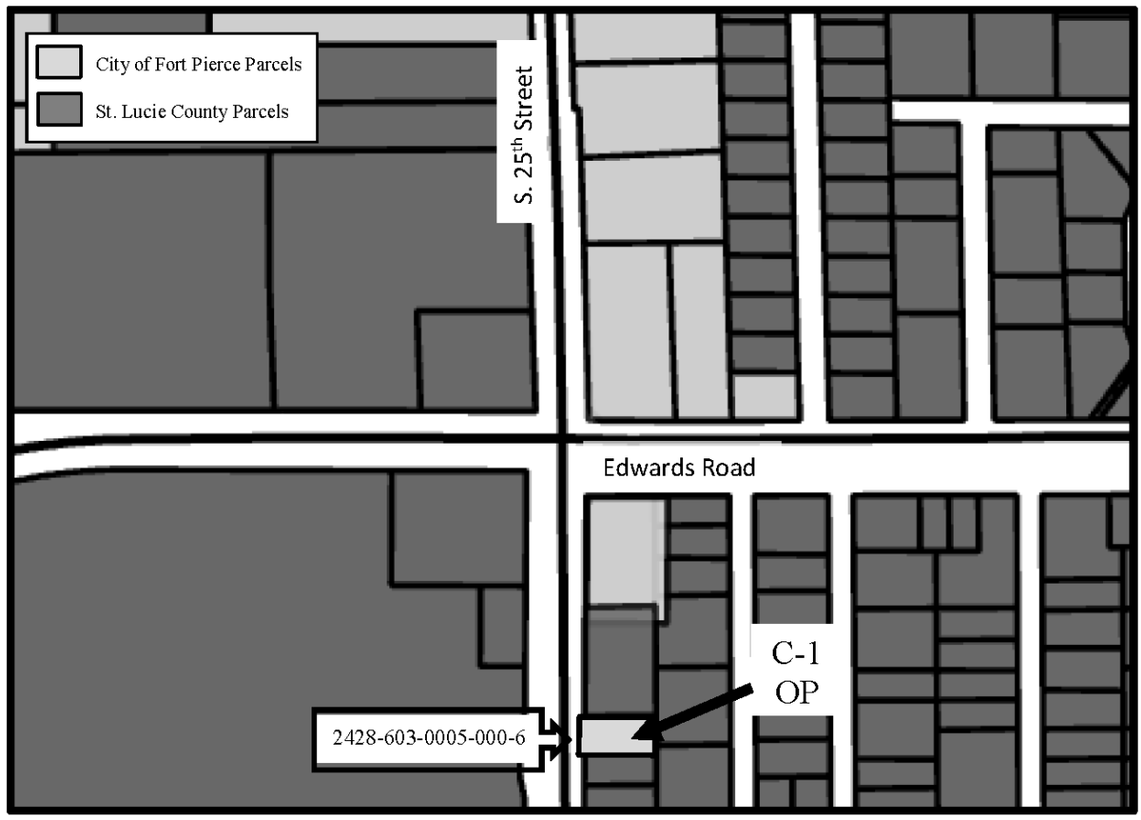
(CITY SEAL)

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

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:

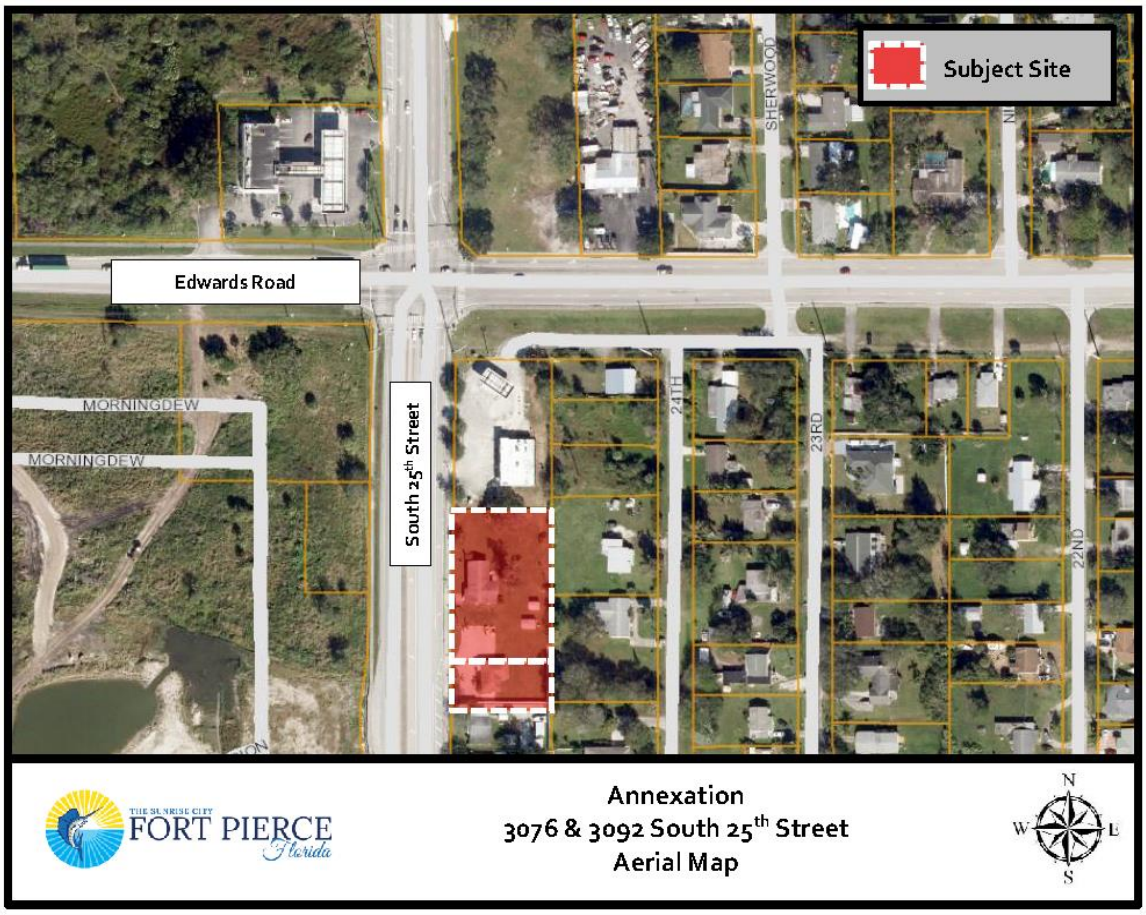
North	East	South	West
C-3	RS-4 (SLC)	RS-4 (SLC)	PUD (SLC)

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



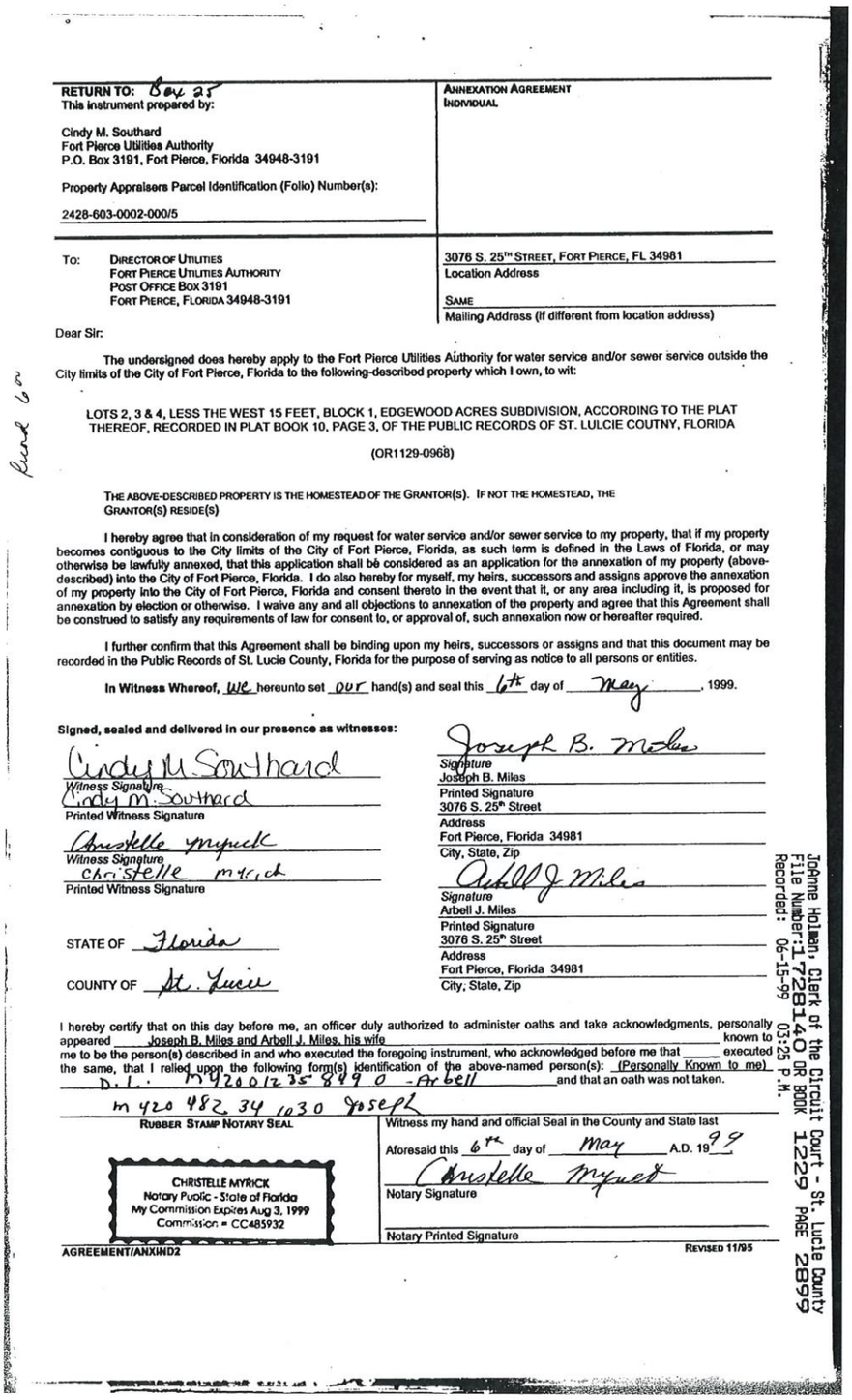
LOTS 2, 3 & 4, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN LAT BOOK 10, PAGE 3, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

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.

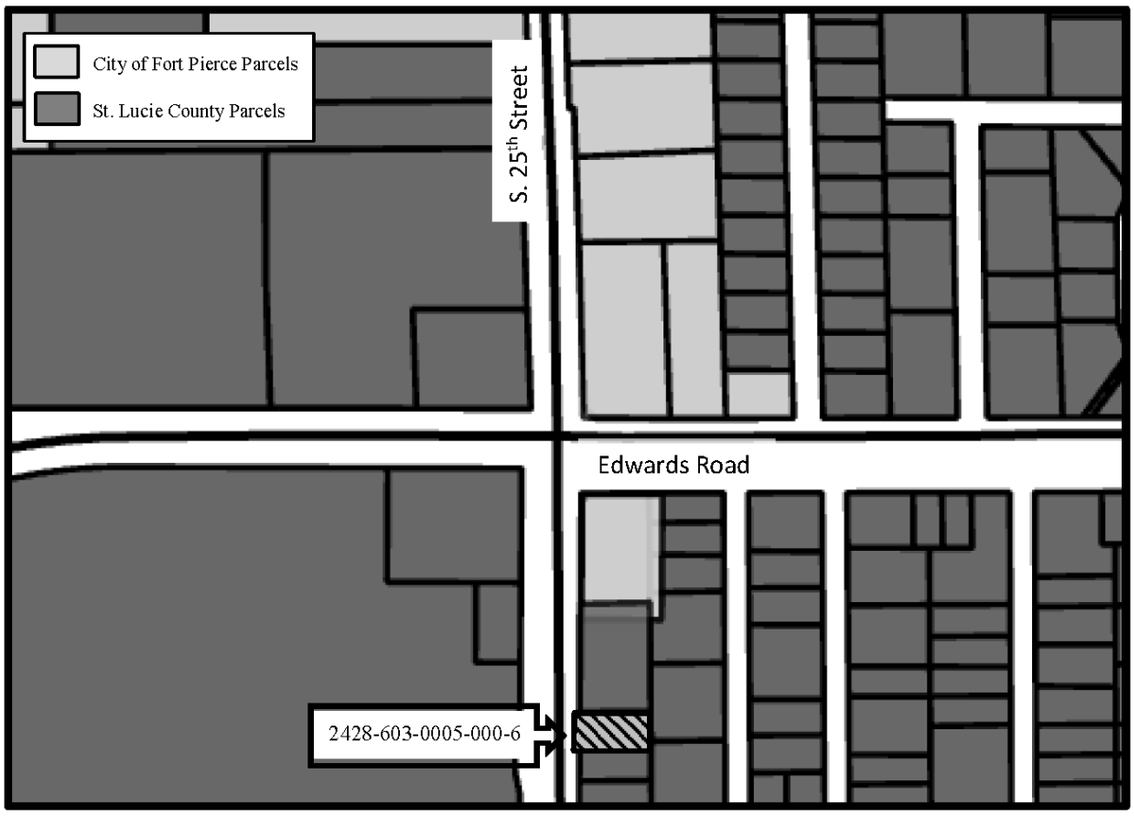
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

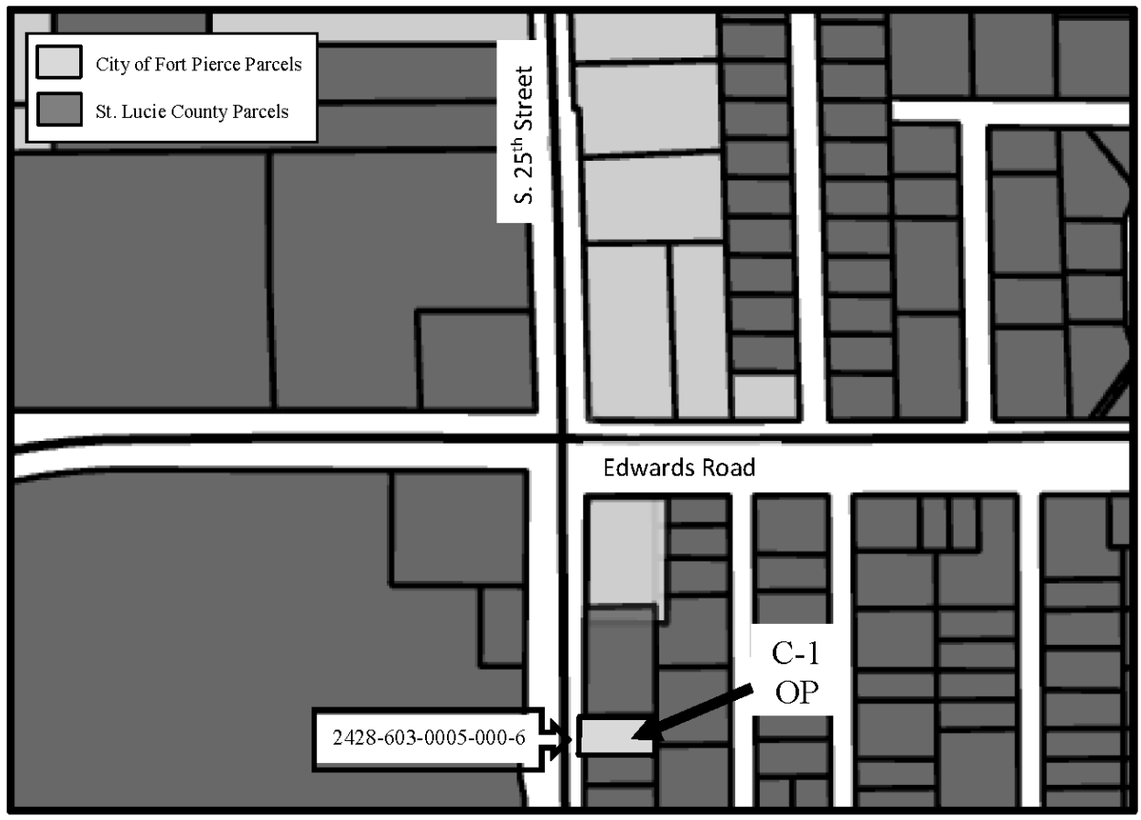
(CITY SEAL)

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.h.**

Meeting Date: 06/17/2019

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. SECOND 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: 06/04/2019

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.

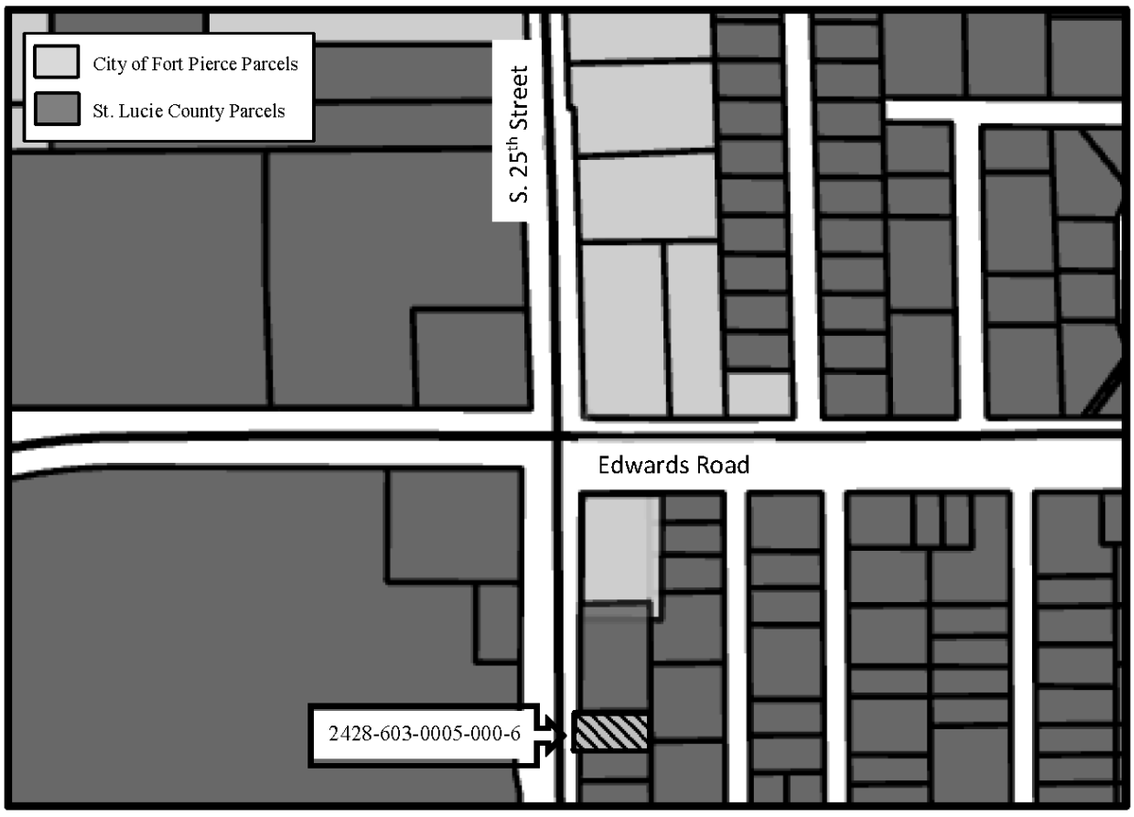
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

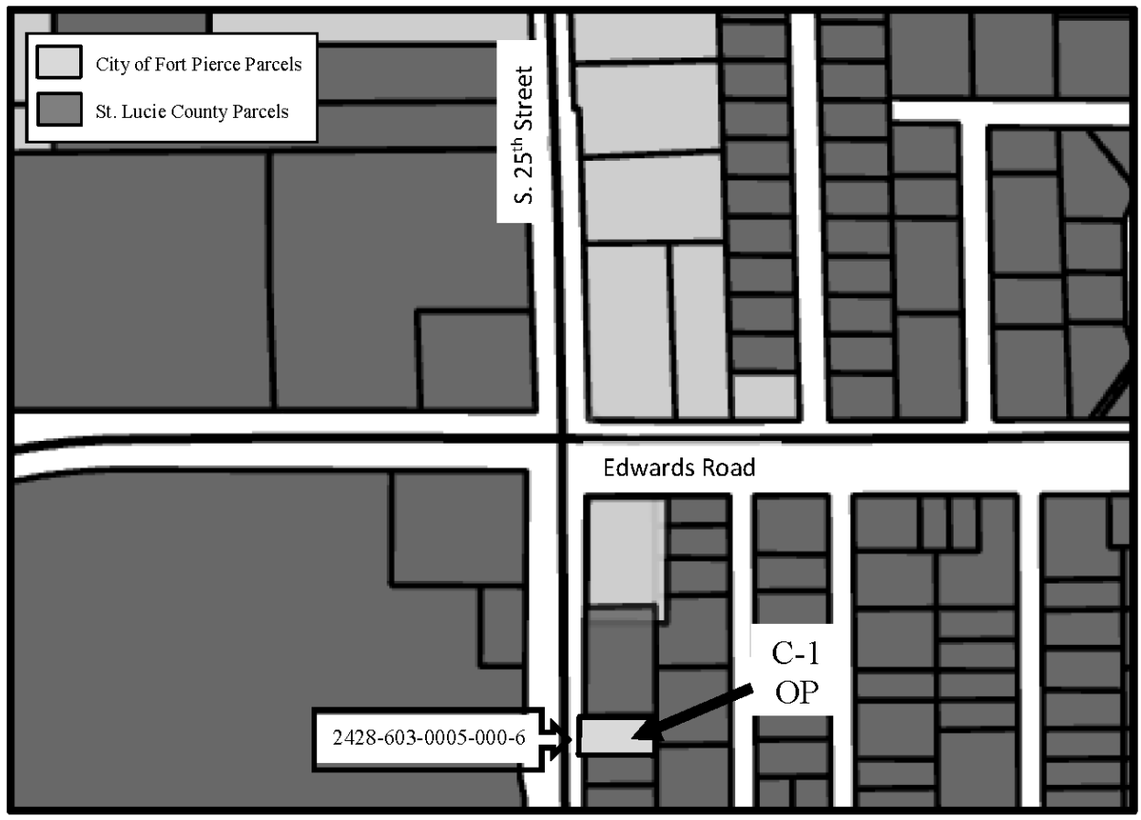
(CITY SEAL)

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

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:

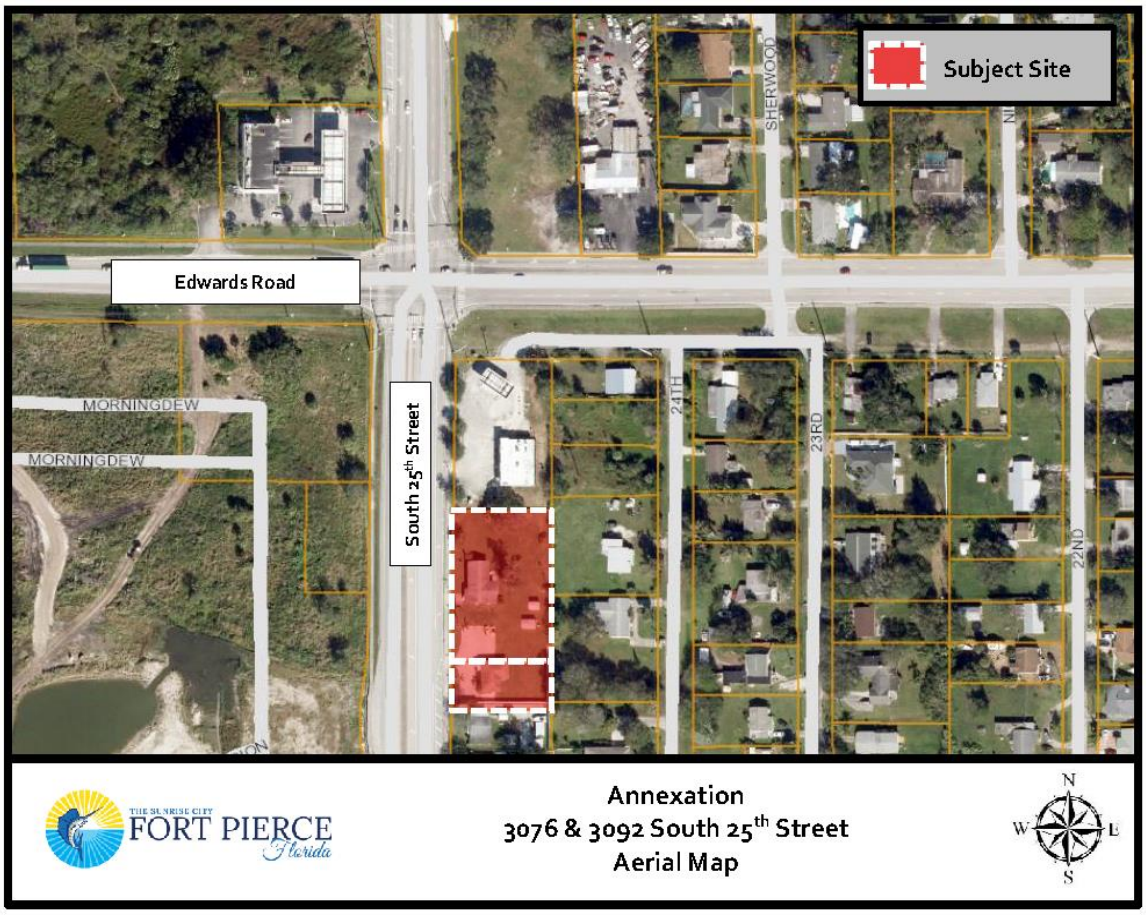
North	East	South	West
C-3	RS-4 (SLC)	RS-4 (SLC)	PUD (SLC)

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



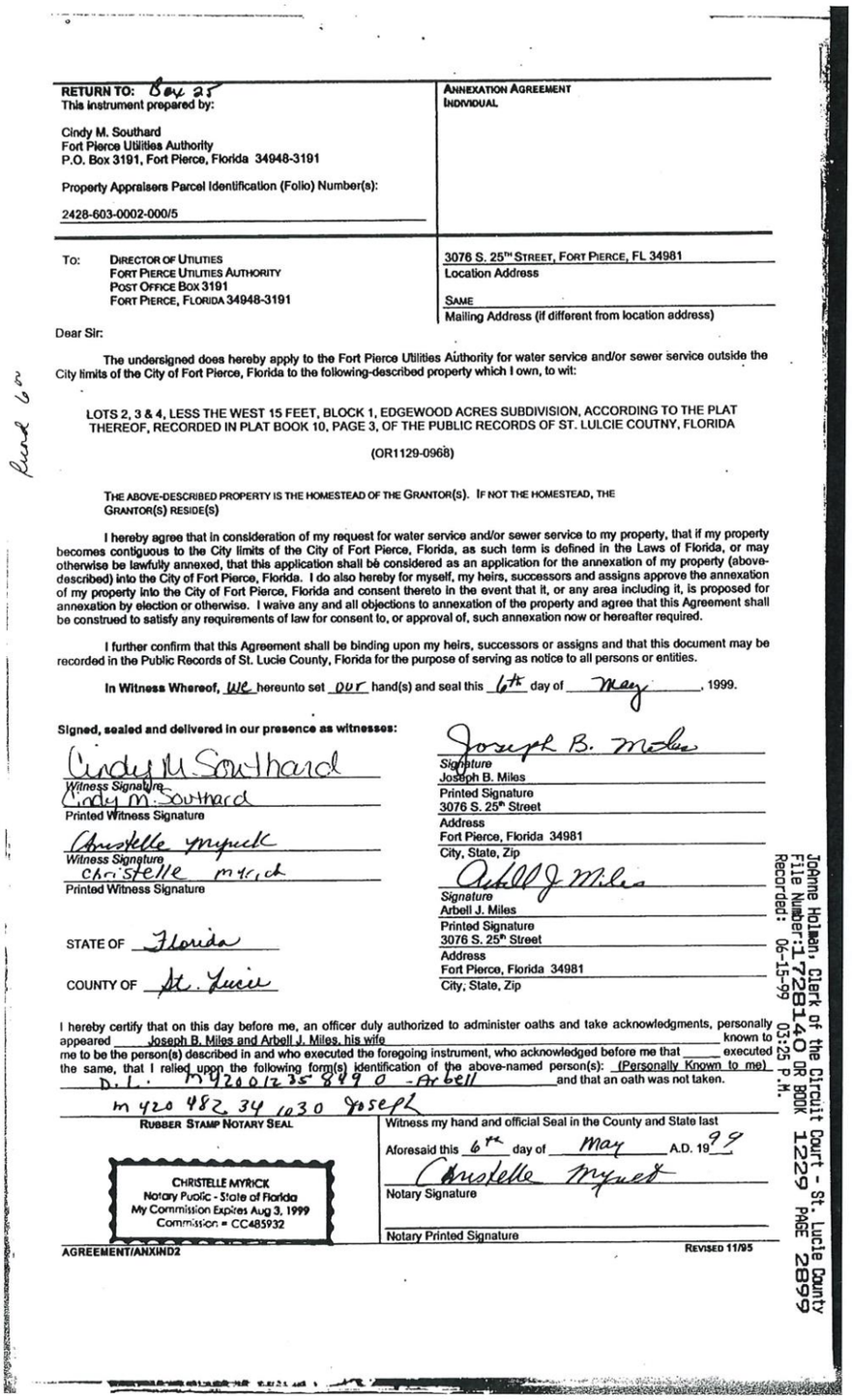
LOTS 2, 3 & 4, LESS THE WEST 15 FEET, BLOCK 1, EDGEWOOD ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN LAT BOOK 10, PAGE 3, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

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.

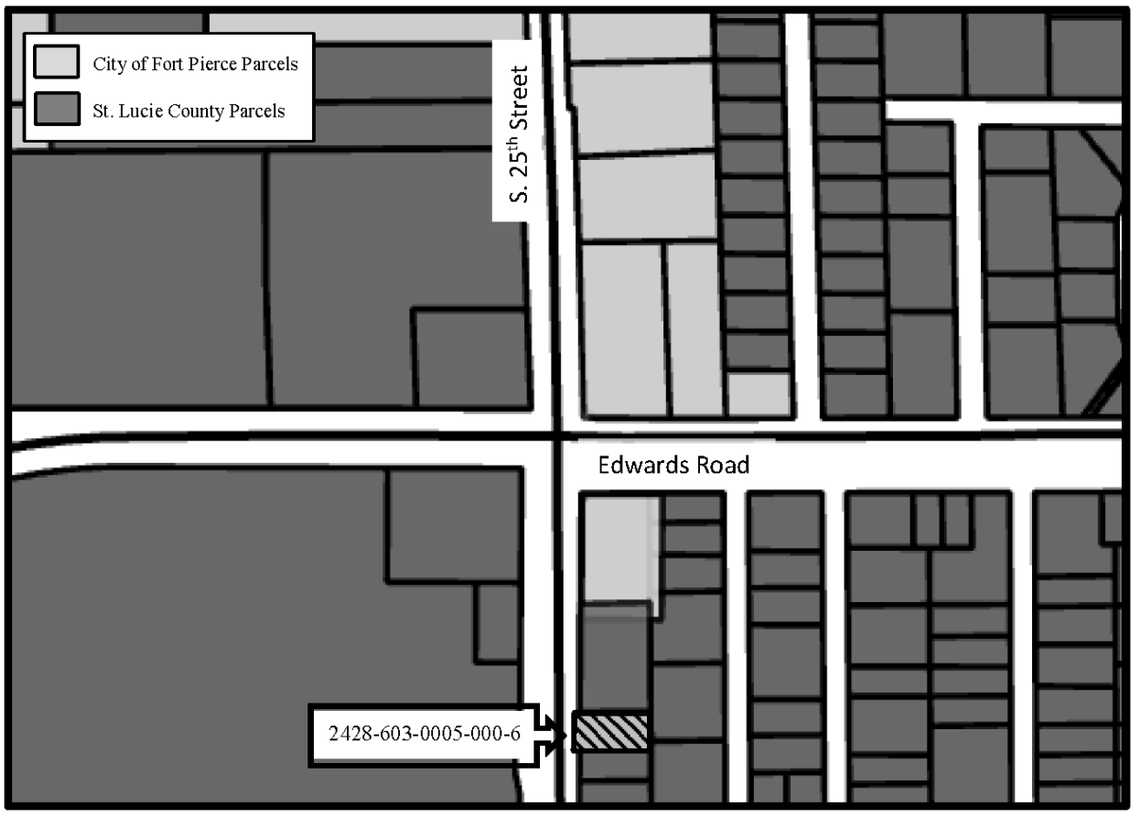
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

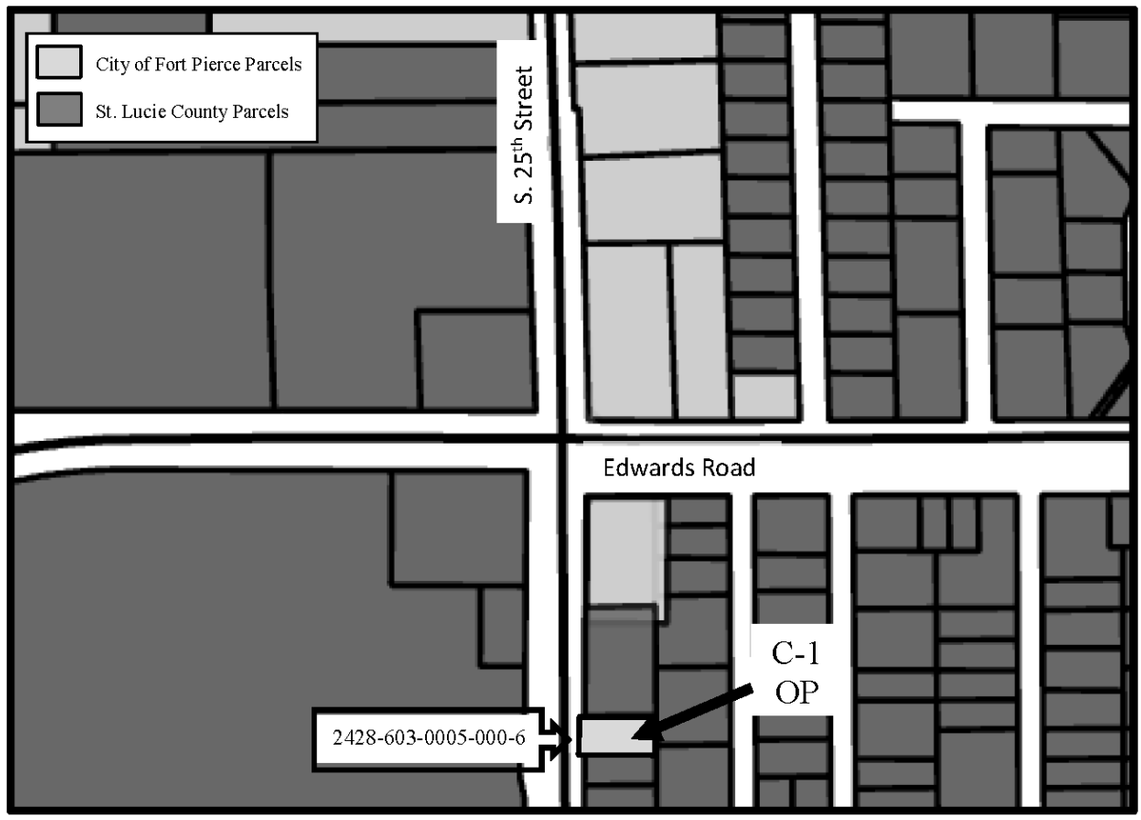
(CITY SEAL)

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.i.**

Meeting Date: 06/17/2019

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. SECOND 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: 06/04/2019

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.

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)

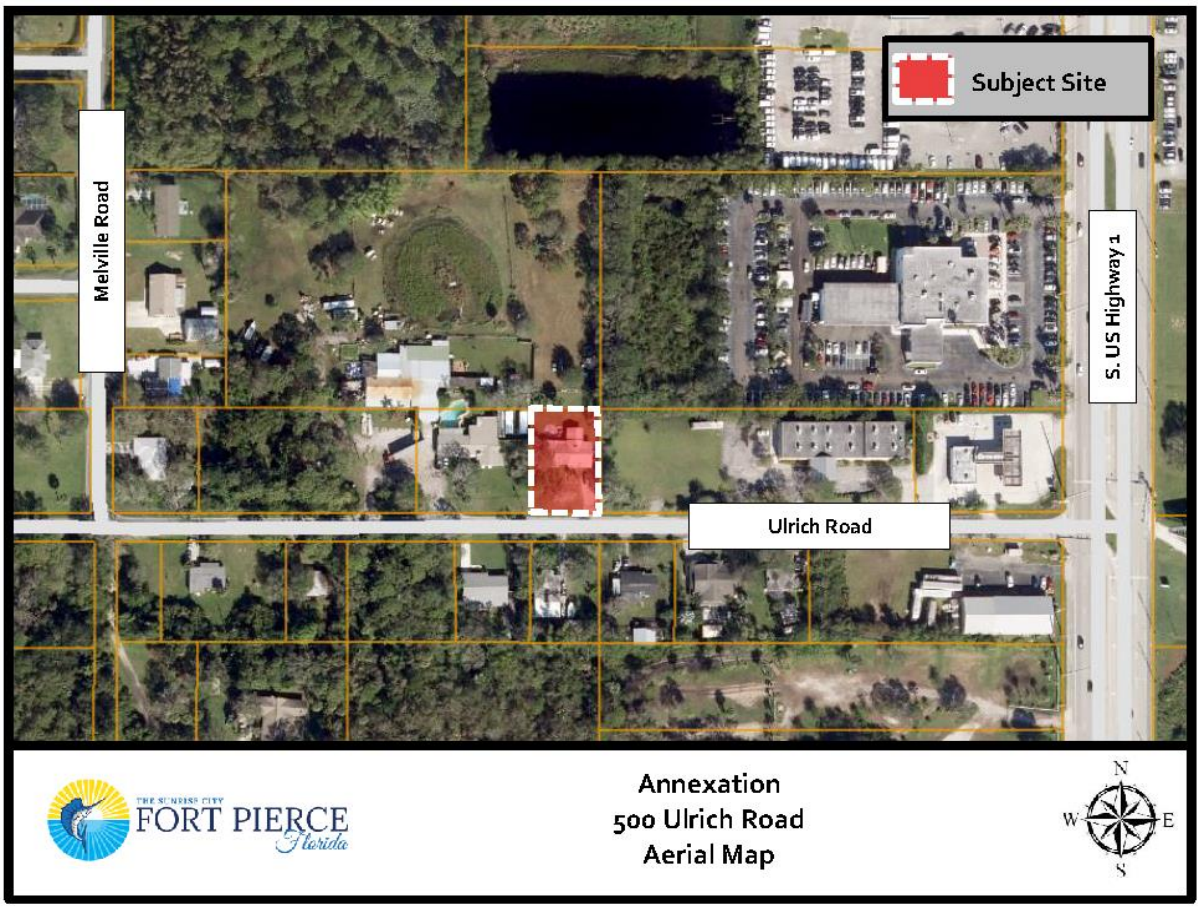
Proposed Zoning: C-3, General Commercial

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.j.**

Meeting Date: 06/17/2019

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. SECOND 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: 06/04/2019

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)

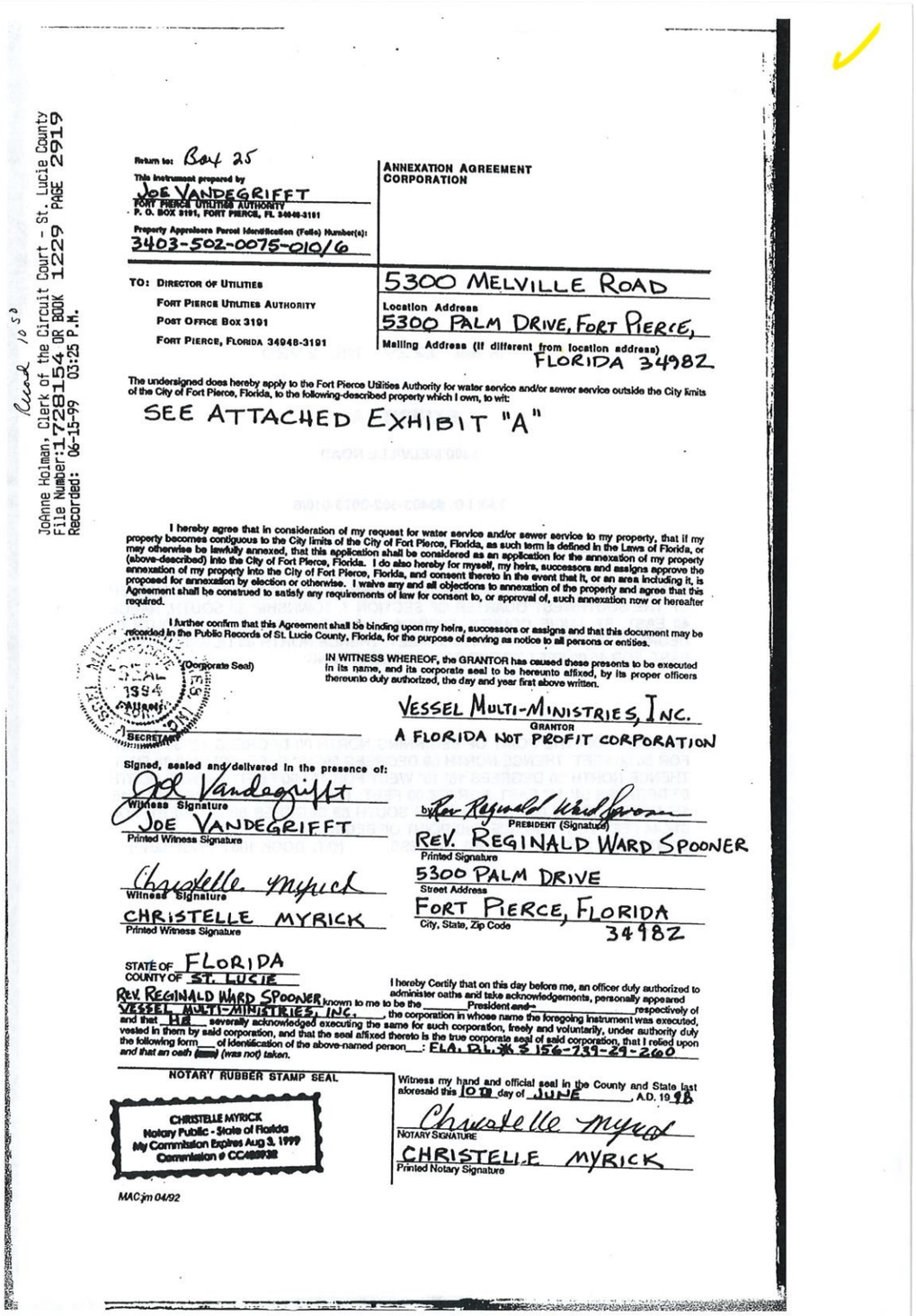
EXHIBIT B

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:

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)

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:

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CONTAINING 2.00 ACRES MORE OR LESS. (O.R. BOOK 1081 PAGE 0940)

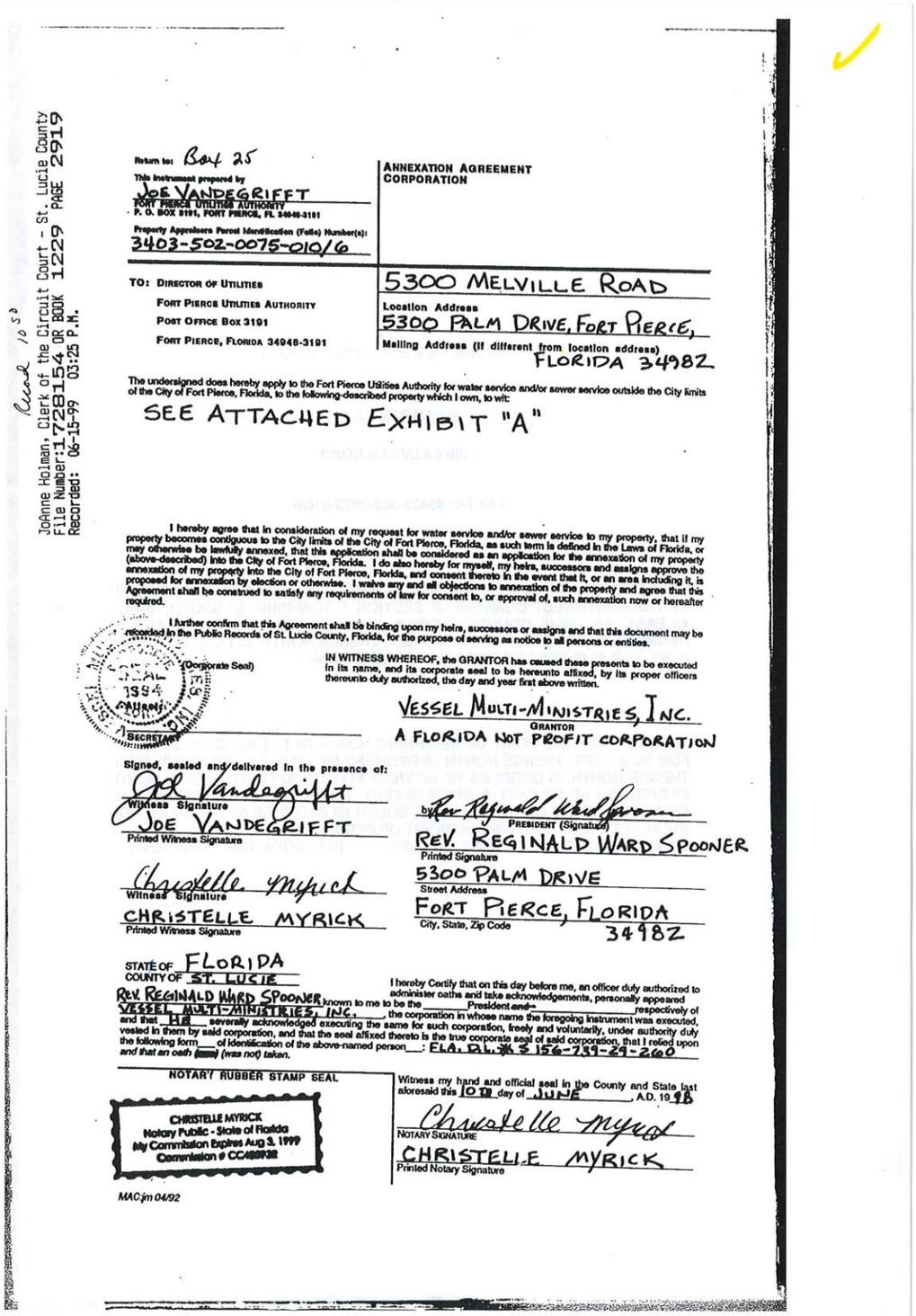
EXHIBIT B

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.k.**

Meeting Date: 06/17/2019

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. SECOND 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: 06/04/2019

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

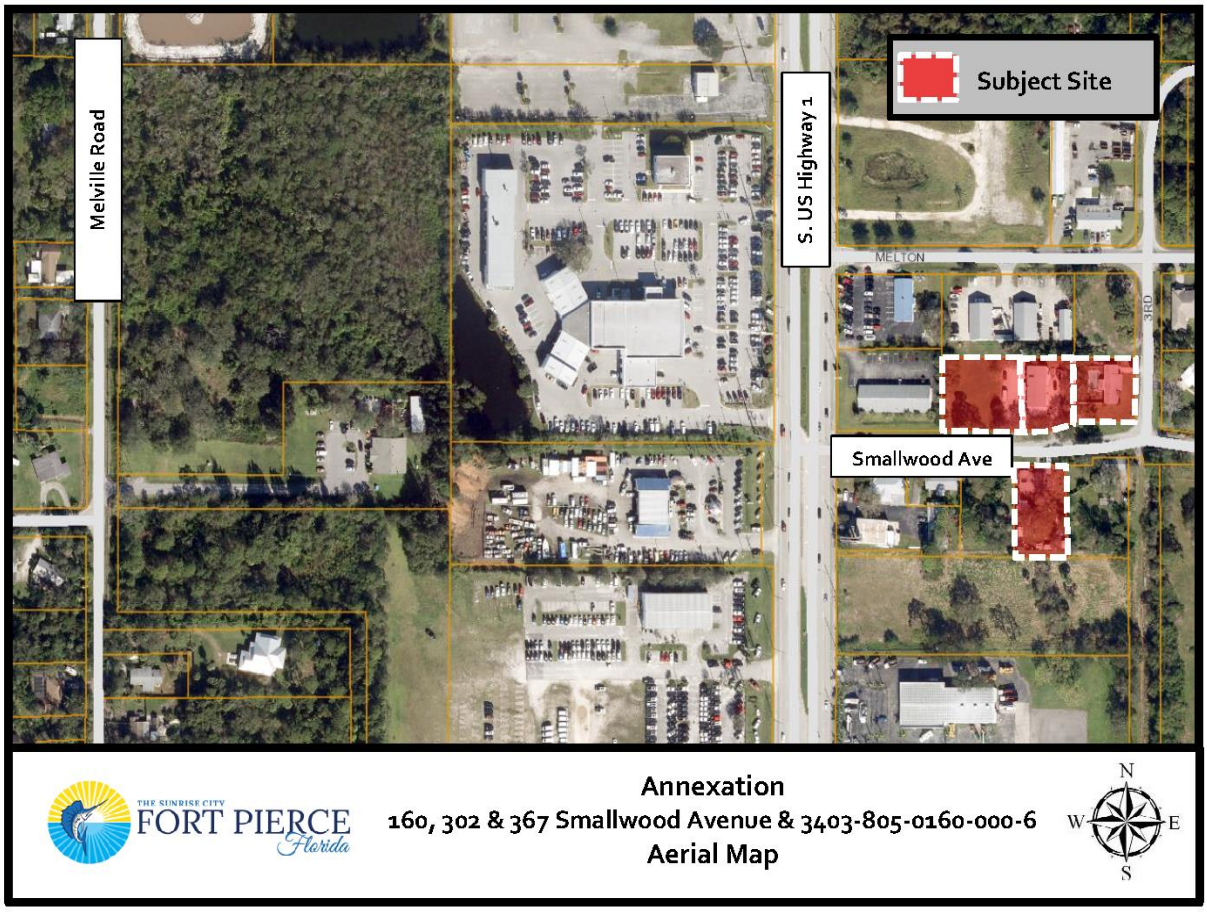
Surrounding Zoning:

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.

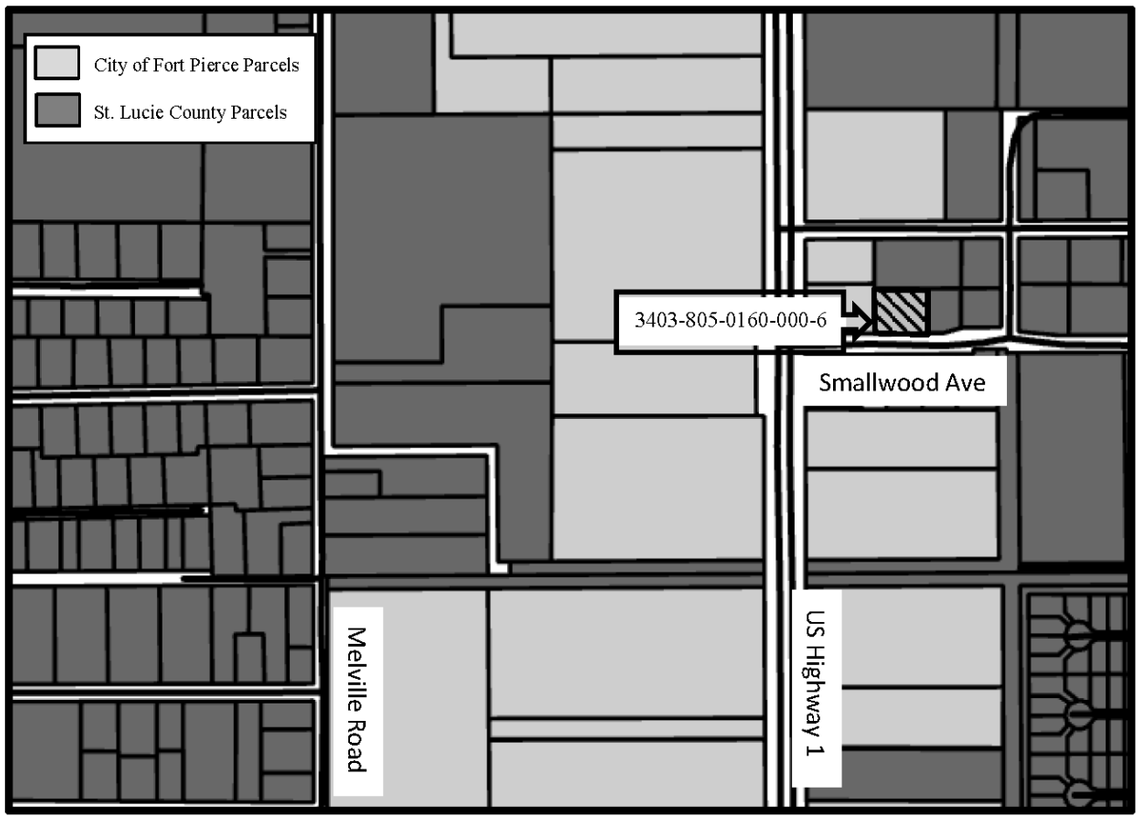
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

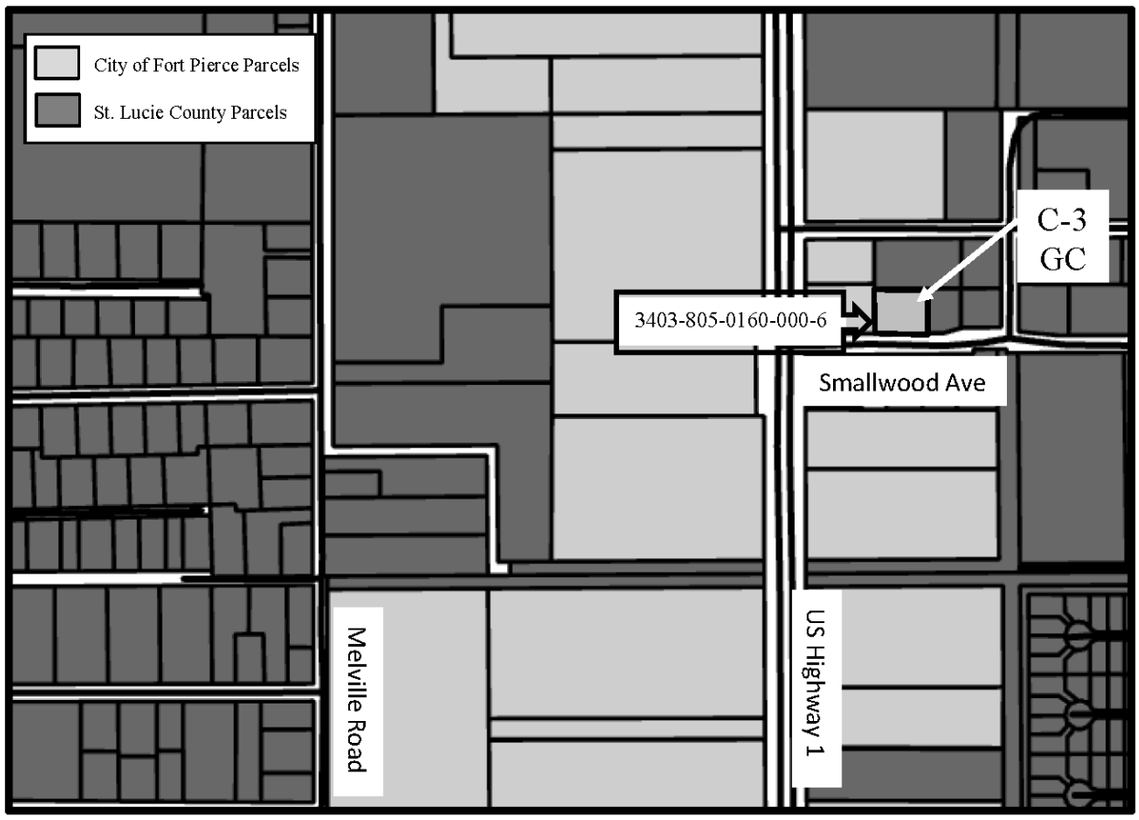
EXHIBIT A
Annexed Area & Legal Description



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: 06/17/2019

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. SECOND 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: 06/04/2019

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

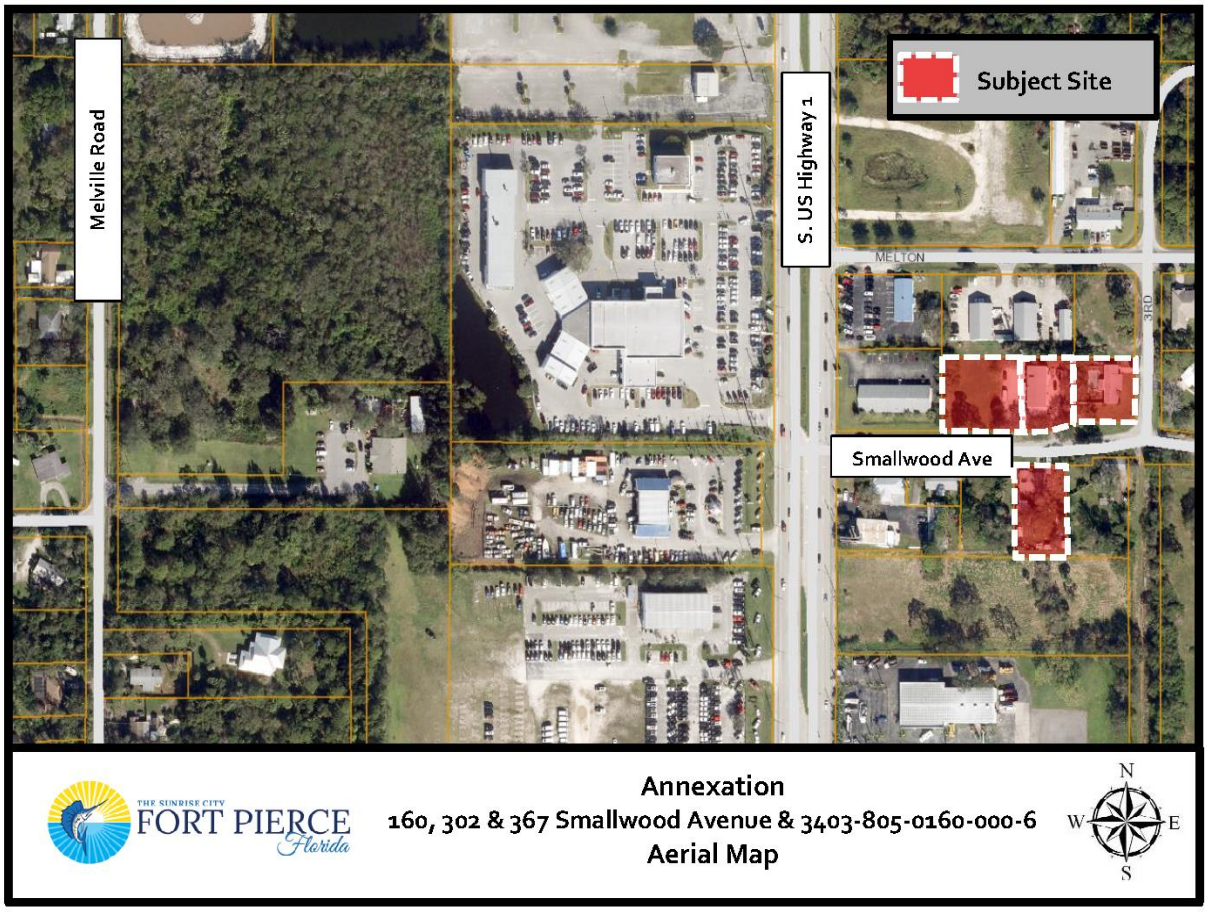
Surrounding Zoning:

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.m.**

Meeting Date: 06/17/2019

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. SECOND 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: 06/04/2019

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

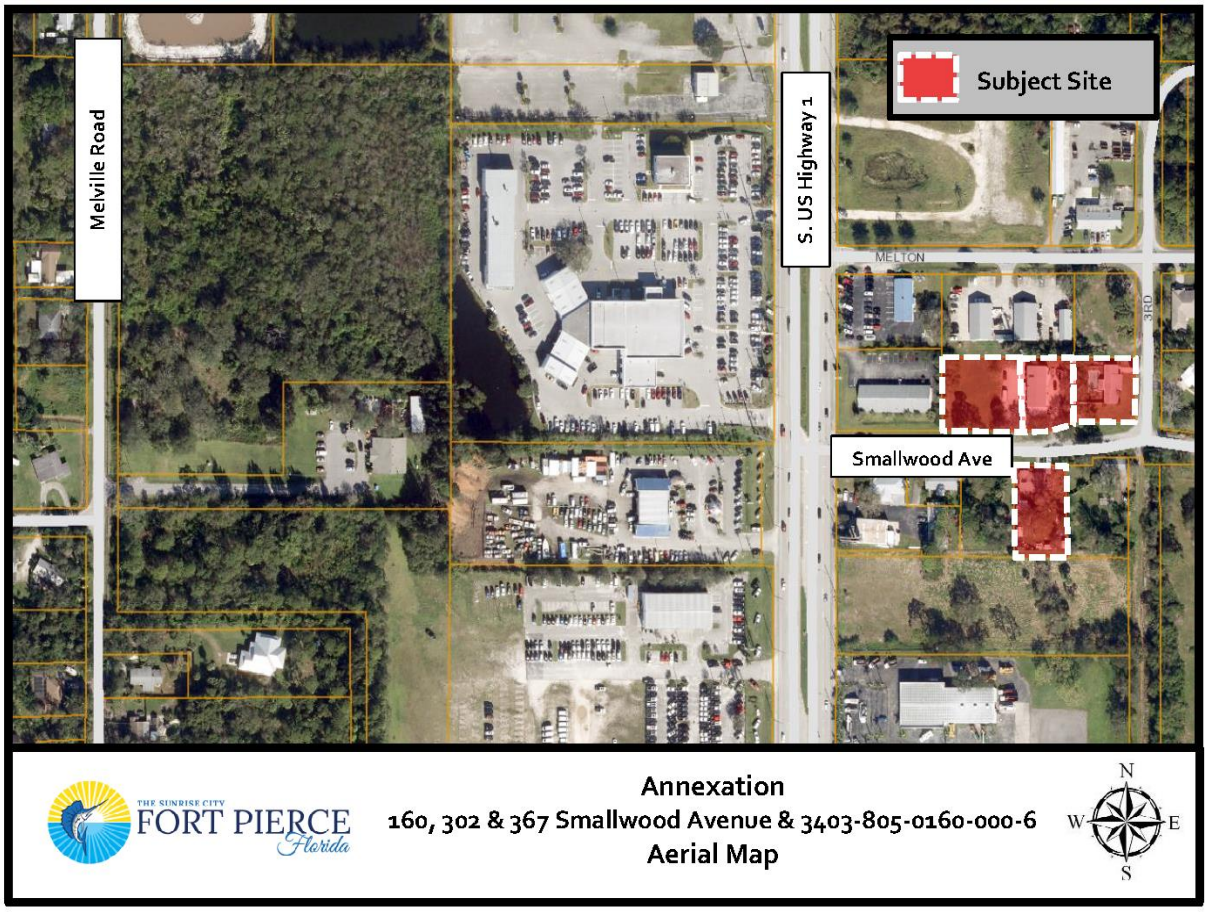
Surrounding Zoning:

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.

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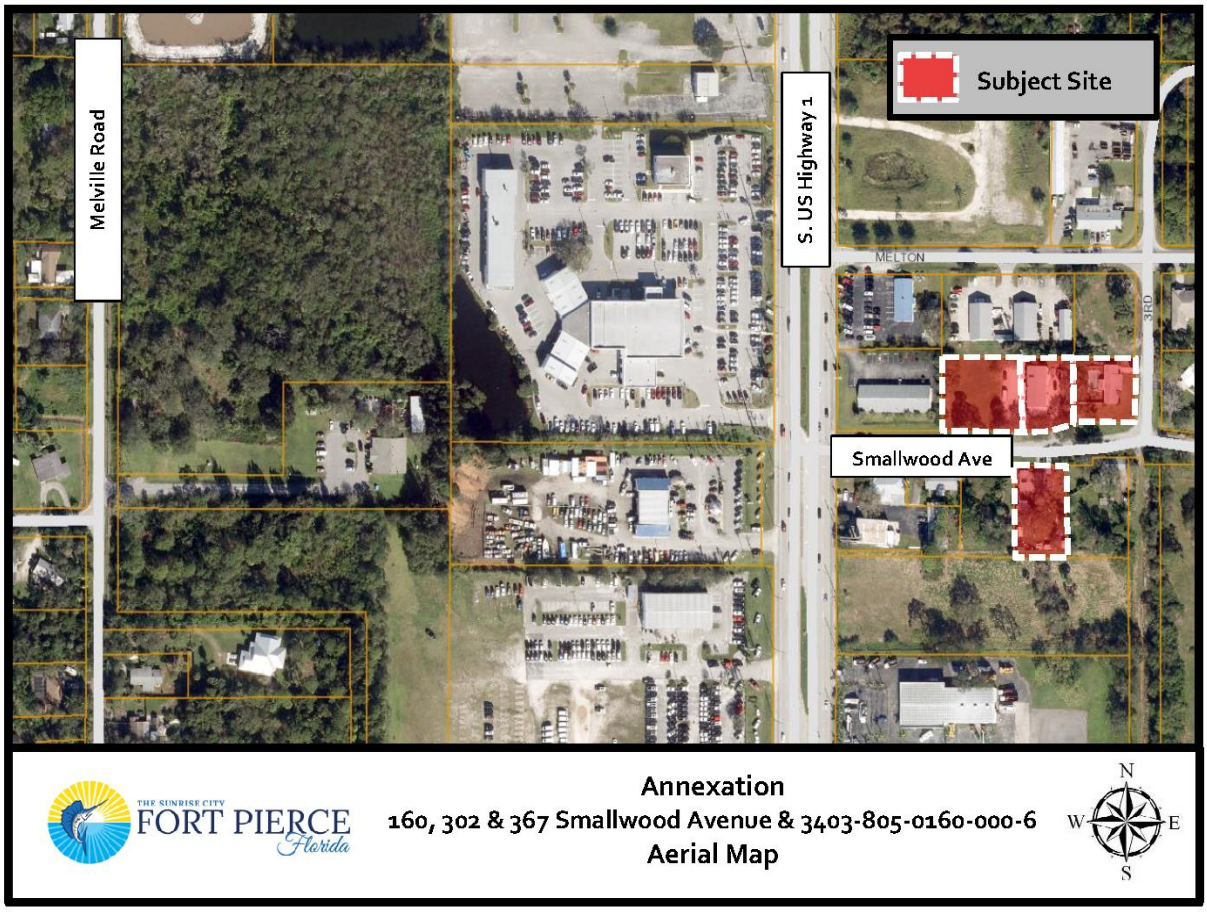
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Planning Board:

At their meeting on May 14, 2019, the Planning Board voted 5- to recommend Approval of the request as presented.

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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.

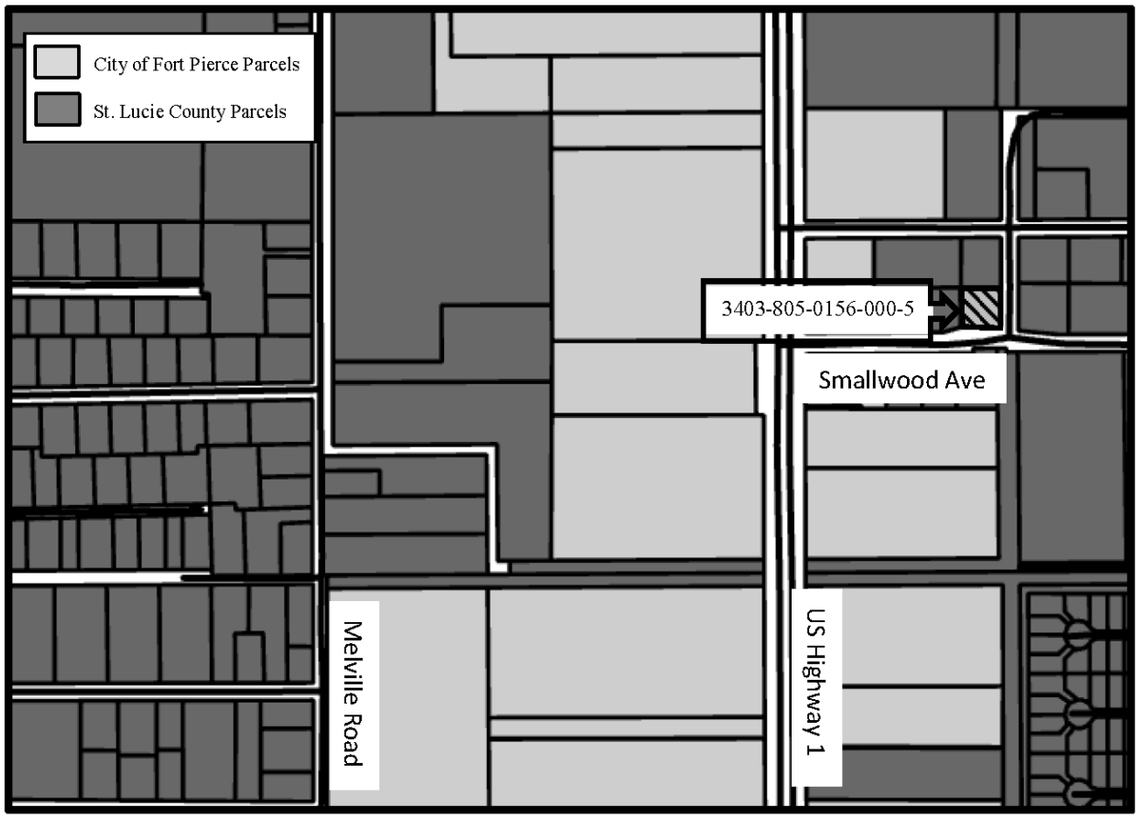
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

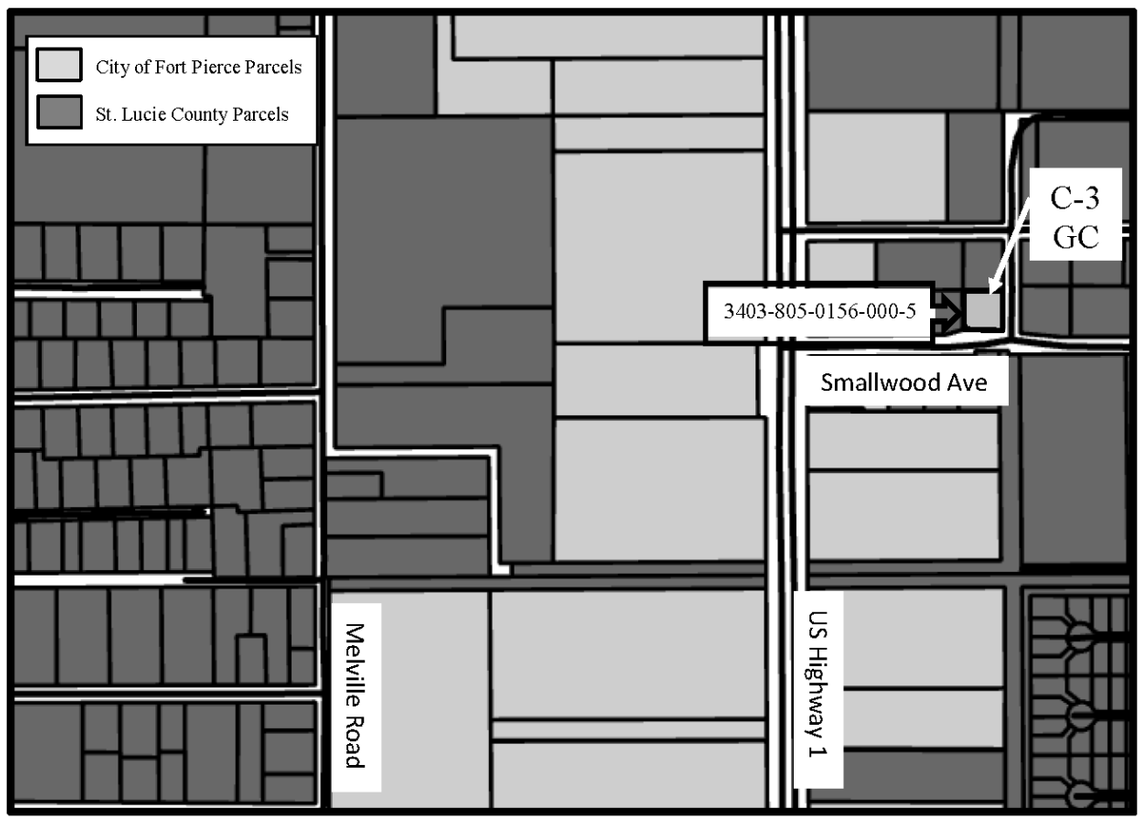
(CITY SEAL)

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.n.**

Meeting Date: 06/17/2019

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. SECOND 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

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Draft Ordinance

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Inbox	Reviewed By	Date
City Manager	Rebeca Guerra	05/22/2019 06:22 PM
City Manager	Nick Mimms	05/24/2019 11:33 AM

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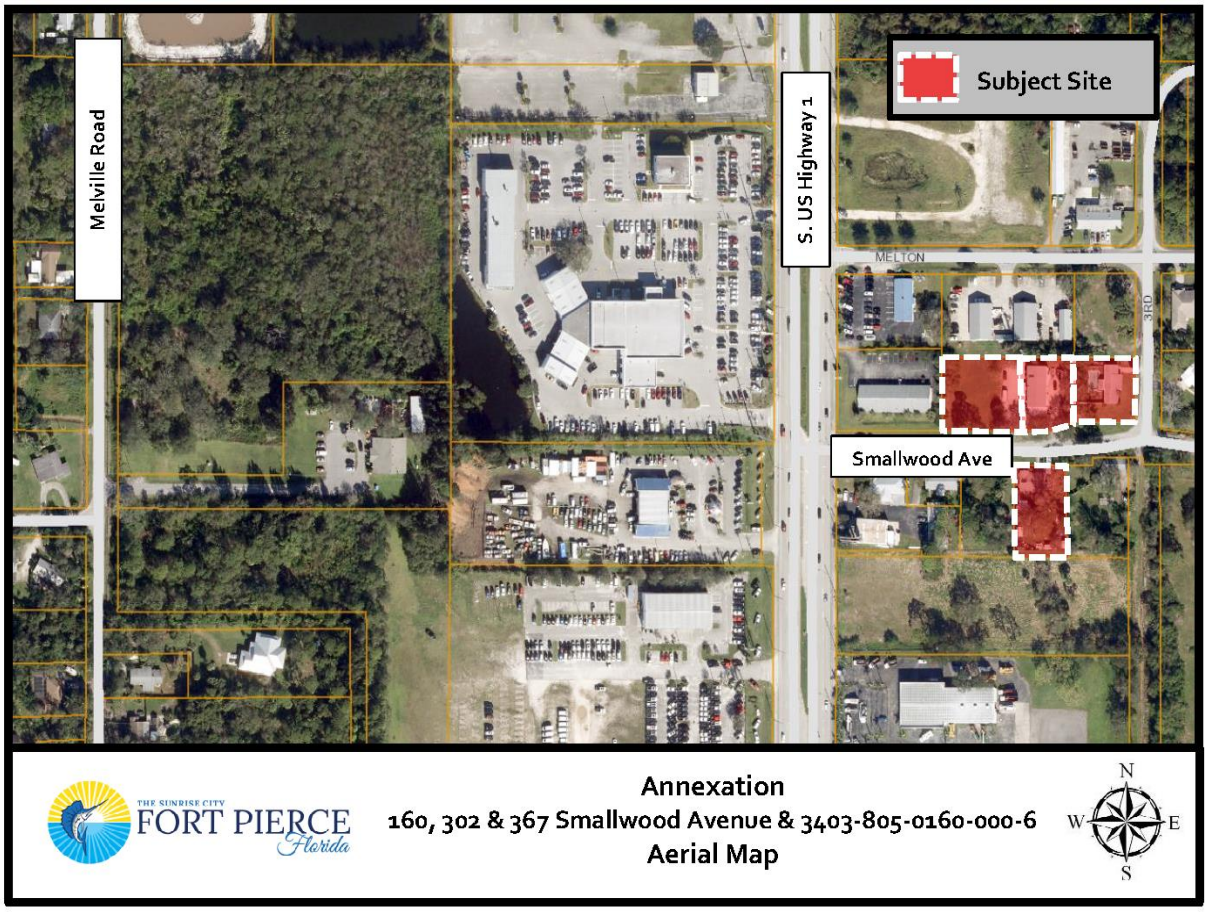
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Comprehensive Plan:

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.

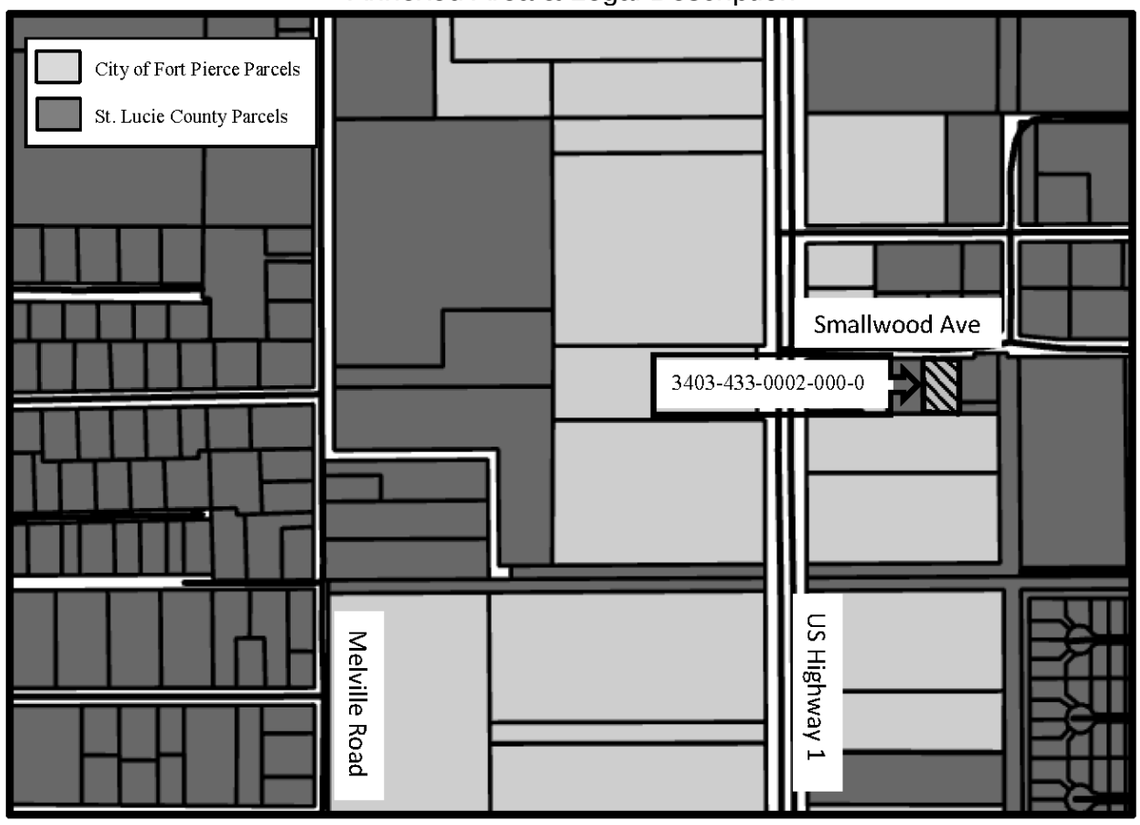
_____
Linda Hudson
MAYOR COMMISSIONER

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.

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.

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: 06/17/2019

Re: Submittal of Applications for the Historic Preservation Board

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

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SUBJECT:

Submittal of applications for the Historic Preservation Board

SUMMARY:

There are two regular member positions and one alternate position that needs to be filled. Michael Broderick has submitted an application for consideration of reappointment and Kori Benton, Patrick Small, Michael Waldrop and Anthony Westbury have submitted applications for consideration. The attendance record for 2018 and 2019 is attached.

RECOMMENDATION:

Appoint/Reappoint two regular members and one alternate member.

ALTERNATIVES:

Take no action.

RESPONSIBLE STAFF:

Rebeca A. Guerra, Interim Planning Director, AICP, LEED-AP, CPD

COORDINATED WITH:

Linda Cox, City Clerk

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2019
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

Not applicable

Attachments

Historic Preservation Board Attendance 2018-2019

Michael Broderick Reappointment Form

Kori Benton Application

Patrick Small Application

Anthony Westbury Application

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/10/2019 05:19 PM

Form Started By: Alicia Rosenthal
Started On: 06/04/2019 12:41 PM
Final Approval Date: 06/10/2019

HISTORIC PRESERVATION BOARD
ATTENDANCE RECORD 2019

BOARD MEMBERS	1/28/2019	2/25/2019	3/25/2019	4/22/2019	5/21/2019	6/24/2019	7/22/2019	8/26/2019	9/23/2019	10/28/2019	12/9/2019 Nov. & Dec. Combined Meeting
SAMPSON, PAUL	P	P	P	E	E						
SUZANNE BOARDMAN (Chair as of 5/21/19)	P	P	E	E	P						
THEUNS, HOLLY	P	P	P	P	P						
HAYEK, CHARLIE (Vice-Chair as of 5/21/19)	P	E	P	P	P						
BRODERICK, MICHAEL	P	P	P	P	P						
OSTEEN, JARED	E	E	P	P	E						
NEPRUD, JON	P	P	P	P	P						
JOHANSEN, GEORGE "BUSTER" (Alternate #1 as of 12/3/18)	P	P	P	E	P						

E = EXCUSED
U = UNEXCUSED
Active Alternate
X = No meeting

HISTORIC PRESERVATION BOARD
ATTENDANCE RECORD 2018

BOARD MEMBERS	1/22/2018	2/26/2018	3/26/2018	4/23/2018	5/29/2018	6/25/2018	7/23/2018	8/27/2018	9/24/2018	10/22/2018	11/6/18 Special Mtg.	11/26/2018	12/18/2017
SAMPSON, PAUL (Chair as of 6/27/16)	E	P	P	P	E	E	P	P	E	X	E	E	E
HARRIS, PEGGY BROWN	E	P	P	E	P	E	E	E	E	Appointment Expired			
SUZANNE BOARDMAN (Vice-Chair as of 6/27/16)	P	E	P	P	P	E	P	P	P	X	P	P	P
THEUNS, HOLLY	P	P	P	P	P	P	P	E	P	X	E	P	E
HAYEK, CHARLIE	P	P	E	P	E	P	E	E	E	X	P	P	E
BRODERICK, MICHAEL	P	P	P	E	P	P	P	P	P	X	P	P	P
OSTEEN, JARED (Regular member as of 10/26/16))	P	E	P	P	E	P	E	P	E	X	P	E	P
SMALL, PATRICK (Alternate #1 as of 10/26/16)	E	E	E	E	P	P	E	P	P	X	E	Did not seek Reappointment	
NEPRUD, JON (Appointed 11/5/18)											P	P	P
JOHANSEN, GEORGE "BUSTER" (Alternate #1 as of 12/3/18)													P

P = PRESENT
E = EXCUSED
U = UNEXCUSED
Active Alternate
X = No meeting

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historical Preservation Board

Name: Michael Broderick	Phone: 561-719-3356
Home Address: 1127 Granada St. City/Zip Code: Ft. Pierce, FL 34949	How long at this address? 16 Years

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Commercial Real Estate Management, Leasing and Construction

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:

Trident Properties Management - Property Management; 1221 Delaware Ave, Ft Pierce, FL 34950

Anytime Fitness of Fort Pierce - Gym; 701 Orange Ave, Ft. Pierce, FL 34950

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):

35 years of experience in Commercial Real estate management, Leasing, Project Management and Construction

Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No

If yes, please specify: The Historical Preservation Board and the City Planning Board

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: tridentproperty@bellsouth.net

Date: 05/22/2019 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: Historic Preservation Board

Name: Kori Benton	Phone: 772-519-0470
Home Address: 4181 Worlington Terrace City/Zip Code: Fort Pierce, FL 34947	How long at this address? 2+ years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Local Government Planner	
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 - Economics & Political Science MPA - Public Administration Served 3 years as the City of Fort Pierce Historic Preservation Officer Presently serve as St. Lucie County Historic Preservation Officer	
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: koricbenton@gmail.com
Date: 2/13/2019	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

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 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: HISTORIC PRESERVATION

Name: MICHAEL J. WALDROP	Phone: 772-834-7457
Home Address: 5770 NW CLUBURN DRIVE City/Zip Code: PORT SAINT LUCIE, FL 34986	How long at this address? 5 yr

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: GENERAL CONTRACTOR

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:

INNOVATION CONTRACTING, INC.
CHAUNCEY'S GLASS OF THE EAST COAST, LLC.
621 N. US HWY 1, FT. PIERCE, FL 34950

Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No
If yes, in what capacity? HOPE TO CONTINUE SERVING THE CITY OF FORT PIERCE WITH BOTH COMPANIES.

Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No
If yes, state the business and location:

BOTH 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):

Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No
If yes, please specify: BOARD OF EXAMINERS OF CONTRACTORS – CURRENTLY
CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEAL – ABOLISHED

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: NOTIFICATION EMAIL Applicant Email Address: Mwaldrop@innovationcontracting.com

Date: 5/4/19 Applicant's Signature [signature]

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting **13.b.**

Meeting Date: 06/17/2019

Re: FLC Voting Delegate

SUBJECT:

Select one (1) voting delegate to represent the City of Fort Pierce at the Florida League of Cities' Annual Conference.

SUMMARY:

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 15-17. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively. It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2018.

RECOMMENDATION:

Select one member to serve as the voting delegate.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

City Clerk's Office

COORDINATED WITH:

City Manager's Office

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Letter from FLC

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/10/2019 05:19 PM

Form Started By: Linda Cox Started On: 06/03/2019 04:36 PM

Final Approval Date: 06/10/2019

City Commission Regular Meeting **13.c.**

Meeting Date: 06/17/2019

Re:

SUBJECT:

Resolution 19-R23 approving DEO Agreement No. G0057, a Florida Job Growth Infrastructure Grant Agreement with the State of Florida Department of Economic Opportunity.

SUMMARY:

At the June 3 meeting, the City approved 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 state requires a Resolution authorizing such approval.

RECOMMENDATION:

Approve Resolution 19-R23.

ALTERNATIVES:

Approve with modifcations.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Grants Administrator

Fiscal Impact

OTHER INFORMATION:

No new fiscal impact.

Attachments

19-R23

Agreement

Form Review

Form Started By: Linda Cox Started On: 06/06/2019 08:56 AM

Final Approval Date: 06/06/2019

RESOLUTION NO. 19-R23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING **DEO AGREEEMENT NO. G0057, A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City 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; and

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; and

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.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That the City of Fort Pierce will enter into a Florida Job Growth Infrastructure Grant Agreement with the State of Florida, Department of Economic Opportunity for the benefit of the community.

2. That a copy of said Agreement shall be attached to this Resolution.

3. This Resolution shall become effective immediately upon adoption.

4. That the Mayor, City Clerk, and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 17th day of June, 2019.

_____
LINDA HUDSON, MAYOR

Attest:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
PETER J. SWEENEY, CITY ATTORNEY

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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

[*The remainder of this page has been intentionally left blank.*]

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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

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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: _____

City Commission Regular Meeting **13.d.**

Meeting Date: 06/17/2019

Re: SUN Trail - Historic DowntownFort Pierce Retrofit - Design Agreement and Resolution

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Resolution 19-R24 authorizing approval of a joint project agreement between the Florida Department of Transportation and the City of Fort Pierce providing for FDOT's participation towards the engineering design for the Historic Downtown Fort Pierce Retrofit SUN Trail from Georgia Avenue to A1A / N. Causeway Drive.

SUMMARY:

This agreement will enable the City to contract a professional engineer to provide design plans for the creation of a portion of the Greenways Trail System, commencing at Georgia Avenue and extending to A1A / N. Causeway Drive. This grant was applied for by St. Lucie County as part of SUN Trail Network, and it has been determined that the City, as grant recipient, would be more suited to manage the project. The Florida Department of Transportation agrees to participate in the project cost up to the maximum of $300,000.

RECOMMENDATION:

Engineering recommends approval of this agreement and supporting resolution.

ALTERNATIVES:

Reject grant award.

RESPONSIBLE STAFF:

Jack Andrews, City Engineer

COORDINATED WITH:

Wibet Hays, FDOT Multimodal Coordinator

Fiscal Impact

Budgeted Y/N: No

Fiscal Year: 19/20

Account: N/A

Amount: N/A

OTHER INFORMATION:

FDOT to reimburse City 100% up to $300,000.

Attachments

Agreement
Resolution

Form Review

Inbox	Reviewed By	Date
City Manager	John Andrews	06/06/2019 07:35 AM
City Manager	Nick Mimms	06/10/2019 05:19 PM

Form Started By: John Andrews Started On: 06/05/2019 03:32 PM
Final Approval Date: 06/10/2019

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Financial Project No:440033-2-34-01	**Contract No. _____**	**Vendor No.: VF596000322013**	**CSFA No. and Title:** 55.038 Florida Shared-Use Nonmotorized (SUN) Trail Network Program

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation, ("Department"), and City of Fort Pierce, 100 North U.S. 1, Fort Pierce, FL 34950, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.

B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.

C. The purpose of this Agreement is to provide for the Department's participation in the SUN Trail network from Georgia Avenue to A1A/N. Causeway Drive shared use path project, as further described in **Exhibit "A", Scope of Services** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.

D. The Recipient by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof as **Exhibit "E"**, **Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 1, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless

terminated earlier, work on the Project shall commence no later than: the _____ day of _____N/A_____, 20____ or within _____ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. **Project Cost:**

    a. The estimated total cost of the Project is $300,000. This amount is based upon the schedule of funding in **Exhibit "B", Method of Compensation**. The schedule of funding may be modified by mutual agreement of the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $300,000 and as more fully described in **Exhibit "B", Method of Compensation**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. **Compensation and Payment:**

    a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Scope of Services in **Exhibit "A**", and as set forth in the Method of Compensation in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440033-2-34-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.

c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.

g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by November 1, 2019, the Department may, at its discretion, terminate this Agreement.

c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.

d. In the event the cost of the Project is greater than $250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.

e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds,

including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.

c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, _____N/A_____, at (___) ___-_____ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.

f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should

indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

__WIBET HAY, OFFICE OF MODAL DEVELOPMENT_____
__3400 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33309_____
PHONE:_____954-777-4573_____
FAX: _____954-677-7892_____
EMAIL: ___WIBET.HAY@DOT.STATE.FL.US_____

RECIPIENT:

__JACK ANDREWS, PE, CITY ENGINEER_____
__CITY OF FORT PIERCE_____
__100 NORTH U.S. 1_____
__FORT PIERCE, FL 34950_____
PHONE: ____772-467-3773_____
FAX: _____772-460-6847_____
EMAIL: ___JANDREWS@CITY-FTPIERCE.COM_____

b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

> "To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant

and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with

the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

j. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

k. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

l. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

m. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

a. Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.

b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

Exhibit A: Scope of Services
Exhibit B: Method of Compensation
Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audi Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction
Exhibit G: Maintenance Memorandum of Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By:_____	By:_____
Name:	Name:
Title:	Title:
	Title:
	Legal Review:
	_____

EXHIBIT A
SCOPE OF SERVICES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Agreement between the State of Florida, Department of Transportation and the City of Fort Pierce.

Project Description: Design of the recommended alternative shared use path along the SUN Trail network from Georgia Avenue to A1A/N. Causeway Drive per the Historic Downtown Fort Pierce Retrofit Final Feasibility Study.

The following special requirements and conditions shall apply:

- Submittal of Design Plans
- Monthly or quarterly progress reports
- FDOT Design Manual, Chapter 224 Shared Use Paths
- Florida Statute Section 339.81
- Allocation of TLWR funds will not include the development of amenities associated with trail projects, including but not limited to the following elements: Benches, trail furniture or seating areas; Bicycle racks, air stations or lockers; Buildings, restrooms, wayside structures or overlooks, shelters or picnic pavilions; Kiosks (regulatory and safety signage permitted); Landscaping (trail stabilization permitted); Litter or recycle receptacles, and doggie bag dispensers; Parking areas or trailheads; Playgrounds, fitness equipment or structures; Promotional, marketing or educational materials; Sculptures, fountains or art; and Water fountains, splash zones, water features, spigots, showers, or irrigation equipment.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT B

Method of Compensation

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
440033-2-34-01	STTF	18/19	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	$300,000	5

Total Award	$300,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID#_____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20___.

By: _____
Name: _____
Title: _____

_____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM
CSFA Number:	55.038
***Award Amount:**	$300,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

City Commission Regular Meeting **13.e.**

Meeting Date: 06/17/2019

Re: SUN Trail - Highwayman Trail Gap - Design Agreement and Resolution

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Resolution 19-R25 authorizing approval of a joint project agreement between the Florida Department of Transportation and the City of Fort Pierce providing for FDOT's participation towards the engineering design for the Highwayman Trail Gap part of the SUN Trail Network from Indian Hills Drive to Georgia Avenue.

SUMMARY:

This agreement will enable the City to contract a professional engineer to provide design plans for the creation of a portion of the East Coast Greenway and Trail System, commencing at Indian Hills Drive and extending to Georgia Avenue. This grant was applied for by St. Lucie County as part of SUN Trail Network, and it has been determined that the City, as grant recipient, would be more suited to manage the project. The Florida Department of Transportation agrees to participate in the project cost up to the maximum of $100,000.

RECOMMENDATION:

Engineering recommends approval of this agreement and supporting resolution.

ALTERNATIVES:

Reject grant award.

RESPONSIBLE STAFF:

Jack Andrews, City Engineer

COORDINATED WITH:

Wibet Hays, FDOT Multimodal Coordinator

Fiscal Impact

Budgeted Y/N: No

Fiscal Year: 19/20

Account: N/A

Amount: N/A

FISCAL IMPACT:

FDOT to reimburse City 100% up to $100,000.

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	John Andrews	06/06/2019 07:34 AM
Finance Department	Johnna Morris	06/11/2019 11:28 AM
City Manager	Nick Mimms	06/11/2019 02:00 PM
Form Started By: John Andrews		Started On: 06/05/2019 06:02 PM
Final Approval Date: 06/11/2019		

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Financial Project No:440034-2-34-01	**Contract No. _____**	**Vendor No.: VF596000322013**	**CSFA No. and Title:** 55.038 Florida Shared-Use Nonmotorized (SUN) Trail Network Program

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation, ("Department"), and City of Fort Pierce, 100 North U.S. 1, Fort Pierce, FL 34950, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.

B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.

C. The purpose of this Agreement is to provide for the Department's participation in the SUN Trail network from Indian Hills Drive to Georgia Avenue shared use path project, as further described in **Exhibit "A", Scope of Services** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.

D. The Recipient by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof as **Exhibit "E"**, **Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 1, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the _____ day of

_____N/A_____, 20____ or within _____ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. **Project Cost:**

    a. The estimated total cost of the Project is $100,000. This amount is based upon the schedule of funding in **Exhibit "B", Method of Compensation**. The schedule of funding may be modified by mutual agreement of the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $100,000 and as more fully described in **Exhibit "B", Method of Compensation**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. **Compensation and Payment:**

    a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Scope of Services in **Exhibit "A**", and as set forth in the Method of Compensation in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440034-2-34-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.

c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.

g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by November 1, 2019, the Department may, at its discretion, terminate this Agreement.

c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.

d. In the event the cost of the Project is greater than $250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.

e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds,

including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department.. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.

c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, _____N/A_____, at (___) ___-_____ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.

f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should

indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

__WIBET HAY, OFFICE OF MODAL DEVELOPMENT_____
__3400 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33309_____
PHONE:_____954-777-4573_____
FAX: _____954-677-7892_____
EMAIL: ___WIBET.HAY@DOT.STATE.FL.US_____

RECIPIENT:

__JACK ANDREWS, PE, CITY ENGINEER_____
__CITY OF FORT PIERCE_____
__100 NORTH U.S. 1_____
__FORT PIERCE, FL 34950_____
PHONE: ____772-467-3773_____
FAX: _____772-460-6847_____
EMAIL: ___JANDREWS@CITY-FTPIERCE.COM_____

b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

> "To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant

and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with

the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

j. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

k. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

l. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

m. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

a. Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.

b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

Exhibit A: Scope of Services
Exhibit B: Method of Compensation
Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audi Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction
Exhibit G: Maintenance Memorandum of Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By:_____	By:_____
Name:	Name:
Title:	Title:
	Title:
	Legal Review:
	_____

EXHIBIT A
SCOPE OF SERVICES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Agreement between the State of Florida, Department of Transportation and the City of Fort Pierce.

Project Description: Design of the recommended alternative shared use path along the SUN Trail network from Indian Hills Drive to Georgia Avenue per the Historic Highwayman Trail Gap Final Feasibility Study.

The following special requirements and conditions shall apply:

- Submittal of Design Plans
- Monthly or quarterly progress reports
- FDOT Design Manual, Chapter 224 Shared Use Paths
- Florida Statute Section 339.81
- Allocation of TLWR funds will not include the development of amenities associated with trail projects, including but not limited to the following elements: Benches, trail furniture or seating areas; Bicycle racks, air stations or lockers; Buildings, restrooms, wayside structures or overlooks, shelters or picnic pavilions; Kiosks (regulatory and safety signage permitted); Landscaping (trail stabilization permitted); Litter or recycle receptacles, and doggie bag dispensers; Parking areas or trailheads; Playgrounds, fitness equipment or structures; Promotional, marketing or educational materials; Sculptures, fountains or art; and Water fountains, splash zones, water features, spigots, showers, or irrigation equipment.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT B

Method of Compensation

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
440034-2-34-01	STTF	18/19	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	$100,000	5

Total Award	$100,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID#_____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20___.

By: _____
Name: _____
Title: _____

_____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM
CSFA Number:	55.038
***Award Amount:**	$100,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. 19-R___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT'S PARTICIPATION IN THE DESIGN OF THE RECOMMENDED ALTERNATIVE SHARED USE PATH ALONG THE SUN TRAIL NETWORK FROM **INDIAN HILLS DRIVE TO GEORGIA AVENUE** PER THE HISTORIC HIGHWAYMAN TRAIL GAP FINAL FEASIBILITY STUDY AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Agreement is in the interest of both the City of Fort Pierce and the Florida Department of Transportation enabling the Department's participation in the design of the recommended alternative shared use path along the SUN Trail network;

WHEREAS, the Florida Department of Transportation will provide funding for the design, determining it would be more practical, expeditious, and economical for the City of Fort Pierce to perform the project.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That the City of Fort Pierce will enter into a Florida Shared-Use Nonmotorized Trail Network Agreement with the Florida Department of Transportation for the mutual benefits to be derived form joint participation on the project

2. That a copy of said Agreement shall be attached to this Resolution.

3. This Resolution shall become effective immediately upon adoption.

4. That the Mayor, City Clerk, and City Attorney are hereby authorized to enter into said agreement and to execute said agreement on behalf of the City of Fort Pierce.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ___ day of _____, 2019.

_____
LINDA HUDSON, MAYOR

Attest:

_____
LINDA COX, CITY CLERK

(CITY SEAL)

Approved as to Form and Correctness:

_____
Peter J. Sweeney, CITY ATTORNEY

City Commission Regular Meeting **13.f.**

Meeting Date: 06/17/2019

Re: Resolution

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Resolution 19-R30 Authorizing the Issuance of Refunding Bonds, Series 2019

SUMMARY:

Resolution approving the refunding of the Series 2015 bonds in order to save the City revenue.

RECOMMENDATION:

Approve Resolution 19-R30

ALTERNATIVES:

City Staff will proceed as directed by the Commission

RESPONSIBLE STAFF:

Johnna Morris, Finance Director

COORDINATED WITH:

Nick Mimms, City Manager
Peter Sweeney, City Attorney
Wes Bradish, Ziegler (Bond Placement Agent)
Mike William, Ackerman (Bond Council)

Fiscal Impact

OTHER INFORMATION:

Finance Director will explain the fiscal impact.

Attachments

19-R30

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/11/2019 02:47 PM
City Manager	Nick Mimms	06/13/2019 08:00 AM

Form Started By: Queen Thompkins Started On: 06/11/2019 02:29 PM

Final Approval Date: 06/13/2019

RESOLUTION NO. 19-R__

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $30,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF FORT PIERCE, FLORIDA CAPITAL IMPROVEMENT REVENUE AND REVENUE REFUNDING BONDS, SERIES 2019 FOR THE PRIMARY PURPOSE OF REFUNDING ALL OF THE CITY OF FORT PIERCE, FLORIDA CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2015 AND FINANCING THE COST OF DESIGNING, PERMITTING, CONSTRUCTING, RECONSTRUCTING AND EQUIPPING VARIOUS CAPITAL IMPROVEMENTS TO THE CITY OWNED AND OPERATED CITY OF FORT PIERCE MARINA, AND RELATED CAPITAL IMPROVEMENTS; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE OWNERS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING AND APPROVING THE NEGOTIATED SALE OF SUCH BONDS TO THE UNDERWRITER NAMED HEREIN SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING CERTAIN OFFICIALS TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15C2-12; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; DELEGATING TO THE MAYOR OR CITY MANAGER THE AUTHORITY TO EXECUTE A COMMITMENT FOR A BOND INSURANCE POLICY; APPOINTING THE PAYING AGENT AND REGISTRAR; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT AND APPOINTING A DISSEMINATION AGENT; PROVIDING CERTAIN OTHER MATTERS RELATING TO SUCH BONDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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BE IT RESOLVED BY THE CITY COMMISSION OF CITY OF FORT PIERCE, FLORIDA AS FOLLOWS:

ARTICLE I
GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended, the municipal charter of the Issuer, and other applicable provisions of law.

"Amortization Installment" shall mean an amount designated as such by the Issuer pursuant to the terms of Section 2.02 hereof and established with respect to any Term Bonds.

"Annual Debt Service" shall mean, with respect to any Bond Year, the aggregate amount of (1) all interest required to be paid on the Outstanding Bonds during such Bond Year, except to the extent that such interest is to be paid from deposits in the Construction Fund or the Interest Account made from Bond proceeds, (2) all principal of Outstanding Serial Bonds maturing in such Bond Year, and (3) all Amortization Installments designated as provided herein with respect to such Bond Year.

"Authorized Issuer Officer" shall mean any person authorized by this Resolution to perform such act or sign such document.

"Blanket Letter" shall mean the Blanket Issuer Letter of Representation of the Issuer dated May 22, 2019, and received and accepted by The Depository Trust Company ("DTC") in order to induce DTC to act as securities depository for the Bonds.

"Bond Amortization Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Bond Counsel" shall mean Akerman LLP or any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Insurer" means, with respect to any of the Bonds, the issuer of an insurance policy insuring the payment, when due, of the principal of and interest on such Bonds.

"Bond Year" shall mean the period commencing on September 1 of each year and continuing through the next succeeding August 31, unless otherwise provided by Supplemental Resolution.

"Bondholder" or "Holder" or "holder" or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the City of Fort Pierce, Florida Capital Improvement Revenue and Revenue Refunding Bonds, Series 2019 issued pursuant to this Resolution.

"City Attorney" shall mean the City Attorney or any Assistant City Attorney of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"City Clerk" shall mean the City Clerk of the Issuer, or any deputy or assistant City Clerk of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"City Commission" shall mean the City Commission of the Issuer or the board or body succeeding to its principal functions.

"City Manager" shall mean the City Manager of the Issuer, or any deputy or assistant City Manager of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations and rules thereunder in effect or proposed.

"Construction Fund" shall mean the City of Fort Pierce Capital Improvement Revenue and Revenue Refunding Bonds, Series 2019 Construction Fund established pursuant to Section 4.03 hereof.

"Cost" when used in connection with a Project, shall mean (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of such Project; (3) costs of land and interests therein and the costs of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds relating to the Project during the construction period of such Project and for a reasonable period thereafter; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses incidental to the issuance of the Bonds including legal fees and expenses and the fees and expenses of any auditors, Paying Agent, Registrar or depository; (8) costs of machinery or equipment required by the Issuer for the commencement of operation of such Project; or (9) any other costs properly attributable to such construction, acquisition, or equipping, as determined by generally accepted accounting principles and may include reimbursement to the Issuer for any such items of Cost heretofore paid by the Issuer.

"Debt" means except as otherwise provided in Section 5.01 hereof, as to any date (without duplication) all of the following to the extent that the maturity thereof is longer than one year, it is an obligation of the Issuer payable from the City's covenant to budget and appropriate Non-Ad Valorem Revenues and such Debt is outstanding for purposes of the

instruments pursuant to which it was issued; (1) Bonds (as defined in various resolutions of the City); (2) all obligations of the City for borrowed money evidenced by bonds, debentures, notes or other similar instruments, except as otherwise excluded from the definition of Debt; (3) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; and (4) all indebtedness of other persons to the extent guaranteed by the Issuer.

"Debt Service Fund" shall mean the City of Fort Pierce Capital Improvement Revenue and Revenue Refunding Bonds Series 2019 Debt Service Fund established pursuant to Section 4.04 hereof.

"Defeasance Securities" means:

(1) Cash;

(2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs");

(3) Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(4) The interest component of Resolution Funding Corp. ("REFCORP") strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable;

(5) Pre-refunded municipal bonds rated "Aaa" by Moody's Investors Service, Inc. ("Moody's") and "AAA" by S&P Global Rating ("SAP"). If however, the issue is only rated by S&P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rate pre-refunded municipals to satisfy this condition.

(6) Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.

a. U.S. Export-Import Bank (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership

b. Farmers Home Administration (FmHA)
Certificates of beneficial ownership

c. Federal Financing Bank

d. General Services Administration
Participation certificates

e. U.S. Maritime Administration

Guaranteed Title XI financing

f. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures – U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds

"Dissemination Agent" shall mean Digital Assurance Certification, L.L.C. or such other dissemination agent duly appointed by the Issuer.

"Finance Director" shall mean the Director of Finance, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Interest Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Interest Date" shall be such date or dates for the payment of interest on the Bonds as shall be provided for herein.

"Issuer" or "City" shall mean City of Fort Pierce, Florida, a body politic and corporate and municipal corporation, organized and existing under the laws of the State of Florida, including the Act.

"Maximum Annual Debt Service" shall mean the maximum Annual Debt Service to come due during any Bond Year of the Issuer on the Outstanding Bonds.

"Mayor" shall mean the Mayor of the Issuer, or in his or her absence, the Vice Mayor of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Non-Ad Valorem Revenues" shall mean all legally available funds of the City derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments due on the Bonds, but only after the satisfaction of the funding requirement for obligations having an express lien or a pledge of such revenues and after provision has been made by the City for the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

"Outstanding" when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which another Bond or other Bonds have been issued under an agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.06 and 2.08 hereof, and (3) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity, and (4) Bonds deemed paid in accordance with Section 8.01 hereof.

"Paying Agent" shall mean the paying agent for Bonds appointed by or pursuant to Section 8.04 hereof and its successors or assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution.

"Permitted Investments" shall mean any legal investment under the laws of the State and the investment policy of the Issuer.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Funds" shall mean (1) Non-Ad Valorem Revenues budgeted and appropriated by the Issuer in accordance with Section 4.02 hereof and deposited into the Debt Service Fund, and (2) until applied in accordance with the provisions of this Resolution, all moneys, including the investments thereof, in the funds and accounts established hereunder, with the exception of the Rebate Fund.

"Principal Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Project" shall mean capital improvements to the City of Fort Pierce Marina and such other municipal capital improvements as shall be approved by the City Commission and as shall not cause the Issuer to violate its covenants and obligations hereunder, including, without limitation, all property rights, appurtenances, easements, franchises and equipment relating thereto and deemed necessary or convenient for the acquisition, design, construction, reconstruction and equipping thereof.

"Purchase Contract" shall mean the Bond Purchase Agreement, the form of which is attached hereto as Exhibit "A" and approved pursuant to Section 2.10 hereof.

"Rebate Amount" means the excess of the future value, as of a computation date, of all receipts on nonpurpose investments (as defined in Section 1.148-1(b) of the Income Tax Regulations) over the future value, as of that date, of all payments on nonpurpose investments, all as provided by regulations under the Code implementing Section 148 thereof.

"Rebate Fund" shall mean the City of Fort Pierce Capital Improvement Revenue and Revenue Refunding Bonds, Series 2019 Rebate Fund established pursuant to Section 5.05 hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Refunded Note" shall mean all of the City's outstanding Capital Improvement Revenue Refunding Note, Series 2015.

"Registrar" shall mean the registrar for the Bonds appointed by or pursuant to Section 8.04 hereof and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 7.01, 7.02 and 7.03 hereof.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds hereby and which are subject to mandatory redemption by Amortization Installments.

"Underwriter" shall mean B.C. Ziegler & Company.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Resolution; the term heretofore shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of said Bonds. All of the Bonds, regardless of the time or times of their issuance or

maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. **FINDINGS.** It is hereby ascertained, determined and declared:

(1) That the Issuer deems it necessary, desirable and in the best interests of the Issuer and its citizens and to serve a paramount public purpose that the Refunded Note be retired on the date of initial delivery of the Bonds and that the Project be financed, designed, permitted, constructed, reconstructed and equipped.

(2) That the estimated Non-Ad Valorem Revenues, will be sufficient to pay the principal of and interest on the Bonds, as the same become due, and to make all other payments provided for in this Resolution.

(3) That the principal of and interest on the Bonds and all other payments provided for in this Resolution will be paid solely from the Pledged Funds; and the ad valorem taxing power of the Issuer will never be necessary to pay the principal of and interest on the Bonds and, except as otherwise provided herein, the Bonds shall not constitute a lien upon any property of the Issuer.

(4) That due to the willingness of the Underwriter to purchase the Bonds at interest rates favorable to the Issuer and the critical importance of timing of the sale of the Bonds, it is hereby determined that it is in the best interest of the public and the Issuer to sell the Bonds at a negotiated sale upon meeting the terms and conditions contained herein and in the Purchase Contract.

(5) That the Issuer expects to receive an offer from the Underwriter to purchase the Bonds, subject to the terms and conditions contained in the Resolution, herein and set forth in the Purchase Contract.

(6) That the Issuer desires to sell the Bonds subject to the terms and conditions contained herein and set forth in the Purchase Contract, and authorize execution and distribution of the Official Statement in connection with the issuance of the Bonds.

(7) That prior to the execution of the Purchase Contract the Issuer will be provided all applicable disclosure information required by Section 218.385, Florida Statutes, a copy of which is attached to or otherwise included as part of the Purchase Contract.

SECTION 1.05. AUTHORIZATION OF REFUNDING OF REFUNDED NOTE AND THE PROJECT. The Issuer does hereby authorizes the refunding of the Refunded Note and the financing the Cost of designing, permitting, constructing, reconstructing and equipping of the Project.

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION OF BONDS. This Resolution authorizes an issue of Bonds of the Issuer to be designated as "City of Fort Pierce, Florida, Capital Improvement Revenue and Revenue Refunding Bonds, Series 2019" in an aggregate principal amount of not to exceed $30,000,000 for the purpose of retiring on the date of initial delivery of the Bonds the Refunded Note and financing the Cost of designing, permitting, constructing, reconstructing and equipping the Project and paying certain costs of issuance incurred with respect thereto including the premium for any Bond Insurance Policy as hereinafter defined provided the Issuer may change such Series designation in the event that the Bonds are not issued in calendar year 2019.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution, be issued with such further appropriate particular designations added to or incorporated in such title for the Bonds as the Issuer may determine.

The Bonds shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined hereunder.

The Bonds shall be issued in denominations of $5,000 or integral multiples thereof, in fully registered form; shall be dated such date; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agent and Registrar; and shall mature in such years and amounts; all as determined hereunder.

The Bonds shall be issued under and secured by this Resolution and shall be executed and delivered in the manner as set forth in this Resolution, with such additional changes and insertions therein as conform to the provisions of the Purchase Contract, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 2.02. DESCRIPTION OF BONDS. (1) The Bonds shall be issued as fully registered Bonds; shall be numbered consecutively from one upward in order of maturity preceded by the letter "R"; shall bear interest at a rate or rates not exceeding the maximum rate allowed by Florida law, payable in such manner and on such dates; shall consist of such amounts of Serial Bonds and Term Bonds; maturing in such amounts or Amortization Installments and in such years; shall be payable in such place or places; shall have such Paying Agent and Registrar; and shall contain such redemption provisions; all as hereinafter described.

(2) The principal of or Redemption Price, if applicable, on the Bonds are payable upon presentation and surrender of the Bonds at the designated office of the Paying Agent. Interest payable on any such Bond on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Date, or, unless otherwise provided by Supplemental Resolution, at the option of the Paying Agent, and at the request and expense of such Holder, by bank wire transfer for the account of such Holder. Interest on the Bonds shall be computed on the basis of a 360-day year consisting of twelve thirty-day months. In the event the interest payable on any such Bond is not punctually paid or duly provided for by the Issuer on such Interest Date, such defaulted interest will be paid to the Holder in whose name such Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Holder, not less than ten days preceding such special record date. All payments of principal of or Redemption Price, if applicable, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(3) The Issuer hereby delegates to the Mayor or the City Manager or his or her designee the authority (a) to determine (i) the dated date, (ii) the maturity dates and amounts, (iii) the interest rates and payment dates, (iv) the redemption features, (v) the Amortization Installments for the Term Bonds, if any, (vi) the delivery date, and (vii) all other details of the Bonds; and (b) to take such further action as shall be required for carrying out the purposes of this Resolution, all with respect to the Bonds; and (c) to execute and deliver, on behalf of the Issuer, the Purchase Contract as provided in Section 2.10 hereof; provided, however, that the Mayor or his or her designee shall not take any action pursuant to this Section 2.02 unless the Mayor or his or her designee shall have received an offer from the Underwriter to purchase the Bonds and such information as the Mayor or his or her designee shall deem necessary in order to demonstrate that (i) the par amount of the Bonds is not in excess of $30,000,000, (ii) the final maturity of the Bonds is not later than September 1, 2038, (iii) the underwriting discount is not greater than one percent (1.0%) of the original principal amount of the Bonds and (iv) the true interest cost rate on the Bonds is not greater than three and one-half percent (3.50%).

The Mayor or City Manager is hereby delegated the authority to obtain a commitment from a Bond Insurer for a bond insurance policy in regard to any or all of the Bonds (the "Bond Insurance Policy") after consulting with the Underwriter to determine net interest costs savings to the Issuer resulting from the purchase of the Bond Insurance Policy, and is hereby authorized to execute and deliver a commitment and any additional documents and agreements as may be required as a condition to the delivery of the Bond Insurance Policy.

(4) All actions of the Mayor or his or her designee taken pursuant to the authority contained in Section 2.02(3) above shall be evidenced by the execution of the Purchase Contract by the Mayor or the City Manager, or his or her designee, which shall constitute complete evidence of the actions of the Mayor or the City Manager or his or her designee in accordance with this Section and shall constitute official action of the Issuer.

SECTION 2.03. APPLICATION OF BOND PROCEEDS. Except as otherwise provided by Supplemental Resolution, the proceeds derived from the sale of the Bonds, including accrued interest and premium, if any, together with legally available funds of the Issuer, if any, shall, simultaneously with the delivery of the Bonds to the Underwriter be applied by the Issuer as follows:

(1) Accrued interest, if any, shall be deposited in the Interest Account and shall be used only for the purpose of paying the interest which shall thereafter become due on the Bonds.

(2) A sufficient amount of the proceeds of the Bonds as together with any other legally available funds of the Issuer will be applied to retire the Refunded Note.

(3) The balance of the proceeds of the Bonds shall be deposited in the Construction Fund to be used to pay Cost of the Project, including but not limited to the costs of issuance of the Bonds, including the premium for any Bond Insurance Policy and any capitalized interest related thereto.

SECTION 2.04. EXECUTION OF BONDS. The Bonds shall be signed by, or bear the facsimile signature of the Mayor shall be attested by or bear the facsimile signature of the City Clerk and may be approved as to form by the manual or facsimile signature of the City Attorney. The official seal of the Issuer shall be imprinted on each Bond. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although, at the date of such Bond, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.05. AUTHENTICATION. No Bond shall be secured hereunder or be entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.11 hereof.

SECTION 2.06. TEMPORARY BONDS. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.04 hereof, and deliver,

upon authentication by the Registrar pursuant to Section 2.05 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by Supplemental Resolution, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Registrar.

SECTION 2.07. **BONDS MUTILATED, DESTROYED, STOLEN OR LOST.** In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of such Holder's ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be canceled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.07 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder.

SECTION 2.08. **TRANSFER.** Bonds, upon surrender thereof at the designated office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the commercial laws and the Uniform Commercial Code of the State, subject to the provisions for registration and transfer contained in this Resolution and in

the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the designated office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the designated office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to the Bonds, forthwith (A) following the fifteenth day prior to an Interest Date; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds; and (C) at any other time as reasonably requested by the Paying Agent, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds in the same manner as is provided in Section 2.04 hereof for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be canceled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds during the fifteen days next preceding an Interest Date on the Bonds, or, in the case of any proposed redemption of Bonds, then during the fifteen days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

SECTION 2.09. **BOOK ENTRY.** The Blanket Letter was entered into by the Issuer with The Depository Trust Company ("DTC"). It is intended that the Bonds be registered so as to participate in a global book-entry system with DTC as set forth herein and in such Blanket Letter. The Bonds shall be initially issued in the form of a single fully registered Bond for each maturity. Upon initial issuance, the ownership of such Bonds shall be registered by the Registrar in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. So long as any Bond is registered in the name of DTC (or its nominee), the Issuer, the Registrar and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive holder of such Bonds registered in its name, and all payments with respect to the principal or Redemption Price of, if any, and interest on such Bond ("Payments") and all notices with respect to such Bond ("Notices") shall be made or given, as the case may be, to DTC. Transfers of Payments and delivery of Notices to DTC Participants shall be the responsibility of DTC and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time. Transfers of Payments and delivery of Notices to beneficial owners of the Bonds by DTC Participants shall be the responsibility of such participants, indirect participants and other nominees of such beneficial owners and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time.

Upon (I) (a) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, (b) termination, for any reason, of the agreement among the Issuer, the Registrar and Paying Agent and DTC evidenced by the Blanket Letter, or (c) determination by the Issuer that such book-entry only system should be discontinued by the Issuer, and (II) compliance with the requirements of any agreement between the Issuer and DTC with respect thereto, the Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions hereof. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange Bonds consistent with the terms hereof, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Letter shall apply to the registration and transfer of the Bonds and to Payments and Notices with respect thereto.

SECTION 2.10. **FORM OF PURCHASE CONTRACT.** Subject to the terms and conditions of Section 2.02 hereof, the Bonds may be sold in a negotiated sale to the Underwriter upon the terms and conditions set forth in this Resolution and in the Purchase Contract which is attached hereto as Exhibit "A" and incorporated by reference. The form of the Purchase Contract is hereby approved by the Issuer (such approval indicating the recognition of the Issuer that the conditions precedent in the Purchase Contract and Section 2.02 hereof will be met prior to the delivery of the Bonds). Upon satisfaction of the conditions contained in this Resolution, including

Section 2.02 hereof, the Purchase Contract shall be executed and delivered by the Mayor in substantially the form attached hereto as Exhibit "B" (with such changes and filling of blanks as shall be approved by the Mayor or City Manager). All of the provisions of the Purchase Contract, when executed and delivered by the Issuer as authorized herein shall be deemed to be part of this instrument as fully and to the same extent as if incorporated verbatim herein. The execution and delivery of the Purchase Contract to be conclusive evidence of the approval thereof.

SECTION 2.11. FORM OF BONDS. The text of the Bonds shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by the Issuer's delivery of the Bonds to the Underwriter):

No. R-_____ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF ST. LUCIE
CITY OF FORT PIERCE, FLORIDA
CAPITAL IMPROVEMENT REVENUE AND REVENUE REFUNDING BOND, SERIES 2019

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
____%	September 1, ____	_____, 2019	_____

Registered Holder: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that City of Fort Pierce, Florida, a body politic and corporate and municipal corporation organized and existing under the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on March 1 and September 1 of each year commencing September 1, 2019 until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

The principal of and redemption premium, if applicable, on this Bond is payable upon presentation and surrender of this Bond at the designated office of Zions Bancorporation, National Association, as Paying Agent. Interest payable on this Bond on any interest date will be paid by check or draft of the Paying Agent to the Registered Holder in whose name this Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date, or, at the option of the Paying Agent, and at the request and expense of such Registered Holder, by bank wire transfer for the account of such Registered Holder. In the event the interest payable on this Bond is not punctually paid or duly provided for by the Issuer on such interest payment date, such defaulted interest will be paid to the Registered Holder in whose name this Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Registered Holder, not less than ten days preceding such special record date. All payments of principal of and redemption

premium, if applicable, and interest on this Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued for the purpose of refinancing certain debt of the Issuer and financing the Cost of the designing, permitting, constructing, reconstructing and equipping of the City of Fort Pierce Marina and other municipal improvements as shall be approved by the City Commission, under the authority of and in full compliance with Chapter 166, Florida Statutes, the Constitution of the State of Florida, the municipal charter of the Issuer and other applicable provisions of law (the "Act"), and Resolution No. _____ duly adopted by the City Commission of the Issuer on June 17, 2019, as may be amended and supplemented from time to time (the "Resolution"), and is subject to the terms and conditions of the Resolution. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution.

The Bonds and the interest thereon are payable solely from and secured by an irrevocable pledge of the Pledged Funds. Pledged Funds consist of (1) Non-Ad Valorem Revenues budgeted and appropriated by the Issuer in accordance with Section 4.02 of the Resolution and deposited into the Debt Service Fund, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including the investments thereof, in the funds and accounts established under the Resolution, with the exception of the Rebate Fund. The Issuer has covenanted and has agreed to appropriate in its annual budget for each Fiscal Year sufficient amount of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds in each Fiscal Year, and to make certain other payments required by this Resolution, subject to the limitations described in this Resolution. Reference is made to this Resolution for more complete description of the security for the Bonds.

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS BOND THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, TO THE PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS BOND, FOR PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES. THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM, THE PLEDGED FUNDS.

This Bond is transferable in accordance with the terms of this Resolution only upon the books of the Issuer kept for that purpose at the designated office of the Registrar by the Registered Holder hereof in person or by such Holder's attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denominations of $5,000 and integral multiples thereof, not exceeding the aggregate principal amount of the Bonds maturing on the same date. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of the Bonds during the fifteen days next preceding an interest payment date, or in the case of any proposed redemption of the Bonds, then, during the fifteen days next preceding the date of the first mailing of notice of such redemption.

[INSERT REDEMPTION PROVISIONS]

Notice of redemption, unless waived, is to be given by the Registrar by mailing an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owners of the Bonds to be redeemed at such Owners' addresses shown on the registration books maintained by the Registrar or at such other addresses as shall be furnished in writing by such Registered Owners to the Registrar; provided, however, that no defect in any such notice to any Registered Holder of Bonds to be redeemed nor failure to give such notice to any such Registered Holder nor failure of any such Registered Holder to receive such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Registered Owners of Bonds to be redeemed. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the City Commission of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of Fort Pierce, Florida has caused this Bond to be executed in its name by the manual signature of its Mayor attested by the manual signature of its City Clerk, and its seal to be to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of this _____ day of _____, 2019.

CITY OF FORT PIERCE, FLORIDA

(SEAL)

By:_____
Title: Mayor

ATTESTED:

By:_____
Title: City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
Registrar

By:_____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

Insert Social Security or Other
Identifying Number of Assignee

_____

(Name and Address of Assignee)

_____

the within Bond and does hereby irrevocably constitute and appoint _____ as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the list above.

ARTICLE III
REDEMPTION OF BONDS

SECTION 3.01. PRIVILEGE OF REDEMPTION. The Bonds shall be subject to optional and/or mandatory redemption at the times and in the amounts provided by the Purchase Contract.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED. The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least sixty (60) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than forty-five (45) days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof. Notwithstanding the foregoing, in the event that less than the entire principal amount of a Term Bond is to be optionally redeemed, the Issuer shall determine how the principal amount of such Term Bond is to be allocated to the still outstanding Amortization Installments for the Term Bond and shall notify the Paying Agent and Registrar of such allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION. Unless waived by any Holder of Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this Section to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Owners of Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state:

(1) the redemption date,

(2) the Redemption Price,

(3) if less than all Outstanding Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,

(4) that, on the redemption date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) that such Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar.

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date.

The Issuer may provide that a notice of redemption may be contingent upon the occurrence of condition(s) and that if such condition(s) do not occur, the notice will be rescinded; provided notice of such rescission shall be mailed in the manner described herein to all Bondholders as soon as practicable after the Issuer has determined to rescind the redemption.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to, the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be canceled by the Registrar and shall not be reissued.

ARTICLE IV
SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER. THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS

OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE HEREUNDER, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE ISSUER EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED HEREIN.

SECTION 4.02. BONDS SECURED BY PLEDGE OF PLEDGED FUNDS.

(1) The Issuer covenants and agrees to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, sufficient amounts of Non-Ad Valorem Revenues for deposit into the Debt Service Fund for the payment of principal of and interest on the Bonds due in such Fiscal Year. Such covenant and agreement on the part of the Issuer shall be cumulative and shall continue until all payments of principal of and interest on the Bonds shall have been budgeted, appropriated, deposited and actually paid. The Issuer agrees that this covenant and agreement shall be deemed to be entered into for the benefit of the Holders of the Bonds and that this obligation may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. Notwithstanding the foregoing or any provision of this Resolution to the contrary, the Issuer does not covenant to maintain or continue any activities, services or programs now maintained or provided by the Issuer, including those programs and services which generate user fees, regulatory fees or other Non-Ad Valorem Revenues. This covenant and agreement shall not be construed as a limitation on the ability of the Issuer to pledge all or a portion of such Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Holder of Bonds or other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the payment of the Issuer's obligations hereunder or to maintain any activities, services or programs now maintained or provided by the Issuer, including those programs and services which generate user fees, regulatory fees or other Non-Ad Valorem Revenues.

However, this covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein has the effect of making available for the payment of the Bonds the Non-Ad Valorem Revenues of the Issuer in the manner provided herein and placing on the Issuer a positive duty to appropriate and budget, by amendment if necessary, and deposit amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, which make it unlawful for any municipality to

expend moneys not appropriated and in excess of such municipality's current budgeted revenues. The obligation of the Issuer to make such payments from its Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues (including the payment of debt service on bonds and other debt instruments) and funding requirements for essential public purposes affecting health, welfare and safety of the inhabitants of the Issuer or which are legally mandated by applicable law; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year. The Issuer, subject to Section 5.01 hereof, may hereafter provide a covenant to budget and appropriate Non-Ad Valorem Revenues as a source of security, and/or pledge one or more of such Non-Ad Valorem Revenues to provide for the payment of obligations (including debt obligations) incurred by the Issuer. No priority of payment among such obligations is established when a covenant to budget and appropriate Non-Ad Valorem Revenues is used as a source of security for the payment thereof.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues until such funds are deposited in the Debt Service Fund established pursuant to Section 4.04 hereof, nor does it preclude the Issuer from pledging in the future or covenanting to budget and appropriate in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holders of the Bonds a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. The payment of the debt service of all of the Bonds issued hereunder shall be secured forthwith equally and ratably by a pledge of and a lien upon the Pledged Funds, as now or hereafter constituted. The Issuer does hereby irrevocably pledge such Pledged Funds to the payment of the principal of and interest on the Bonds issued pursuant to this Resolution, and the Issuer does hereby irrevocably agree to the deposit of Non-Ad Valorem Revenues into the Debt Service Fund at the times provided of the sums required to secure the Holders of the Bonds issued hereunder, and the payment of the principal of and interest thereon when due. The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

(2) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues deposited by the Issuer in the Debt Service Fund and other amounts on deposit from time to time in the fund and accounts established pursuant to Section 4.04 hereof, plus any earnings thereon, shall be pledged to the repayment of the Bonds.

SECTION 4.03. CONSTRUCTION FUND. The Issuer covenants and agrees to establish a separate fund to be known as the "City of Fort Pierce Capital Improvement Revenue and Revenue Refunding Bonds, Series 2019 Construction Fund," which shall be used only for payment of the Cost of the Project including Costs of issuing the Bonds. Moneys in the Construction Fund, until applied in payment of any item of the Cost of a Project in accordance with the provisions hereof, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Owners of the Bonds and for the further security of such Owners.

SECTION 4.04. FUNDS AND ACCOUNTS. The Issuer covenants and agrees to establish a separate fund to be known as the "City of Fort Pierce Capital Improvement Revenue and Revenue Refunding Bonds, Series 2019 Debt Service Fund" (the "Debt Service Fund"). The Issuer shall maintain in the Debt Service Fund three accounts: the "Interest Account," the "Principal Account," and the "Bond Amortization Account." Moneys in the aforementioned funds and accounts, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders and for the further security of the Holders.

SECTION 4.05. FLOW OF FUNDS.

(1) Non-Ad Valorem Revenues budgeted and appropriated pursuant to Section 4.02 hereof shall be deposited or credited at least five (5) business days prior to the applicable due date, in the following manner:

(a) Interest Account. The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said Account, shall be equal to the interest on all outstanding Bonds accrued and unpaid and to accrue on such Interest Date. Moneys in the Interest Account shall be used to pay interest on the Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose.

(b) Principal Account. The Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said Account, shall equal the portion of the principal on the Outstanding Bonds next due. Moneys in the Principal Account shall be used to pay the principal of the Bonds as and when the same shall mature, and for no other purpose.

(c) Bond Amortization Account. The Issuer shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said Account, shall equal the portion of the Amortization Installments of all Bonds Outstanding next due. Moneys in the Bond Amortization Account shall be used to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account.

(2) On the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

SECTION 4.06. INVESTMENTS. The Construction Fund and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State and the City's adopted investment policy. Moneys on deposit in the Construction Fund and the Debt Service Fund may be invested and reinvested in Permitted Investments maturing not later than the date on which the moneys

therein will be needed. Any and all income received by the Issuer from the investment of moneys in the Construction Fund, the Interest Account, the Principal Account and the Bond Amortization Account shall be retained in such respective Fund or Account unless otherwise required by applicable law.

Nothing contained in this Resolution shall prevent any Permitted Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Permitted Investments shall be valued at cost.

SECTION 4.07. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

ARTICLE V
OTHER OBLIGATIONS AND COVENANTS OF ISSUER

SECTION 5.01. ADDITIONAL DEBT.

During such time as the Bonds are Outstanding hereunder, the Issuer agrees and covenants not issue any Debt subsequent to the issuance of the Bonds payable from amounts budgeted and appropriated from Non-Ad Valorem Revenues unless an independent auditor shall, prior to the issuance of such Debt, certify to the City that the Adjusted Revenues for the immediately preceding Fiscal Year is equal to (i) at least 200% of the Maximum Annual Debt Service on all Debt to be outstanding following the issuance of such new Debt and (ii) 100% of any amounts owed for Policy Costs. No such additional Debt may be issued without the prior written consent of all applicable bond insurers if any Policy Costs are past due and owing.

"Debt" for purpose of the above means as to any date (without duplication) all of the following to the extent that the maturity thereof is longer than one year, it is an obligation of the City payable from the City's covenant to budget and appropriate Non-Ad Valorem Revenues and such Debt is outstanding for purposes of the instruments pursuant to which it was issued: (1) Bonds (as defined in various Resolutions of the City); (2) all obligations of the City for borrowed money evidenced by bonds, debentures, notes or other similar instruments, except as otherwise excluded from the definition of Debt; (3) all obligations of the City to pay the deferred

purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; and (4) all indebtedness of other Persons to the extent guaranteed by the City. "Debt" shall not include any obligation of the City payable in whole or in part whereby the City has agreed to pay such obligation from a covenant to budget and appropriate from Non-Ad Valorem Revenues, which agreement is subordinate to such agreement in favor of the Holders of the Bonds and any Debt payable on a parity therewith ("Subordinate Obligations"), provided that the total outstanding principal amount of such Subordinate Obligations does not exceed $6.5 million and the maturity date of any such Subordinate Obligations is at least eleven (11) years from the date of issuance thereof.

For purposes of this test "Adjusted Revenues" means "Total Revenues" and "Total Other Financing Sources" as indicated on the "Schedule of General Fund Revenues, Expenditures and Changes in Fund Balance" or any successor thereto as set forth in the City's general purpose financial statements for the General Fund of the City for such Fiscal Year, less any transfers to the City's General Fund from the City's solid waste fund, less any amounts received by the City from federal grants and state grants, less any funds utilized for capital leases to which the City is the lessee and less any other grants and any other Non-Ad Valorem Revenues which may not legally be used to pay debt service on the Bonds, plus the Ad Valorem Credit (as hereinafter defined), less the Maximum Annual Debt Service for such Fiscal Year on Debt secured by and payable from a specific source of Non-Ad Valorem Revenues, not otherwise included in Non-Ad Valorem Revenues less general government expenditures and public safety expenditures.

For purposes of the above, "Ad Valorem Credit" means that amount of ad valorem taxes received by the City determined by applying to the total amount of such taxes the percentage determined by dividing the total of general government and public safety expenditures by total expenditures and other financial uses (as such expenditures are reflected in the City's general purposes financial statements for such Fiscal Year).

"Policy Costs" mean amounts owed in regard to amounts drawn under any surety bond or similar instrument deposited to a reserve fund issued in regard to the Debt payable from a City covenant to budget and appropriate Non-Ad Valorem Revenues.

For the purposes of the covenants contained in this Section 5.01, Maximum Annual Debt Service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to Debt which bears interest at a variable interest rate, annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, annual debt service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures or is obligated to be repaid during any one Fiscal Year. The foregoing notwithstanding, for purposes of calculating annual debt service, any Debt which

bears interest at a variable rate with respect to which the Issuer has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated for purposes of this Section 5.01 as bearing interest at a fixed rate equal to the fixed rate payable by the Issuer under the interest rate swap, or the capped rate provided by the interest rate cap.

With respect to debt service on any Debt with respect to which the Issuer elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date, but only to the extent that the Issuer reasonably believes that it will be in receipt of such subsidy payment on or prior to such interest payment date. In that case, such direct subsidy payments shall not be treated as Non-Ad Valorem Revenues to avoid double counting.

SECTION 5.02. BOOKS AND RECORDS. The Issuer shall keep proper books, records and accounts of the receipt of the Non-Ad Valorem Revenues in accordance with generally accepted accounting principles, and any Holder or Owners of Bonds shall have the right at all reasonable times to inspect such books, records, accounts and data of the Issuer relating thereto.

SECTION 5.03. ANNUAL AUDIT. The Issuer shall, immediately after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance, and any other statements as required by law or accounting convention, and a report by such accountants disclosing any material default on the part of the Issuer of any covenant or agreement herein which is disclosed by the audit of the financial statements. The annual financial statements shall be prepared in conformity with generally accepted accounting principles.

SECTION 5.04. NO IMPAIRMENT. The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the City Commission of the Issuer.

SECTION 5.05. FEDERAL INCOME TAX COVENANTS.

(A) The Issuer covenants with the Holders that it shall not use the proceeds of such Bonds in any manner which would cause the interest on such Bonds to be or become includable in the gross income of the Holder thereof for federal income tax purposes.

(B) The Issuer covenants with the Holders that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Bonds (or amounts

deemed to be proceeds under the Code) in any manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes.

(C) The Issuer hereby covenants with the Holders that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on such Bonds from the gross income of the Holder thereof for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

(D) There is hereby created and established a fund to be known as the "City of Fort Pierce Capital Improvement Revenue and Revenue Refunding Bonds, Series 2019 Rebate Fund." The Issuer shall deposit into the Rebate Fund, from investment earnings on moneys deposited in the other funds and accounts created hereunder, or from any other legally available funds of the Issuer, an amount equal to the Rebate Amount for such Rebate Year. The Issuer shall use such moneys deposited in the Rebate Fund only for the payment of the Rebate Amount to the United States as required by this Section 5.05. In complying with the foregoing, the Issuer may rely upon any instructions or opinions from Bond Counsel.

If any amount shall remain in the Rebate Fund after payment in full of all Bonds issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amounts shall be available to the Issuer for any lawful purpose.

The Rebate Fund shall be held separate and apart from all other funds and accounts of the Issuer, shall not be impressed with a lien in favor of the Holders and the moneys therein shall be available for use only as herein provided.

ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default:"

(1) The Issuer shall fail to make payment of the principal of, Amortization Installment, redemption premium or interest on any Bond when due.

(2) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(3) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Owners of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

SECTION 6.02. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof. However, acceleration of the payments due on the Bonds and any other payments due hereunder shall not be a remedy hereunder.

The Holder or Owners of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Owners of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the City Manager. Notice of such appointment, together with evidence of the requisite signatures of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of appointment shall be given to all Owners of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trust hereunder, no further trustees may be appointed; however, the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 6.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS. The Owners of a majority in principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any such direction which in the opinion of the trustee would be unjustly prejudicial to Owners of Bonds not parties to such direction.

SECTION 6.04. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 6.02 of this Resolution to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 6.06. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds as follows and in the following order:

(1) To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder; and

(2) To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(A) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 8.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(B) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

SECTION 6.07. BOND INSURER PARTY IN INTEREST. Subject to the provisions of any supplemental resolution limiting the rights of a particular Bond Insurer, a Bond Insurer shall be included as a party in interest under this Article VI and as a party entitled to direct and control the enforcement of all rights and remedies with respect to Bonds insured by its Bond Insurance Policy. The Paying Agent and any trustee shall accept notice of a default from the Bond Insurer with respect to any Bonds insured by such Bond Insurer.

ARTICLE VII
SUPPLEMENTAL RESOLUTIONS

SECTION 7.01. SUPPLEMENTAL RESOLUTIONS WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolutions shall thereafter form a part hereof) for any of the following purposes:

(1) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(2) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(3) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(4) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(5) To specify and determine the matters and things referred to in Sections 2.01 or 2.02 hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(6) To change or modify the description of the Project.

(7) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security for the Bonds.

SECTION 7.02. SUPPLEMENTAL RESOLUTIONS WITH BONDHOLDERS' CONSENT. Subject to the terms and provisions contained in this Section 7.02 and Sections 7.01 and 7.03 hereof, the Holder or Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of other than the lien and pledge created by this Resolution which adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution, unless such Supplemental Resolution has the approval of 100% of the Bondholders. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

If, at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the City Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the City Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the City Clerk an instrument or instruments in writing purporting to be executed by the requisite percentage of the Owners of the principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Owners of not less than the requisite percentage in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

SECTION 7.03. AMENDMENT WITH CONSENT OF BOND INSURER. If all of the Bonds Outstanding hereunder are insured or secured as to payment of principal and interest by a Bond Insurer or Bond Insurers and the Bond Insurer or Bond Insurers are not in default, the Issuer may adopt a resolution amending or supplementing the provisions hereof with the written consent of said Bond Insurer or Bond Insurers and the acknowledgment by said Bond Insurer or Bond Insurers that the Bond Insurance Policy will remain in full force and effect. The consent of the Holders of any Bonds shall not be necessary. The foregoing right of amendment, however, does not apply to any amendment to any of the matters set forth in (A) through (E) of the first paragraph of Section 7.02 hereof.

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01. DEFEASANCE. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners of all Bonds, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Funds, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay over or deliver to the Issuer all money or securities held by it pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 8.01 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in

an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such bank or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Except as hereafter provided, neither the Defeasance Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Defeasance Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption; provided, however, the Issuer may substitute new Defeasance Securities and moneys for the deposited Defeasance Securities and moneys if the new Defeasance Securities and moneys are sufficient to pay the principal of or Redemption Price, if applicable, and interest on the Bonds.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 8.01 are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Owners of such Bonds that the deposit required by this Section 8.01 of moneys or Defeasance Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

SECTION 8.02. **PRELIMINARY AND FINAL OFFICIAL STATEMENT.** (1) The preparation and distribution of a Preliminary Official Statement relating to the Bonds is hereby approved and authorized, as is the use thereof by the Underwriter in connection with the sale of the Bonds. The City Manager or Finance Director of the Issuer is hereby authorized to execute and deliver a certificate of the Issuer which deems such Preliminary Official Statement "final" within the contemplation of Rule 15c2-12 of the Securities and Exchange Commission.

(2) The Issuer hereby ratifies and approves the form of the Preliminary Official Statement attached hereto as Exhibit "C". The Issuer hereby authorizes execution by the Mayor and City Manager of the Issuer, and the delivery of, a final Official Statement which incorporates the terms and provisions set forth in the Purchase Contract.

SECTION 8.03. **SALE OF BONDS.** Due to the willingness of the Underwriter to purchase not to exceed $30,000,000 in aggregate principal amount of the Bonds at interest costs

favorable to the Issuer and the critical importance of timing of the sale of the Bonds, it is hereby determined that it is in the best interest of the public and the Issuer to sell the Bonds at a negotiated sale (rather than through a competitive bid) and such sale to the Underwriter (pursuant to the terms and conditions contained in the Resolution, herein and in the Purchase Contract) is hereby authorized and approved.

SECTION 8.04. PAYING AGENT AND REGISTRAR. Zions Bancorporation, National Association, is hereby appointed as Paying Agent and Registrar with respect to the Bonds. An agreement with the Paying Agent and Registrar shall be executed and delivered by the Mayor and attested by the City Clerk and may be approved as to form by the manual signature of the City Attorney.

SECTION 8.05. DISCLOSURE DISSEMINATION AGENT AGREEMENT; DISSEMINATION AGENT. The Issuer hereby covenants and agrees that, in order to assist the Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission with respect to the Bonds, it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement to be executed by the Issuer prior to the time the Issuer delivers the Bonds to the Underwriter, as it may be amended from time to time in accordance with the terms thereof. The form of the Disclosure Dissemination Agent Agreement, attached hereto as Exhibit "B," is hereby approved and ratified, and shall be executed and delivered by the Mayor or City Manager. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with such Disclosure Dissemination Agent Agreement shall not be considered an Event of Default under the Resolution. However, the Disclosure Dissemination Agent Agreement shall be enforceable by the Bondholders in the event that the Issuer fails to cure a breach thereunder within a reasonable time after written notice from a Bondholder to the Issuer that a breach exists. Any rights of the Bondholders to enforce the provisions of the covenant shall be on behalf of all Bondholders and shall be limited to a right to obtain specific performance of the Issuer's obligations thereunder. Digital Assurance Certification, L.L.C. is hereby appointed as initial Dissemination Agent.

SECTION 8.06. GENERAL AUTHORITY. The members of the City Commission of the Issuer including the Mayor, the City Manager, the City Attorney, the Finance Director and all other of the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or any Supplemental Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds, this Resolution, and any Supplemental Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Underwriter to effectuate the sale of the Bonds and any representation made in such documents shall be deemed to be made on behalf of the Issuer. All action taken to date by the officers of the Issuer in furtherance of the issuance of the Bonds is hereby approved, confirmed and ratified.

SECTION 8.07. INTERESTED PARTIES. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Paying Agent, and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, and the registered owners of the Bonds.

SECTION 8.08. NO PERSONAL LIABILITY. Neither the members of the City Commission of the Issuer, the City Manager, the Finance Director, the City Clerk, nor any person executing the Bonds shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 8.09. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 8.10. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 8.11. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 17th day of June, A.D., 2019

_____

MAYOR of the City of Fort Pierce, Florida

ATTEST:

_____

CITY CLERK

For the use and reliance of City of Fort Pierce only. Approved as to form.

_____

City Attorney

EXHIBIT A

FORM OF PURCHASE CONTRACT

EXHIBIT B

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

City Commission Regular Meeting **13.g.**

Meeting Date: 06/17/2019

Re: Surtax Committee

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 19-R26 appointing two (2) at-large members to the Infrastructure Surtax Citizen Oversight Committee following a vote of the Commission.

SUMMARY:

The committee still needs at-large members who will serve a term of four years.

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

19-R26
Capers
Englmeier
Hayling
Heaning
McGee
Westbury
Widing

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: 06/04/2019

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

RESOLUTION NO. 19-R26

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

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Infrastructure Surtax Citizen Oversight Committee; which was established via Resolution No. 19-R06; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

Name	Appointed by:	Term Expires
	At-Large	June 16, 2023
	At-Large	June 16, 2023

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 17th 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

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

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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

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 OF FORT PIERCE

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(772) 467-3065 fax (772) 467-3841

RECEIVED
JUN 10 2019
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT

Name: CHRISTOPHER G. WIDING	Phone:
Home Address: 2400 S. OCEAN DR #8100-B City/Zip Code: FORT PIERCE, FLA. 34949-7963	How long at this address? 1/29/2019 PRIOR RESIDENCE @ 3044 WINDWARD DR. 34949
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: FINANCIAL CONSULTANT	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: ☒ FINANCE Describe your education, background, training and knowledge – (feel free to attach a resume): RESUME ATTACHED	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: cgwiding@sbcglobal.net
Date: 6·6·2019	Applicant's Signature Christopher Widing

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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

Resume

Christopher G. Widing
2400 S. Ocean Drive #8100-B
Fort Pierce, Florida 34949
614-440-2625; cgwiding@sbcglobal.net

Work: Financial Consultant; Senior Vice-President – Investment Officer
Wells Fargo Advisors; Formal retirement November 30, 2019

Education: B.S. Business Administration, Finance Major – The Ohio State University
M.B.A. – The Ohio State University

Community Involvement: Treasurer of Trinity U.M. Church 1980-2010
Appointment City of Upper Arlington, Ohio - Master Plan Revitalization Committee 1998-2000
Appointment City of Upper Arlington, Ohio - Unified Development Ordinance Committee 2001
Appointment City of Upper Arlington, Ohio – President Community Improvement Corporation 2008-2011 – City formed and funded to aid in support of economic development activities
Election to the Upper Arlington Board of Education – Two terms 2000-2007, President 2002 & 2006
U.A. Civic Association – Director, Treasurer, Life Member
U.A. School's Booster Club – Director, President, Life Member
U.A. Lane Avenue Shopping Center Merchant's Association President
U.A. Rotary Member
O.S.U. President's Club – Life member of the Thompson Endowment Society
O.S.U. Buckeye Club – Life endowment member of the athletics' department
U.A. Kenbrook Hills Condo Association – Board 2016-2018, Treasurer 2018
Ocean House Condo Association (Ocean Village in Fort Pierce) – President 2003-2006

Personal: Married 49 years to Suzanne M. Widing, 4 grown married children.

Sold the Columbus residence and we are living in the 3044 Windward Drive condo which we have owned since it was built in 2003. It has been placed on the market. We expect to move later this month to the 8100-B condo as our declared permanent and only residence. Suzie has been a Florida resident since 2007 and I become a Florida resident last year.

Corporate permission has been granted to work from the location residence through retirement.

Personal enjoyment includes our seven grandchildren, theater, golf, newly found pickle ball and the great outdoors offered by the Fort Pierce area. We are members of a local OSU alumni association, Sunrise Theater, Main Street Fort Pierce and the Backus museum. We have attended First UM Church for decades. CGW

Referrals upon request.

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.
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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.
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CITY OF FORT PIERCE

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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:	
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Referred by: Mayor Hudson	Applicant Email Address: ajwestbury701@yahoo.com
Date: 4/28/19	Applicant's Signature Anthony Westbury

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RECEIVED
JUN 10 2019
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT

Name: CHRISTOPHER G. WIDING	Phone:
Home Address: 2400 S. OCEAN DR #8100-B City/Zip Code: FORT PIERCE, FLA. 34949-7963	How long at this address? 1/29/2019 PRIOR RESIDENCE @ 3044 WINDWARD DR. 34949
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Referred by:	Applicant Email Address: cgwiding@sbcglobal.net
Date: 6·6·2019	Applicant's Signature Christopher Widing

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Resume

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U.A. School's Booster Club – Director, President, Life Member
U.A. Lane Avenue Shopping Center Merchant's Association President
U.A. Rotary Member
O.S.U. President's Club – Life member of the Thompson Endowment Society
O.S.U. Buckeye Club – Life endowment member of the athletics' department
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Ocean House Condo Association (Ocean Village in Fort Pierce) – President 2003-2006

Personal: Married 49 years to Suzanne M. Widing, 4 grown married children.

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